



AGENDA STAFF REPORT

ASR Control 22-000400

MEETING DATE: 05/24/22
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Richard Francis (949) 252-5166
 Evanna Barbic (949) 252-5232

SUBJECT: Approve Amendments to Concession Consulting Services Contracts

CEO CONCUR Pending Review	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes **Current Year Cost:** \$50,000 **Annual Cost:** FY 2022-23
 \$279,167
 FY 2023-24 \$250,000
 FY 2024-25 \$20,833

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: Fund 280: 100% **County Audit in last 3 years:** No

Prior Board Action: 07/30/2019 #6, 03/26/2019 #29

RECOMMENDED ACTION(S):

1. Authorize the County Procurement Officer or Deputized designee to execute Amendment Number Three to amend the Contract with Unison Consulting, Inc. for Concession Consulting Services, effective upon Board approval, through July 31, 2022, to increase the Contract amount by \$100,000 for a revised total Contract amount not to exceed \$313,914, due to additional tasks associated with lounge concession consulting.
2. Authorize the County Procurement Officer or Deputized designee to execute Amendment Number Four to renew the Contract with Unison Consulting, Inc. for Concession Consulting Services, effective August 1, 2022, through July 31, 2024, in a total Contract amount not to exceed \$500,000, for a revised total cumulative contract amount not to exceed \$1,241,742.

SUMMARY:

Approval of Amendments Number Three and Four with Unison Consulting, Inc. will allow for continued concession planning services, analysis, Request for Proposals support, phasing consultation, and

comprehensive assessment and planning strategy for its Specialty Retail, Food & Beverage Concessions and Airport Lounge Concession programs at John Wayne Airport.

BACKGROUND INFORMATION:

On March 26, 2019, the Board of Supervisors (Board) authorized the release of the Phase I RFP for new concessions, which identifies several potential new concession sites, in addition to the current Specialty Retail and Food & Beverage offerings.

On May 31, 2019, John Wayne Airport (JWA) issued a Request for Proposals (RFP) for analysis, planning, development, RFP support and phasing consultation in the following service areas: Specialty Retail and Food & Beverage Concessions; Rental Car Concessions; and General Aviation. The RFP allowed proposals to be submitted on all three service categories or could be submitted separately for one or more services. JWA received one proposal from Unison Consulting, Inc. (Unison) for Specialty Retail and Food & Beverage Concession consulting services and Rental Car Concession consulting services.

On July 30, 2019, the Board approved Contract MA-280-19012018 (Contract) with Unison Consulting, Inc. for concession planning services for its Specialty Retail and Food & Beverage Concessions and Rental Car Concessions programs with the option to renew for two additional one-year periods.

Board Action and changes in Contract amounts are shown below.

Board Date	Action Taken	Dollar Amount	Contract Term
7/30/2019 # 6	Board approved Contract MA-280-190129018	\$213,914	8/1/2019 – 7/31/2020
*N/A	Amendment Number One executed by Deputy Purchasing Agent to renew the Contract for one additional year.	\$213,914	8/1/2020 – 7/31/2021
*N/A	Amendment Number Two executed by Deputy Purchasing Agent to renew the Contract for one additional year.	\$213,914	8/1/2021 – 7/31/2022
5/24/2022	Amendment Number Three proposed for Board approval to increase the Contract amount.	\$100,000	Effective upon Board approval – 7/31/2022
5/24/2022	Amendment Number Four proposed for Board approval to renew the Contract for two additional years.	\$500,000	8/1/2022 – 7/31/2024
	Total	\$1,241,742	

*Authorized by Board pursuant to Section 3.3-107 of 2019 Contract Policy Manual

JWA is recommending Board approval to authorize the execution of Amendment Number Three to increase the Contract by \$100,000, for a revised Contract amount not to exceed \$313,914. The additional amount provides for the accommodation of concession planning services related to lounge development at JWA for the current contract term ending July 31, 2022.

JWA is recommending Board approval to authorize the execution of Amendment Number Four to renew the Contract, effective August 1, 2022, through July 31, 2024, for a Contract amount not to exceed \$500,000, for a revised cumulative total Contract amount not to exceed \$1,241,742. The Board previously authorized two renewals and JWA is proposing additional renewals that are within the five-year limitation pursuant to Section 3.3-105(3) of the Contract Policy Manual. The proposed renewal is for two years in the amount not to exceed \$500,000 for additional concession planning services that were previously delayed due to COVID-19.

JWA is proposing the continuation of these services pursuant to Section 3.3-102 of the 2021 Contract Policy Manual. The Orange County Preference Policy was not applicable to this Contract award when the solicitation was issued.

CONTRACT DETAILS

This Contract covers continued research and review for future concession planning, solicitation strategy and support, RFP panel support, RFP implementation support, phasing of concession development support, tenant improvement submittal support, an internal lounge marketplace assessment, an external lounge marketplace assessment and a recommendation for a real estate plan for lounge support. The Contract for the current term ending July 31, 2022, includes \$100,000 for other services in the following amounts: \$22,750 for unanticipated work related to concession development and a lump sum of \$77,250 for strategic planning for prospective lounges.

