



AMENDMENT NUMBER ~~TWO~~THREE
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, pursuant to Amendment Number One, the Parties renewed 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; and,

WHEREAS, ~~the Parties now desire to exercise pursuant to Amendment Number Two, the Parties amended the Contract to revise the Year 4 Monthly Cost to \$373,593.00, and the Year 4 Additional Repairs and Work to \$188,516, and exercised~~ the Contract contingency amount of \$398,516.00, for a new Total Contract Amount not to exceed \$4,671,632.00, ~~revise the Year 4 Monthly Cost to \$373,593.00, and revise the Year 4 Additional Repairs and Work cost to \$188,516 on the terms set forth below; and,~~

WHEREAS, the Parties now desire to increase the Contract Amount by \$261,484.00, and revise the Year 4 Additional Repairs and Work cost to \$450,000.00, for a new Total Contract Amount not to exceed \$4,933,116.00, and

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. 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,~~671,632~~933,116.00

2. Attachment B shall be replaced in its entirety as attached hereto.
3. All other terms and conditions of the Contract shall remain unchanged and have full force and effect.



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

JBT AEROTECH CORPORATION*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, Aa political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

* 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,~~671,632~~933,116.00

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	\$373,593.00

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	\$188,516 <u>450,000</u> .00

Classification	Straight Time Hourly Rate
Stationary Engineer	\$88.61
Utility Engineer	\$48.77

1. 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.
2. 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.

3. 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