



AGENDA STAFF REPORT

ASR Control 22-000394

MEETING DATE: 06/07/22
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Pending)
DEPARTMENT CONTACT PERSON(S): Richard Francis (949) 252-5166
Kevin B. Flynn (949) 252-6038

SUBJECT: Approve Contract Amendment for Passenger Boarding Bridges and Baggage Services

Table with 3 columns: CEO CONCUR (Pending Review), COUNTY COUNSEL REVIEW (Approved Agreement to Form), CLERK OF THE BOARD (Discussion, 3 Votes Board Majority)

Budgeted: Yes Current Year Cost: \$28,920 Annual Cost: FY 2022-23 \$232,564

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: 12/7/2021 #18, 5/19/2020 #31, 12/18/2018 #S35E, 12/4/2018 #28

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or Deputized designee to execute Amendment Number Three to amend the Contract with JBT AeroTech Corporation for Terminals A, B and C Passenger Boarding Bridges and Baggage Handling System Maintenance Services, effective upon Board approval, through January 13, 2023, to increase the Contract amount by \$261,484 and revise the Year 4 Additional Repairs and Work cost to \$450,000, for a new total Contract amount not to exceed \$4,933,116, and a revised cumulative total Contract amount not to exceed \$16,994,663.

SUMMARY:

Approval of Amendment Number Three to increase the Contract amount by \$261,484 and revise the Year 4 Additional Repairs and Work cost to \$450,000 for additional and unforeseen repairs will ensure the safe, secure and efficient movement of baggage for the traveling public at John Wayne Airport.

BACKGROUND INFORMATION:

On December 18, 2018, the Board of Supervisors (Board) approved Contract MA-280-19010940 (Contract) with John Bean Technologies Corporation dba JBT AeroTech Services for Terminals A, B and C Passenger

Boarding Bridges (PBB) and Baggage Handling System (BHS) maintenance services. On May 19, 2020, the Board approved the Assignment, Novation and Consent Agreement to transfer and assign the Contract for services with John Bean Technologies Corporation dba JBT AeroTech Services to JBT AeroTech Corporation (JBT), effective August 1, 2019. On December 7, 2021, the Board approved a fourth-year renewal of the subject Contract for one year, effective January 14, 2022, through January 13, 2023. The renewal increased the Contract amount to \$4,273,116, and included a 10 percent contingency. The Contract is comprised of an operation and maintenance fixed-fee amount of \$3,823,116 and \$450,000 for unforeseen additional repairs and work per year.

The Contract is subject to California Prevailing Wages. JBT performs the scope of work using staff classified as Stationary Engineers and Utility Engineers. Minimum compensation, including hourly rates and benefits, are prescribed by the California Director of Industrial Relations (DIR) via Prevailing Wage Rate determinations.

As noted above, on December 7, 2021, the Board authorized the County Procurement Officer or Deputized designee to exercise a contingency Contract cost increase, not to exceed 10 percent of the first year Contract amount. The Contract amount for the first year term was \$3,985,164, resulting in a maximum allowable increase of \$398,516.

On December 8, 2021, the DIR issued a revised Prevailing Wage Determination increasing the minimum compensation of the Stationary and Utility Engineers. However, the increase in prevailing wage was higher than the 10 percent contingency amount. Consequently, on January 10, 2022, JBT submitted a request to increase the monthly fixed-fee for operations and maintenance from \$318,593 to \$373,593, an annualized increase of \$660,000. JWA submitted a Contingency Use Request Form, which was approved on February 14, 2022, by the County Procurement Officer and Chief Financial Officer.

On March 16, 2022, John Wayne Airport (JWA) and JBT executed Amendment Number Two and exercised the Contract contingency amount of \$398,516, revised the Year 4 Monthly cost to \$373,593, and reduced the Year 4 Additional Repairs and Work to \$188,516, for a new total Contract amount not to exceed \$4,671,632. Amendment Number Three is to add back \$261,484, restoring the amount available for Additional Repairs and Work to \$450,000 for a new total Contract amount not to exceed \$4,933,116.

The Contract provides maintenance and on-site emergency technician response for JWA's BHS and PBBs and associated components. Both of these major equipment systems are mission-critical elements of a modern, commercial service airport.

The BHS allows the Transportation Security Administration (TSA) to meet their 100 percent checked baggage screening requirement by ensuring that all checked-in baggage is adequately screened.