SPECIALTY RETAIL AND FOOD & BEVERAGE CONCESSIONS

The existing Specialty Retail and Food & Beverage program occupies 59,787 square feet of JWA's terminals, and 80 percent of the associated concession agreements expire on September 30, 2022. On March 26, 2019, the Board authorized the release of the Phase I RFP for new concessions, which identifies several potential new concession sites, in addition to the current Specialty Retail and Food & Beverage offerings. On August 27, 2019, the Board awarded leases to casual dining, specialty coffee, quick-serve and specialty retail tenants for Phase I concession development. In order to meet the needs of our guests, JWA is developing a final concession plan that provides for: optimal concession spaces, new food & beverage and retail options that highlight the Orange County/Southern California region, the diverse preferences of JWA travelers, modern and sophisticated architecture elements in tenant improvements, employers who promote excellence in guest services, breakfast and grab-and-go offerings in all food and beverage locations, and improved specialty retail offerings at JWA. Unison will assist with finalizing the merchandising, space planning and development for the next RFP phase.

AIRPORT LOUNGE DEVELOPMENT

Currently, there are two existing Airline Club Lounges operating on a month-to-month basis at JWA. JWA will explore and analyze the feasibility of adding a Common Use Lounge within the existing JWA terminals. Unison, with the assistance of a subcontractor with specialty expertise in lounge development within airports, will be tasked with providing this analysis, site location planning and strategy recommendations under the existing Contract. Unison will analyze both existing current lounge locations

and potential new development locations. Additionally, they will provide guidance with RFP development and issuance targeted for Q3-Q4 2022.

QUALIFICATIONS

Unison has the experience and qualifications to complete the tasks as required and has performed the services under their current Contract. JWA recommends approval to proceed, as this Contract is providing continued support to JWA. The firm has experience in conducting multiple concession planning and development projects at various airports, including Chicago O'Hare International Airport, Denver International Airport, Tampa International Airport and Miami International Airport.

The Contractor's performance has been confirmed as at least satisfactory. JWA has verified there are no concerns that must be addressed with respect to the Contractor's ownership/name, litigation status or conflicts with County interests.

The Contracts include subcontractors. See Attachments C and F for information regarding subcontractors in the Contract Summary Forms.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action regarding a project since the actions authorized herein will result in the preparation of a financial analysis study for concession planning services. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Airport Operating Fund, Fund 280, for FY 2021-2022 Budget and will be included in the budgeting process for future years.

The Contract contains language allowing JWA to terminate the Contract without penalty for cause or after 30 days' written notice without cause.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment Number Three to Contract MA-280-19012018 with Unison Consulting, Inc.
Attachment B – Redline Version to Amendment Two to Contract with Unison Consulting, Inc.
Attachment C – Contract Summary Form for Amendment Three
Attachment D – Amendment Number Four to Contract MA-280-19012018 with Unison Consulting, Inc.

Attachment E – Redline Version to Amendment Three to Contract with Unison Consulting, Inc.
Attachment F – Contract Summary Form for Amendment Four



**AMENDMENT NUMBER THREE
FOR
CONSULTANT SERVICES FOR CONCESSION, RENTAL CAR AND RFP SUPPORT**

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 Unison Consulting, Inc. (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-19012018 for Consultant Services for Concession, Rental Car and RFP Support, effective August 1, 2019 through July 31, 2020, with a Total Contract Amount not to exceed \$213,914.00 (“Contract”); and,

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for one (1) additional year, effective August 1, 2020 through July 31, 2021, with a Total Contract Amount not to exceed \$213,914.00; and,

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) additional year, effective August 1, 2021 through July 31, 2022, with a Total Contract Amount not to exceed \$213,914.00; and,

WHEREAS, the Parties now desire to increase the Contract Amount by \$100,000.00 for a new Contract Not-to-Exceed Amount of \$313, 914.00; and update the Scope of Work, Consultant’s Pricing, and Staffing Plan.

NOW, THEREFORE, the Parties agree as follows:

- 1. Section 38. of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

38. **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 managers’ 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 deliver 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: Unison Consulting, Inc.
Attn: Bhavesh Patel/Project Manager
150 N. Michigan Avenue, Suite 2930
Chicago, IL 60601
Phone: (312) 988-3360
Email: bhaveshpatel@unison-ucg.com

County’s Project Manager: JWA/Business Development
Attn: Amy Goethals/Project Manager



3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-6036
Email: AGoethals@ocair.com

cc: JWA/Procurement
Attn: Monica Rodriguez, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5240
Email: MMRodriguez@ocair.com

2. Attachment A, Scope of Work shall be replaced in its entirety as attached hereto.
3. Attachment B, Consultant's Pricing shall be replaced in its entirety as attached hereto.
4. Attachment C, Staffing Plan shall be replaced in its entirety as attached hereto.
5. All other terms and conditions of the Contract shall remain unchanged and have full force and effect.

(signature page follows)

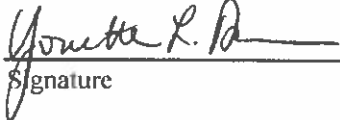



County of Orange, John Wayne Airport

Contract MA-280-19012018
Consultant Services for Concession, Rental Car and RFP Support

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

Unison Consulting, Inc.*

	Yovette L. Drake	President	April 25, 2022
Signature	Name	Title	Date


	Gregory V. Chappell	Chief Financial Officer	April 25, 2022
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  Deputy
Date 4/25/22

* 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 A**
Scope of Work**Introduction**

John Wayne Airport (JWA or Airport) is seeking a consultant(s) to identify and provide Concession, Rental Car, for concession planning services, analysis, RFP support, Lounge planning services and phasing consultation. This Scope of Work outlines the proposed tasks that JWA envisions to be part of the analysis and planning that will support the improvement programs being planned. Ultimately, the analysis conducted by the selected consultant(s) will be provided to the Orange County Airport Commission and Board of Supervisors for their consideration.

Background

JWA is owned and operated by the County of Orange and is the only commercial service airport in Orange County, California. It is located approximately 35 miles south of Los Angeles, between the cities of Costa Mesa, Irvine, and Newport Beach. The service area includes more than three million people within the 34 cities and unincorporated areas of Orange County.

