DRAFT

2

Agenda Item



AGENDA STAFF REPORT

ASR Control 23-001141

MEETING DATE: 02/27/24

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 5

SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Charlene Reynolds (949) 252-5183

Robert Holden (949) 252-5246

SUBJECT: Approve Amendment Two with LAZ Parking California, LLC for Shuttle Services

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDPending ReviewApproved Agreement to FormDiscussion3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$1,640,000 Annual Cost: FY 2024-25

\$1,140,000

County Audit in last 3 years: No

Staffing Impact: No # of Positions: Sole Source: Yes

Current Fiscal Year Revenue: N/A Funding Source: Fund 280: 100%

Levine Act Review Completed: Yes

Prior Board Action: 8/23/2022 #22, 8/24/2021 #17, 6/6/2017 #37

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or Deputized designee to execute Amendment Number Two to the sole source contract with LAZ Parking California, LLC, for Shuttle Services, to extend the term from March 31, 2024, to September 30, 2024, in a new total amount not to exceed \$8,924,738, for a revised cumulative contract total amount of \$13,021,230.

SUMMARY:

Approval of Amendment Number Two with LAZ Parking California, LLC for Shuttle Services will provide continued safe and efficient transportation of John Wayne Airport passengers and employees between the Main Street Parking Lot and the Thomas F. Riley Terminal. This will allow greater operational flexibility while the Airport prepares a new Airport Parking Management and Shuttle Services Operating Agreement for the Board of Supervisors' consideration as a result of the new RFP.

BACKGROUND INFORMATION:

On June 6, 2017, the Board of Supervisors (Board) awarded a contract to LAZ Parking California, LLC (LAZ Parking) for shuttle services through June 30, 2020, renewable for two additional one-year terms.

The services included routes to and from the Main Street and employee parking lots. In March 2020, the governor of California declared a state of emergency due to the threat of COVID-19. Impacts to travel and passenger traffic were sudden and required immediate action by John Wayne Airport (JWA). Due to the drastic drop in passenger traffic, the Main Street and employee parking lots were closed and employee parking was relocated to the A2 terminal parking garage. As such, JWA did not exercise its option to renew the contract with LAZ Parking.

On August 24, 2021, the Board awarded a contract to LAZ Parking for Shuttle Services through September 30, 2022, renewable for one additional one-year term.

As restrictions related to the pandemic eased and the volume of air travelers steadily rose, JWA staff carefully monitored public parking demand. On November 22, 2021, JWA opened the Main Street Lot and activated the Main Street Shuttle service to restore an economy parking option for the traveling public. On May 23, 2022, JWA activated the Employee Shuttle service to free up public parking space in the A2 garage by relocating tenant employee parking to the Main Street Parking Lot. The contract permitted JWA to adjust the schedule of the shuttles based upon passenger and tenant employee needs.

This contract was previously approved as a sole source contract because the incumbent operator of the parking facilities and valet parking, LAZ Parking, was already on-site, had the required shuttle fleet that has been in use since November 2021, and had an operational shuttle office facility. LAZ Parking is presently using the same shuttles used in the previous contract. New vendors may have to acquire shuttles needed to meet the contract requirements.

On August 23, 2022, the Board approved Amendment Number One to renew the contract for 18 additional months while the Airport prepared for the issuance of a solicitation. JWA released an RFP, for a new parking and valet management and shuttle contract to include JWA-owned electric shuttles; however, the commencement of electric shuttle use at JWA has been delayed due to an unavoidable delay of electric charger infrastructure and installation. A combination of manufacturer changes, scarcity of necessary charger components, and delays in obtaining the required charger certification has impacted the infrastructure design schedule. Based on current market information, the delivery and installation of the chargers are expected in the spring of 2025.

As such, JWA staff recommends extending the sole source contract with LAZ Parking for an additional six months to provide a new Airport Parking Management and Shuttle Services Operating Agreement for the Board of Supervisors' consideration.

Board Action and changes in contract amounts are shown below.

LAZ Parking

Board Date	Action Taken	Contract Term/Amendment Amount	Not to Exceed Contract Amount	Contract Term
8/24/2021 #17	Board approved contract MA-280-22010053	\$4,096,492	\$4,096,492	10/1/2021 — 9/30/2022
8/23/2022 #22	Amendment Number One	\$6,144,738	\$6,144,738	10/1/2022 —

	approved to renew the contract for 18 additional months			3/31/2024
2/6/2024	Amendment Number Two proposed for Board approval to extend the contract for six additional months	\$2,780,000	\$8,924,738	10/1/2022 – 9/30/2024
	Total	\$13,021,230		

The contract does not include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form. The Orange County Preference Policy is not applicable to this Sole Source contract. Contractor performance has been confirmed as at least satisfactory. JWA has verified that there are no concerns that must be addressed with respect to the contractor's ownership/name, litigation status, or conflicts with County interests.

