



**AMENDMENT NUMBER ONE
FOR
PASSENGER LOADING BRIDGE AND BAGGAGE
HANDLING SYSTEM MAINTENANCE**

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA") and JBT AeroTech Corporation ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County and John Bean Technologies Corporation dba JBT AeroTech Services entered into Contract MA-280-19010940 for Passenger Loading Bridge and Baggage Handling System Maintenance, effective January 14, 2019 through January 13, 2022, with a Total Contract Amount not to exceed \$12,061,547.00 ("Contract"); and,

WHEREAS, the Board of Supervisors approved the Assignment, Novation and Consent Agreement to transfer and assign the Contract with John Bean Technologies Corporation dba JBT AeroTech Services to Contractor, effective August 1, 2019; and,

WHEREAS, the Parties now desire to renew the Contract for one year, effective January 14, 2022 through January 13, 2023, with a new Total Contract Amount not to exceed \$4,273,116.00, on the terms set forth below; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 2 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

2. Term of Contract

The Contract is hereby renewed and shall commence January 14, 2022 and shall continue through January 13, 2023, unless otherwise terminated by County.

2. Section 3 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

3. Contract Amount Not to Exceed

Contract Amount not to exceed \$4,273,116.00

3. Section 4 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

4. Renewable Annually with Concurrence

This Contract may be renewed, by mutual written agreement of both Parties for one (1) additional (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.



4. Section 34 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

34. Notices

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project/contract coordinators' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

• Contractor: JBT Aerotech Corporation
Project Manager Attention: Frank Moore
1805 West 2550 South
Ogden, UT 84401
Phone: (801) 629-3264
Email: frank.moore@jbtc.com

• County: JWA/Maintenance
Contract Coordinator Attention: Roger Yee
3180 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5095
Email: ryee@ocair.com

• Assigned DPA: JWA/Procurement
Attention: Maria Albelo, DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5175
Email: malbelo@ocair.com

5. Contract Attachment B Contractor's Pricing shall be revised and replaced in its entirety as attached hereto.
6. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.



County of Orange, John Wayne Airport

MA-280-19010940
 Passenger Loading Bridge and
 Baggage Handling System Maintenance

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date FOLLOWING THEIR RESPECTIVE SIGNATURES.

JBT AEROTECH CORPORATION*

David C. Burdakin DAVID C. BURDAKIN, PRESIDENT, 9/22/21
 Signature Name Title Date

Ed Schodrof Ed Schodrof, CFO 9/22/21
 Signature Name Title Date

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent
 Signature Name Title Date

APPROVED AS TO FORM:

County Counsel

By [Signature]
 Deputy
 Date 9-20-21

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**Attachment B**
Contractor's Pricing

This is a fixed-fee contract between County and Contractor, for Passenger Loading Bridge and Baggage Handling System Maintenance as set forth in this Contract and Attachments.

A. Compensation

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all personnel and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

Contract Amount not to exceed \$4,273,116.00

B. Fees and Charges

All rates shall include all costs for the work to include direct and indirect labor charges, (in accordance with prevailing wage rate requirements), all necessary equipment, tools overhead, travel, depreciation, other expenses and all profit related to the performance of work and services set forth in the Scope of Work. County will pay the following fees in accordance with the provisions of this Contract.

County shall pay the following fees in accordance with the provisions of this contract for Passenger Loading Bridge and Baggage Handling System Maintenance.

Description	Unit	Amount
Year 1 – Monthly Cost	Month	\$294,597.00
Year 2 – Monthly Cost	Month	\$297,543.00
Year 3 – Monthly Cost	Month	\$300,489.00
Year 4 – Monthly Cost	Month	\$318,593.00

Additional Repairs and Work/Spare Parts

Description	Unit	Amount
Year 1 – Additional Repairs and Work	Year	\$450,000.00
Year 2 – Additional Repairs and Work	Year	\$450,000.00
Year 3 – Additional Repairs and Work	Year	\$450,000.00
Year 4 – Additional Repairs and Work	Year	\$450,000.00

1. Cost of Analysis of Personnel: The State of California through the Department of Industrial Relations had made a Prevailing Wage Determination this Contract for Passenger Loading Bridge Baggage and Baggage Handling System Maintenance. Their position classification is for the service personnel actually performing work under this Contract. A revised determination from the State is pending. In the event that the revised determination does not arrive before Contract execution, the rates below shall be utilized for compensation for the positions. An administrative Contract Amount adjustment shall be made for the hourly rates in the event that the determination returns with differing rates than those listed below.

Classification	Straight Time Hourly Rate
Stationary Engineer	\$75.96
Utility Engineer	\$41.77



2. Fixed Rate: The fixed rate shall include all requirements and expenses related to the performance for work and services set forth in the Scope of Work.
3. Additional Repairs and Work: Additional Repairs and Work shall be provided in accordance with Attachment A, Section E at the prevailing rate specified above, Cost of Analysis of Personnel. Labor hours for required work shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis and shall be computed to the nearest one-quarter (1/4) hour.
 - a. In the event of additional work or required work outside of the normal work schedule, Contractor will be required to provide personnel to remedy any issues at the County's request. In the event of such requests, Contractor will pay wages as specified in the Prevailing Wage Determination (Attachment H).
 - b. Subcontracting: Contractor will be allowed a markup no greater than 10 percent of actual costs from the subcontractor for payment submission for all subcontractor labor, materials, and equipment.
 - c. Parts Cost: Contractor shall be responsible for maintaining parts inventory as provided in the Contract. Parts used from the inventory and purchased by Contractor from other manufacturers, will be charged to County no greater than cost plus 10 percent.

Contractor shall provide a copy of the invoice from the manufacturer or vendor documenting the purchase price for the parts. County will certify on the invoice that prices are per the current price list for all items having a per-unit cost exceeding \$250.00 and that the appropriate discounts have been applied.
4. Deficient Performance:
 - a. Performance: County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.
 - b. Attrition: In order to maintain high levels of competent personnel and minimize security violation issues, Contractor agrees to maintain attrition levels of the workforce assigned to JWA, excluding supervision and management, to less than 10% per month.

In months where Contractor's airport workforce levels of attrition exceed 10%, the County shall deduct 5% from the payments due to Contractor that month.

C. Final Payment

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and JWA issued badges are returned to Badging Office.

D. Payment Terms – Payment in Arrears

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.



Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

E. Taxpayer ID Number

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

F. Payment-Invoicing Instructions

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

Invoices and support documentation are to be forwarded to (**not both**):

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626
Or
Email to:
AccountsPayable@ocair.com