JWA is the only airport in Orange County that provides commercial passenger and air-cargo service and is the primary provider of general aviation services and facilities in the county. In 2016, JWA served nearly 10.5 million commercial passengers and recorded over 280,000 total operations.

The Airport is home base for nearly 500 private general aviation aircraft. These aircraft run the gamut from vintage biplanes and helicopters to corporate jets. Two full-service FBOs and two limited-service FBOs currently operate at the Airport. In addition, JWA also hosts a variety of hangar, charter, flight school, maintenance and other general aviation service providers. General aviation facilities occupy approximately 73 acres at the Airport and account for nearly 200,000 of JWA's total operations.

Retail and Food & Beverage Concessions

Currently, JWA has Food and Beverage concession agreements with Vino Volo, Carl's Jr. McDonald's and Host International, which expires in September of 2022. The phase I food & beverage tenants are Mission Yogurt, Bambuza OC Venture dba Coffee Bean & Tea Leaf, and Brodard which expire fifteen years from rental commencement date. JWA has News/Gift and Specialty Retail Concession agreements with Paradies and Hudson Group, whose lease terms expire in September of 2022 respectively. The existing Food & Beverage program includes 25 locations occupying 37,876 square feet and generates \$39,875,156.33 in gross receipts for calendar year 2018. The existing retail program includes 16 locations occupying 14,190 square feet and generates \$17,284,652.01 in gross receipts for calendar year 2018.

JWA released and awarded Phase I Request for Proposals for new concessions, which identifies new concession sites in addition to the current Food & Beverage and specialty retail concession offerings. The awarded concessions included two (2) specialty retail locations, two (2) casual dining locations, four (4) coffee locations, and one (1) quick serve location. The program goals for phase I RFP were as follows:

- To refresh the current program with a focus on local and regional concepts
- Provide a superior guest experience
- Provide new food and beverage options that reflect the evolving tastes from Orange County and Southern California that is fair and reasonably priced
- Provide specialty retail concepts that highlight merchandise and preferences of today's JWA traveler

To provide a superior guest experience, JWA will need to develop optimal concession spaces. JWA is proposing a comprehensive final phase Concession Development Program, which will encourage local concepts and brands in its quick serve and casual dining categories.

**Rental Car Concession**

On May 7, 2013, the Board of Supervisors (“Board”) awarded concession leases to six (6) rental car companies, Hertz/Dollar, Alamo/National, Avis, Enterprise, Budget, and Advantage for the operation of the rental car concessions at John Wayne Airport (JWA) for a term of five years, from December 1, 2013, through November 30, 2018.

On November 20, 2018, the Board approved amendments that extended the term of the existing rental car concessions through November 30, 2019. The one-year extension allowed JWA to conduct parking studies and finalize a new rental car layout for level 0 of the parking garage.

Currently, there are four (4) rental car companies under five (5) leases representing seven (7) brands located at the airport. The brands on-airport are Hertz, Dollar, Avis, Budget, National, Alamo, and Enterprise. Advantage Rent A Car did not participate in the lease extension and vacated the airport on November 30, 2018.

JWA released an RFP on May 22, 2019 for proposals from rental car companies (“RAC”) to provide nonexclusive on-airport rental car concessions for the purpose of arranging rental services of motor vehicles at JWA. The On-Airport Rental Car Concession Lease will have a ten (10) year term from December 1, 2019 to November 30, 2029. There are nine (9) concession sites available under the RFP. Each concession site includes space allocated for ready car parking areas, common drives, walkways and service areas, service counter space and office space and optional overflow vehicle parking at the Main Street Lot.

Consultant will perform services set forth in the RFP and as assigned by task as follows:

Task 1 – Research and Review Future Concession Planning

1. Concession development planning for Phases III and IV
2. Identify key comparative metrics, relevant concession facilities, including benchmarking analysis (e.g., regional competing airports and comparable medium hub airports with substantial activities).
3. Merchandise planning and review
4. Financial analysis
5. Industry trends
6. New tenant interim phasing roll out plan

Task 2 – Research and Review Future Rental Car Concession Planning

1. Phasing and development consultation
2. Review of proposed tenant improvements
3. Financial analysis

Task 3 – Chair RFP Review Panels

1. Non-Voting Chairperson of RFP Review Panels
2. Report regarding RFP proposals will be prepared for the Airport.
3. Summary of Findings – Recommended Slate for Board of Supervisors
4. Prepare presentation materials for the Airport
5. Assist with Airport staff recommendation and supporting documentation to Board of Supervisors



Task 4 – Post RFP Selection and Implementation Support

1. Phasing and development consultation
2. Review of proposed tenant improvements
3. Evaluate concessionaire performance, merchandise mix & pricing, and other agreement compliance issues

Task 5 – Strategic Plan to JWA for Prospective Airport Lounges

1. Internal Lounge Marketplace Assessment
2. External Lounge Marketplace Assessment
3. Recommendations/real estate plan for lounges
4. Tenders, Awards, and Contracting

Task 6 – Solicitation Strategy and Support

1. Preparation of solicitation and related documents
2. Conduct outreach for concession opportunities
3. Proposal evaluation support
4. Award and contracting support

Task 7 – Other Services

Provide other advisory services to Airport management. Revise, update and prepare presentation materials. The Airport, at its discretion, may request the Consultant be available to present the report in meetings.

Consultant Performance Expectations

Consultant is expected to perform tasks in a timely manner and adjust tasks as directed by the Deputy Airport Director of Business Development. Consultant must respond to requests within forty-eight hours of notification.