JWA's BHS consists of both inbound and outbound lines. The BHS includes 16,000 linear feet of conveyor belt that carries baggage from the curbside and ticket counter check-in areas, through the TSA baggage screening room and out to six baggage carousel units in the secure operating area of the terminal adjacent to the commercial aircraft gates. Also included in the baggage system are seven baggage claim carousels utilized by passengers in the arrivals area of the terminal building and the belt segments that feed these carousel units.

JWA also operates 20 PBBs, also known as Passenger Boarding Bridges, which are utilized by aircraft when parked at the gates. Each PBB includes a NOVA baggage slide/wheelchair lift, a fixed preconditioned air unit, connections for potable water and a 400 Hz electrical ground power unit. The successful operation

of PBBs is critical to ensuring the high aircraft turnaround rates required to maintain air carrier flight schedules.

This Contract is in the first renewal term, as approved in the original three-year Contract. JWA anticipates returning to the Board for approval of the second and final renewal term in the fall of 2022.

Board Date	Action Taken	Operation and Maintenance	Additional Repairs and Work	Total Amount	Contract Term
12/18/2018 #35E	Board approved Contract MA-280-19010940	\$10,711,547	\$1,350,000	\$12,061,547	1/14/2019 -1/13/2022
5/19/2020 #31	Board approved the Assignment, Novation and Consent Agreement to transfer and assign the Contract	\$0	\$0	\$0	1/14/2019 -1/13/2022
12/7/2021 #18	Board Approved Amendment No. 1 to renew the Contract for one additional year	\$3,823,116	\$450,000	\$4,273,116	1/14/2022 -1/13/2023
3/16/2022*	Amendment No. 2 executed by Deputy Purchasing Agent to exercise the Contract contingency amount	\$660,000	(\$261,484)	\$398,516	1/14/2022 -1/13/2023
6/7/2022	Amendment No. 3 proposed for Board approval to increase the Contract	\$0	\$261,484	\$261,484	1/14/2022 -1/13/2023
	Total	\$15,194,663	\$1,800,000	\$16,994,663	

*Authorized by Board pursuant to Section 3.3-113 of 2021 Contract Policy Manual

The Orange County Preference Policy was not applicable when this solicitation was issued in 2018.

This Contract includes subcontractors. See Attachment C for information regarding subcontractors and the Contract Summary Form.

Compliance with CEQA: The proposed project was previously determined to be Categorically Exempt from CEQA pursuant to section 15301 (Class 1) of the CEQA Guidelines, on December 4, 2018, when it

was originally approved because the amendment involves the operation, maintenance, and repair of existing public facilities with no expansion of existing use. The proposed project is still consistent with this determination.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Fund 280, Airport Operating Fund, FY 2021-22 Budget and will be included in the budgeting process for future years.

The Contract referenced in this agenda item contains language that permits reductions or termination of the Contract immediately and without penalty if approved funding or appropriations are not forthcoming.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment Number Three to Contract MA-280-19010940 with JBT AeroTech Corporation

Attachment B – Redline to Contract MA-280-19010940 with JBT AeroTech Corporation

Attachment C – Contract Summary Form



County of Orange, John Wayne Airport

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

**AMENDMENT NUMBER 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, 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; 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 \$4,933,116.00
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.



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. Budakin DAVID C. BUDAKIN, PRESIDENT JBT AEROTECH, 5/2/22
Signature Name Title Date

Ed Schoedof Ed Schoedof, CFO JBT AeroTech 5/2/22
Signature Name Title Date

COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Signature Name Deputy Purchasing Agent Title Date

APPROVED AS TO FORM:

County Counsel

By [Signature]
Date 5-5-22
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
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 \$4,933,116.00

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	\$450,000.00

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



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, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent

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>450,000.00</u>

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.

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- 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.

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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

Contract Summary Form

JBT AeroTech Corporation (JBT)

SUMMARY OF SIGNIFICANT CHANGES

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 \$4,933,116.00
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.

SUBCONTRACTORS

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

Subcontractor Name	Service(s)	Amount
Brock Solutions	Phone, online, and onsite technical support for Terminals A & B BHS	Unknown as required services are as needed.
Daifuku Webb	Phone, online, and onsite technical support for Terminals A & B BHS	Unknown as required services are as needed.

CONTRACT OPERATING EXPENSES

Operating Expenses shall be consistent with the following:

Year Four (4) contract Amount not to exceed \$4,933,116.00

Description	Unit	Amount
Year 4 – Monthly Cost	Month	\$373,593.00

Additional Repairs and Work/Spare Parts:

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

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.