**ATTACHMENT B
Consultant's Pricing**

I. **Compensation:** This will be a Time and Material and Fixed Price by Task with a Not-to-Exceed Amount Contract between the County and the Consultant for Concession, Rental Car, planning services, analysis, RFP support, and phasing consultation as defined in Attachment A - Scope of Work. Consultant agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials called for, labor, insurance and bonds, equipment, materials, overhead, travel, etc. 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 Consultant of all its duties and obligations hereunder.

Consultant shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work under an authorized Task Order. County shall have no obligation to pay any sum in excess of total Contract not-to-exceed amount specified herein or the not-to-exceed amount specified in the respective Task Order, unless authorized by amendment in accordance with Article "C" – Amendments – Changes/Extra Work.

Contract Amount not to exceed \$313,914.00

Description	Estimated Amounts
Task 1 – Research and Review Future Concession Planning	\$27,890.00*
Task 2 – Research and Review Future Rental Car Concession Planning	\$0.00**
Task 3 – Chair RFP Review Panels	\$30,872.00*
Task 4 – Post RFP Selection and Implementation Support	\$69,642.00*
Task 5 – Strategic Plan to JWA for Prospective Airport Lounges	\$77,250.00 Lump Sum
Task 6 – Solicitation Strategy and Support	\$88,260.00*
Task 7– Other Services/Travel Expenses	\$20,000.00*

*Please see Attachment C, Staffing Plan for Hourly Billing Rate. Other Services will be provided based on time and on Hourly Billing Rate. Travel expenses will be billed at actual cost without markup and approved by JWA.

**Previously completed in years 1, 2 and 3.

II. **Payments and Invoicing:** Consultant shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Consultant.

Billing shall cover services not previously invoiced. Consultant shall reimburse County for any monies paid to Consultant for services not provided or when services do not meet Contract requirements.

Payments made by County shall not preclude the right of 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. Consultant will provide an invoice on Consultant's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. Consultant's name and address
- b. Consultant's remittance address (if different from "a" above)
- c. Name of County agency department
- d. County Contract number
- e. Service date(s)
- f. Service description
- g. Employee classification(s) and hourly rate



County of Orange, John Wayne Airport

*Contract MA-280-19012018
Consultant Services for Concession, Rental Car and RFP Support*

- h. Consultant's Federal Taxpayer Identification Number
- i. Name of County department (John Wayne Airport)
- j. County Contract number
- k. Invoice number
- l. Hourly rate and number of hours
- m. Total Invoice Amount

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



ATTACHMENT C
Staffing Plan

Key Personnel Staff to perform Contract duties by Service Category

Service Category: Retail, Food and Beverage Concessions and Lounge Consulting

Name	Classification/Title	Hourly Billing Rate	Task Assigned	Percent of Total Project
Anthony Drake	Executive Vice Pres.	\$0	Consulting Officer	5%
Bhavesh Patel	Vice President	\$245.00	Officer in Charge	30%
Firelli Pitters	Managing Director	\$225.00	Project Manager	20%
Kenneth Buckner	Director	\$210.00	Consultant	30%
Jaime Ambrosio	Director	\$210.00	Consultant	15%
Michelle Robinson	Principal	\$216.00	Sub-Consultant	As needed
Rosemarie S. Andolino	Managing Partner	\$245.00	Sub-Consultant	As needed
Anthony Tangorra	Managing Partner	\$245.00	Sub-Consultant	As needed

100%

Substitution or addition of Consultant’s key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Coordinator.

Consultant may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County Project Manager approval. County reserves the right to have any of Consultant personnel removed per Article 16 – Consultant’s Project Manager and Key Personnel.



~~Amendment Number Two~~
~~Contract MA-280-19012018~~
~~For~~
~~Consultant Services for Concession, Rental Car and RFP Support~~
~~Between~~
~~County of Orange, John Wayne Airport~~
~~And~~
~~Unison Consulting, Inc.~~

AMENDMENT NUMBER THREE
FOR
CONSULTANT SERVICES FOR CONCESSION, RENTAL CAR AND RFP SUPPORT

This Amendment ~~Number Two (“Amendment”)~~ is made ~~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 (“~~County~~”), through its department John Wayne Airport (“~~County~~” or “~~JWA~~”;) and Unison Consulting, Inc. (“~~Contractor~~”), ~~which are with County and Contractor~~ sometimes individually referred to as a “~~Party~~” or collectively referred to as ~~the~~ “~~Parties~~.”

~~Whereas, the Parties~~
RECITALS

WHEREAS, County and Contractor entered into ~~contract~~Contract MA-280-19012018 for Consultant Services for Concession, Rental Car and RFP Support ~~(the “Contract”)~~, effective August 1, 2019; through ~~and including~~ July 31, 2020, in the amount of with a Total Contract Amount not to exceed \$213,914.00; ~~(“Contract”); and,~~

~~Whereas, the Parties executed~~

WHEREAS, pursuant to Amendment Number One ~~to renew, the Parties renewed the~~ Contract for one (1) additional year, effective August 1, 2020; through ~~and including~~ July 31, 2021, in the amount of with a Total Contract Amount not to exceed \$213,914.00; and,

~~Whereas, the Parties desire to renew the Contract on terms set forth below;~~

~~Now therefore, in consideration of the mutual obligations set forth herein~~

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) additional year, effective August 1, 2021 through July 31, 2022, with a Total Contract Amount not to exceed \$213,914.00; and,

WHEREAS, the Parties now desire to increase the Contract Amount by \$100,000.00 for a new Contract Not-to-Exceed Amount of \$313, 914.00; and update the Scope of Work, Consultant’s Pricing, and Staffing Plan.

NOW, THEREFORE, the Parties agree as follows:

~~1. The Contract shall be renewed for one (1) additional year effective August 1, 2021, through and including July 31, 2022, in the total amount not to exceed \$213,914.00.~~

~~1. Except as amended herein, all Section 38. of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:~~

38. 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 managers’ 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 deliver 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: Unison Consulting, Inc.
Attn: Bhavesh Patel/Project Manager
150 N. Michigan Avenue, Suite 2930
Chicago, IL 60601
Phone: (312) 988-3360
Email: bhaveshpatel@unison-ucg.com

County's Project Manager: JWA/Business Development
Attn: Amy Goethals/Project Manager
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-6036
Email: AGoethals@ocair.com

cc: JWA/Procurement
Attn: Monica Rodriguez, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5240
Email: MMRodriguez@ocair.com

2. Attachment A, Scope of Work shall be replaced in its entirety as attached hereto.
3. Attachment B, Consultant's Pricing shall be replaced in its entirety as attached hereto.
4. Attachment C, Staffing Plan shall be replaced in its entirety as attached hereto.
- 2.5. All other terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and of the Contract shall remain in unchanged and have full force and effect.

(Signature Page signature page follows)

**ATTACHMENT C****Staffing Plan**

Key Personnel Staff to perform Contract duties by Service Category

Service Category: Retail, Food and Beverage Concessions and Lounge Consulting

<u>Name</u>	<u>Classification/Title</u>	<u>Hourly Billing Rate</u>	<u>Task Assigned</u>	<u>Percent of Total Project</u>
<u>Anthony Drake</u>	<u>Executive Vice Pres.</u>	<u>\$0</u>	<u>Consulting Officer</u>	<u>5%</u>
<u>Bhavesh Patel</u>	<u>Vice President</u>	<u>\$245.00</u>	<u>Officer in Charge</u>	<u>30%</u>
<u>Firelli Pitters</u>	<u>Managing Director</u>	<u>\$225.00</u>	<u>Project Manager</u>	<u>20%</u>
<u>Kenneth Buckner</u>	<u>Director</u>	<u>\$210.00</u>	<u>Consultant</u>	<u>30%</u>
<u>Jaime Ambrosio</u>	<u>Director</u>	<u>\$210.00</u>	<u>Consultant</u>	<u>15%</u>
<u>Michelle Robinson</u>	<u>Principal</u>	<u>\$216.00</u>	<u>Sub-Consultant</u>	<u>As needed</u>
<u>Rosemarie S. Andolino</u>	<u>Managing Partner</u>	<u>\$245.00</u>	<u>Sub-Consultant</u>	<u>As needed</u>
<u>Anthony Tangorra</u>	<u>Managing Partner</u>	<u>\$245.00</u>	<u>Sub-Consultant</u>	<u>As needed</u>
				<u>100%</u>

Substitution or addition of Consultant's key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Coordinator.

Consultant may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County Project Manager approval. County reserves the right to have any of Consultant personnel removed per Article 16 – Consultant's Project Manager and Key Personnel.

Contract Summary Form

Unison Consulting, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Scope of Work: addition of lounge concession consulting task 5. Page 6.
2. Costs: contract amount not to exceed increased to \$313,914. Page 1

SUBCONTRACTORS

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past (if there is information available), subcontractor(s) have/have not been used for this contract.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Rosemarie S. Andolino Anthony Tangorra	Airport Lounge Consulting Services	\$77,250.00
Michelle Robinson	Architectural Services	unknown

CONTRACT OPERATING EXPENSES \$313,914.00

Description	
Task 1 – Research and Review Future Concession Planning	\$27,890.00
Task 2 – Research and Review Future Rental Car Concession Planning	\$0.00
Task 3 – Chair RFP Review Panels	\$30,872.00
Task 4 – Post RFP Selection and Implementation Support	\$69,642.00
Task 5 – Strategic Plan to JWA for Prospective Airport Lounges	\$77,250.00 Lump Sum
Task 6 – Solicitation Strategy and Support	\$88,260.00
Task 7– Other Services/Travel Expenses	\$20,000.00



**AMENDMENT NUMBER FOUR
FOR
CONSULTANT SERVICES FOR CONCESSION, RENTAL CAR AND RFP SUPPORT**

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 Unison Consulting, Inc. ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-19012018 for Consultant Services for Concession, Rental Car and RFP Support, effective August 1, 2019 through July 31, 2020, with a Total Contract Amount not to exceed \$213,914.00 ("Contract"); and,

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for one (1) additional year, effective August 1, 2020 through July 31, 2021, with a Total Contract Amount not to exceed \$213,914.00; and,

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) additional year, effective August 1, 2021 through July 31, 2022, with a Total Contract Amount not to exceed \$213,914.00; and,

WHEREAS, pursuant to Amendment Number Three, the Parties increased the Contract Amount to \$313,914.00; and updated the Scope of Work, Consultant's Pricing, and Staffing Plan; and

WHEREAS, the Parties now desire to renew the Contract for two (2) years, effective August 1, 2022 through July 31, 2024, for a renewed Total Contract Amount not to exceed \$500,000.00.

NOW, THEREFORE, the Parties agree as follows:

1. Section 2 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
 2. **Contract Term.** The Contract shall be renewed, effective August 1, 2022, and shall be effective for two (2) years after that date, unless otherwise terminated herein.
2. Attachment B, Consultant's Pricing 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.

(signature page follows)



County of Orange, John Wayne Airport

Contract MA-280-19012018
 Consultant Services for Concession, Rental Car and RFP Support

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

Unison Consulting, Inc.*

Yovette L. Drake Yovette L. Drake President April 25, 2022

Signature Name Title Date

Gregory V. Chappell Gregory V. Chappell Chief Financial Officer April 25, 2022

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]

Date 4/25/22
 Deputy

* 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
Consultant's Pricing**

I. **Compensation:** This will be a Time and Material and Fixed Price by Task with a Not-to-Exceed Amount Contract between the County and the Consultant for Concession, Rental Car, planning services, analysis, RFP support, and phasing consultation as defined in Attachment A - Scope of Work. Consultant agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials called for, labor, insurance and bonds, equipment, materials, overhead, travel, etc. 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 Consultant of all its duties and obligations hereunder.

Consultant shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work under an authorized Task Order. County shall have no obligation to pay any sum in excess of total Contract not-to-exceed amount specified herein or the not-to-exceed amount specified in the respective Task Order, unless authorized by amendment in accordance with Article "C" – Amendments – Changes/Extra Work.

Contract Amount not to exceed \$500,000.00

Description	Estimated Amounts
Task 1 – Research and Review Future Concession Planning	\$22,180.00*
Task 2 – Research and Review Future Rental Car Concession Planning	\$0.00**
Task 3 – Chair RFP Review Panels	\$40,872.00*
Task 4 – Post RFP Selection and Implementation Support	\$109,642.00*
Task 5 – Strategic Plan to JWA for Prospective Airport Lounges	\$51,500.00*
Task 6 – Solicitation Strategy Support	\$141,945.00*
Task 7 – Other Services/Travel Expenses	\$133,861.00*

*Please see Attachment C, Staffing Plan for Hourly Billing Rate. Other Services will be provided based on time and on Hourly Billing Rate. Travel expenses will be billed at actual cost without markup and approved by JWA.

**Previously completed in years 1, 2 and 3.

II. **Payments and Invoicing:** Consultant shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Consultant.

Billing shall cover services not previously invoiced. Consultant shall reimburse County for any monies paid to Consultant for services not provided or when services do not meet Contract requirements.

Payments made by County shall not preclude the right of 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. Consultant will provide an invoice on Consultant's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. Consultant's name and address
- b. Consultant's remittance address (if different from "a" above)
- c. Name of County agency department
- d. County Contract number
- e. Service date(s)
- f. Service description
- g. Employee classification(s) and hourly rate
- h. Consultant's Federal Taxpayer Identification Number



County of Orange, John Wayne Airport

*Contract MA-280-19012018
Consultant Services for Concession, Rental Car and RFP Support*

- i. Name of County department (John Wayne Airport)
- j. County Contract number
- k. Invoice number
- l. Hourly rate and number of hours
- m. Total Invoice Amount

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



AMENDMENT NUMBER ~~THREE~~FOUR
FOR
CONSULTANT SERVICES FOR CONCESSION, RENTAL CAR AND RFP SUPPORT

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 Unison Consulting, Inc. (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-19012018 for Consultant Services for Concession, Rental Car and RFP Support, effective August 1, 2019 through July 31, 2020, with a Total Contract Amount not to exceed \$213,914.00 (“Contract”); and,

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for one (1) additional year, effective August 1, 2020 through July 31, 2021, with a Total Contract Amount not to exceed \$213,914.00; and,

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) additional year, effective August 1, 2021 through July 31, 2022, with a Total Contract Amount not to exceed \$213,914.00; and,

WHEREAS, pursuant to Amendment Number Three, the Parties ~~now desire to increase~~increased the Contract Amount ~~by \$100,000.00 for a new Contract Not to Exceed Amount of~~ \$313, 914.00; and ~~update~~updated the Scope of Work, Consultant’s Pricing, and Staffing Plan; and

WHEREAS, the Parties now desire to renew the Contract for two (2) years, effective August 1, 2022 through July 31, 2024, for a renewed Total Contract Amount not to exceed \$500,000.00.

NOW, THEREFORE, the Parties agree as follows:

1. Section ~~38.2~~ of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

~~38. 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 managers’ 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 deliver 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: Unison Consulting, Inc.
Attn: Bhavesh Patel/Project Manager
150 N. Michigan Avenue, Suite 2930
Chicago, IL 60601
Phone: (312) 988-3360
Email: bhaveshpatel@unison-ucg.com~~



~~County's Project Manager:~~ JWA/Business Development
~~Attn: Amy Goethals/Project Manager~~
~~3160 Airway Avenue~~
~~Costa Mesa, CA 92626~~
~~Phone: (949) 252-6036~~
~~Email: AGoethals@ocair.com~~

~~cc: JWA/Procurement~~
~~Attn: Monica Rodriguez, County DPA~~
~~3160 Airway Avenue~~
~~Costa Mesa, CA 92626~~
~~Phone: (949) 252-5240~~
~~Email: MMRodriguez@ocair.com~~

~~2. Attachment A, Scope of Work shall be replaced in its entirety as attached hereto.~~

2. **Contract Term.** The Contract shall be renewed, effective August 1, 2022, and shall be effective for two (2) years after that date, unless otherwise terminated herein.

~~3. Attachment B, Consultant's Pricing shall be replaced in its entirety as attached hereto.~~

~~4.2. Attachment C, Staffing Plan shall be replaced in its entirety as attached hereto.~~

~~5.3.~~ All other terms and conditions of the Contract shall remain unchanged and have full force and effect.

(signature page follows)



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

Unison Consulting, Inc.*

Signature	Name	Title	Date
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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 _____
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 A Scope of Work

Introduction

John Wayne Airport (JWA or Airport) is seeking a consultant(s) to identify and provide Concession, Rental Car, for concession planning services, analysis, RFP support, Lounge planning services and phasing consultation. This Scope of Work outlines the proposed tasks that JWA envisions to be part of the analysis and planning that will support the improvement programs being planned. Ultimately, the analysis conducted by the selected consultant(s) will be provided to the Orange County Airport Commission and Board of Supervisors for their consideration.

Background

JWA is owned and operated by the County of Orange and is the only commercial service airport in Orange County, California. It is located approximately 35 miles south of Los Angeles, between the cities of Costa Mesa, Irvine, and Newport Beach. The service area includes more than three million people within the 34 cities and unincorporated areas of Orange County.

JWA is the only airport in Orange County that provides commercial passenger and air cargo service and is the primary provider of general aviation services and facilities in the county. In 2016, JWA served nearly 10.5 million commercial passengers and recorded over 280,000 total operations.

The Airport is home base for nearly 500 private general aviation aircraft. These aircraft run the gamut from vintage biplanes and helicopters to corporate jets. Two full service FBOs and two limited service FBOs currently operate at the Airport. In addition, JWA also hosts a variety of hangar, charter, flight school, maintenance and other general aviation service providers. General aviation facilities occupy approximately 73 acres at the Airport and account for nearly 200,000 of JWA's total operations.

Retail and Food & Beverage Concessions

Currently, JWA has Food and Beverage concession agreements with Vino Volo, Carl's Jr. McDonald's and Host International, which expires in September of 2022. The phase I food & beverage tenants are Mission Yogurt, Bambuza OC Venture dba Coffee Bean & Tea Leaf, and Brodard which expire fifteen years from rental commencement date. JWA has News/Gift and Specialty Retail Concession agreements with Paradises and Hudson Group, whose lease terms expire in September of 2022 respectively. The existing Food & Beverage program includes 25 locations occupying 37,876 square feet and generates \$39,875,156.33 in gross receipts for calendar year 2018. The existing retail program includes 16 locations occupying 14,190 square feet and generates \$17,284,652.01 in gross receipts for calendar year 2018.

JWA released and awarded Phase I Request for Proposals for new concessions, which identifies new concession sites in addition to the current Food & Beverage and specialty retail concession offerings. The awarded concessions included two (2) specialty retail locations, two (2) casual dining locations, four (4) coffee locations, and one (1) quick serve location. The program goals for phase I RFP were as follows:

- To refresh the current program with a focus on local and regional concepts
- Provide a superior guest experience
- Provide new food and beverage options that reflect the evolving tastes from Orange County and Southern California that is fair and reasonably priced
- Provide specialty retail concepts that highlight merchandise and preferences of today's JWA traveler

To provide a superior guest experience, JWA will need to develop optimal concession spaces. JWA is proposing a comprehensive final phase Concession Development Program, which will encourage local concepts and brands in its quick serve and casual dining categories.



Rental Car Concession

~~On May 7, 2013, the Board of Supervisors (“Board”) awarded concession leases to six (6) rental car companies, Hertz/Dollar, Alamo/National, Avis, Enterprise, Budget, and Advantage for the operation of the rental car concessions at John Wayne Airport (JWA) for a term of five years, from December 1, 2013, through November 30, 2018.~~

~~On November 20, 2018, the Board approved amendments that extended the term of the existing rental car concessions through November 30, 2019. The one year extension allowed JWA to conduct parking studies and finalize a new rental car layout for level 0 of the parking garage.~~

~~Currently, there are four (4) rental car companies under five (5) leases representing seven (7) brands located at the airport. The brands on airport are Hertz, Dollar, Avis, Budget, National, Alamo, and Enterprise. Advantage Rent A Car did not participate in the lease extension and vacated the airport on November 30, 2018.~~

~~JWA released an RFP on May 22, 2019 for proposals from rental car companies (“RAC”) to provide nonexclusive on airport rental car concessions for the purpose of arranging rental services of motor vehicles at JWA. The On Airport Rental Car Concession Lease will have a ten (10) year term from December 1, 2019 to November 30, 2029. There are nine (9) concession sites available under the RFP. Each concession site includes space allocated for ready car parking areas, common drives, walkways and service areas, service counter space and office space and optional overflow vehicle parking at the Main Street Lot.~~

~~Consultant will perform services set forth in the RFP and as assigned by task as follows:~~

~~Task 1—Research and Review Future Concession Planning~~

- ~~1. Concession development planning for Phases III and IV~~
- ~~2. Identify key comparative metrics, relevant concession facilities, including benchmarking analysis (e.g., regional competing airports and comparable medium hub airports with substantial activities).~~
- ~~3. Merchandise planning and review~~
- ~~4. Financial analysis~~
- ~~5. Industry trends~~
- ~~6. New tenant interim phasing roll out plan~~

~~Task 2—Research and Review Future Rental Car Concession Planning~~

- ~~1. Phasing and development consultation~~
- ~~2. Review of proposed tenant improvements~~
- ~~3. Financial analysis~~

~~Task 3—Chair RFP Review Panels~~

- ~~1. Non Voting Chairperson of RFP Review Panels~~
- ~~2. Report regarding RFP proposals will be prepared for the Airport.~~
- ~~3. Summary of Findings—Recommended Slate for Board of Supervisors~~
- ~~4. Prepare presentation materials for the Airport~~
- ~~5. Assist with Airport staff recommendation and supporting documentation to Board of Supervisors~~

**Task 4 – Post RFP Selection and Implementation Support**

1. ~~Phasing and development consultation~~
2. ~~Review of proposed tenant improvements~~
3. ~~Evaluate concessionaire performance, merchandise mix & pricing, and other agreement compliance issues~~

Task 5 – Strategic Plan to JWA for Prospective Airport Lounges

1. ~~Internal Lounge Marketplace Assessment~~
2. ~~External Lounge Marketplace Assessment~~
3. ~~Recommendations/real estate plan for lounges~~
4. ~~Tenders, Awards, and Contracting~~

Task 6 – Solicitation Strategy and Support

1. ~~Preparation of solicitation and related documents~~
2. ~~Conduct outreach for concession opportunities~~
3. ~~Proposal evaluation support~~
4. ~~Award and contracting support~~

Task 7 – Other Services

~~Provide other advisory services to Airport management. Revise, update and prepare presentation materials. The Airport, at its discretion, may request the Consultant be available to present the report in meetings.~~

Consultant Performance Expectations

~~Consultant is expected to perform tasks in a timely manner and adjust tasks as directed by the Deputy Airport Director of Business Development. Consultant must respond to requests within forty eight hours of notification.~~



ATTACHMENT B
Consultant's Pricing

I. **Compensation:** This will be a Time and Material and Fixed Price by Task with a Not-to-Exceed Amount Contract between the County and the Consultant for Concession, Rental Car, planning services, analysis, RFP support, and phasing consultation as defined in Attachment A - Scope of Work. Consultant agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials called for, labor, insurance and bonds, equipment, materials, overhead, travel, etc. 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 Consultant of all its duties and obligations hereunder.

Consultant shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work under an authorized Task Order. County shall have no obligation to pay any sum in excess of total Contract not-to-exceed amount specified herein or the not-to-exceed amount specified in the respective Task Order, unless authorized by amendment in accordance with Article "C" – Amendments – Changes/Extra Work.

Contract Amount not to exceed \$313,914,500,000.00

Description	Not To Exceed
Task 1 – Research and Review Future Concession Planning	\$27,890,221,180.00*
Task 2 – Research and Review Future Rental Car Concession Planning	\$0.00**
Task 3 – Chair RFP Review Panels	\$304,872.00*
Task 4 – Post RFP Selection and Implementation Support	\$69,109,642.00*
Task 5 – Strategic Plan to JWA for Prospective Airport Lounges	\$77,250,515,500.00* Lump Sum
Task 6 – Solicitation Strategy and Support	\$88,260,141,945.00*
Task 7 – Other Services/Travel Expenses	\$20,000,133,861.00*

*Please see Attachment C, Staffing Plan for Hourly Billing Rate. Other Services will be provided based on time and on Hourly Billing Rate. Travel expenses will be billed at actual cost without markup and approved by JWA.

**Previously completed in years 1, 2 and 3.

II. **Payments and Invoicing:** Consultant shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Consultant.

Billing shall cover services not previously invoiced. Consultant shall reimburse County for any monies paid to Consultant for services not provided or when services do not meet Contract requirements.

Payments made by County shall not preclude the right of 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. Consultant will provide an invoice on Consultant's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. Consultant's name and address
- b. Consultant's remittance address (if different from "a" above)
- c. Name of County agency department
- d. County Contract number
- e. Service date(s)
- f. Service description
- g. Employee classification(s) and hourly rate



- h. Consultant's Federal Taxpayer Identification Number
- i. Name of County department (John Wayne Airport)
- j. County Contract number
- k. Invoice number
- l. Hourly rate and number of hours
- m. Total Invoice Amount

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



ATTACHMENT C

Staffing Plan

Key Personnel Staff to perform Contract duties by Service Category

Service Category: Retail, Food and Beverage Concessions and Lounge Consulting

Name	Classification/Title	Hourly Billing Rate	Task Assigned	Percent of Total Project
Anthony Drake	Executive Vice Pres.	\$0	Consulting Officer	5%
Bhavesh Patel	Vice President	\$245.00	Officer in Charge	30%
Firelli Pitters	Managing Director	\$225.00	Project Manager	20%
Kenneth Buckner	Director	\$210.00	Consultant	30%
Jaime Ambrosio	Director	\$210.00	Consultant	15%
Michelle Robinson	Principal	\$216.00	Sub-Consultant	As needed
Rosemarie S. Andolino	Managing Partner	\$245.00	Sub-Consultant	As needed
Anthony Tangorra	Managing Partner	\$245.00	Sub-Consultant	As needed

100%

~~Substitution or addition of Consultant's key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Coordinator.~~

~~Consultant may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County Project Manager approval. County reserves the right to have any of Consultant personnel removed per Article 16 — Consultant's Project Manager and Key Personnel.~~

Contract Summary Form

Unison Consulting, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Costs: contract amount not to exceed \$500,000. Page 1
2. Contract's Additional Terms and Conditions: effective August 1, 2022, and shall be effective for two (2) years after that date. Page 1
3. Pricing: Attachment B. Page 3

SUBCONTRACTORS

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past (if there is information available), subcontractor(s) have/have not been used for this contract.

This contract includes the following subcontractors or pass through to other providers.

Michelle Robinson	Architectural Services	unknown
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CONTRACT OPERATING EXPENSES \$500,000

Description	
Task 1 – Research and Review Future Concession Planning	\$22,180.00
Task 2 – Research and Review Future Rental Car Concession Planning	\$0.00
Task 3 – Chair RFP Review Panels	\$40,872.00
Task 4 – Post RFP Selection and Implementation Support	\$109,642.00
Task 5 – Strategic Plan to JWA for Prospective Airport Lounges	\$51,500.00
Task 6 – Solicitation Strategy Support	\$141,945.00
Task 7 – Other Services/Travel Expenses	\$133,861.00