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 August 24, 2021, when it was originally approved because the exemption provides for the operation and maintenance of existing public service facilities and equipment, involving no expansion of existing or former use. The proposed project is still consistent with this determination.

FINANCIAL IMPACT:

Appropriations for this contract are included in Airport Operating Fund, Fund 280, FY 2023-2024 Budget and will be included in the budgeting process for future years.

The contract contains language that permits reductions or termination of the contract immediately without penalty if approved funding or appropriations are not forthcoming and upon 30 days' notice without penalty.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment Number Two to Contract MA-280-22010053 with LAZ Parking California, LLC

Attachment B – Redline of Contract MA-280-22010053

Attachment C - Contract Summary Form

AMENDMENT NUMBER TWO FOR SHUTTLE SERVICES

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 LAZ Parking California, LLC ("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-280-22010053 for Shuttle Services, effective October 1, 2021 through September 30, 2022, with a Total Contract Amount not to exceed \$4,096,492.00 ("Contract"); and,

WHEREAS, the Parties renewed the Contract for eighteen (18) months, effective October 1, 2022, through March 31, 2024, with a new Total Contract Amount not to exceed \$6,144,738.00 and,

WHEREAS, the Parties now desire to increase the contract amount by \$2,780,00.00 and extend the Contract term for six (6) months through September 30, 2024, for a new Total Contract Amount not to exceed \$8,924,738.00 and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

- 1. Section 2 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
 - 2. <u>Contract Term</u>: Contract shall be extended through September 30, 2024, unless otherwise terminated herein.
- 2. Attachment B shall be removed and replaced in its entirety as attached hereto.
- 3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)



County of Orange, John Wayne Airport

MA-280-22010053 Shuttle Services

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

LAZ Farking/Call	fornia, LLC*		
May MV	Jeffrey N. Karp	President	01/09/2024
Signature	Name	Title	Date
Signature	Name	Title	Date
COUNTY OF OR	ANGE, a political subdivision	n of the State of California	
COUNTY AUTHO	ORIZED SIGNATURE:		
		Deputy Purchasing Age	ent
Signature	Name	Deputy Purchasing Ag Title	ent Date
APPROVED AS TO			
APPROVED AS TO County Counsel			
APPROVED AS TO County Counsel By			

^{*} 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 PAYMENT/COMPENSATION

1. Compensation: This is a firm-fixed rate Contract between the County and Contractor for Shuttle Services as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing 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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

DESCRIPTION	Unit	COST
(A) Courtesy/Employee Shuttle Operation Hour (including delayed flights/special events)	Hour	\$89.00
(B) Estimated number of annual hours	Hour	49,816
(C) Estimated monthly cost	Month	\$370,647.47

Total Contract Amount Not To Exceed:

*\$8,924,738.00

- * Faithful Performance Bond for 25% of this annual amount is required
- 3. Price Increase/Decreases: No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service on County property and all Contractor personnel desiring to park at JWA shall park at the Main Street Lot and pay applicable parking fees.

6. Payment Procedure:

a. Payment of Fee to Contractor: On or before the 15th day of the month, Contractor shall submit a monthly invoice to JWA/Accounts Payable. Said monthly invoice shall separately specify the hours of operation performed for the previous monthly period, defined as the first day of the calendar month through the last calendar day of the month. Operation hours submitted shall not exceed the Courtesy or Employee shuttle identified in Attachment F unless previously approved by County Project Manager.

All such invoices shall have attached thereto supporting documents compiled by Contractor enumerating operation hours itemized by vehicle identification number, shuttle fuel type, actual date of shuttle operation, hours of the day the shuttle was in operation, route driven by shuttle (Main Street), any non-operational hours or other deductions, and the resultant total billable hours. All hours reported shall be rounded in accordance with Attachment A, Scope of Work, to the nearest quarter-hour. The invoices shall be itemized and certified under penalty of perjury by a duly authorized representative of Contractor and shall be in a form of content satisfactory to County. County reserves the right to require additional substantiation of such payment request submitted including but not limited to, shuttle driver logs, employee timekeeping system records, employee work schedules, GPS tracking reports, and other timekeeping records.

Unsupported hours billed to County and paid to Contractor may be subject to assessment of penalties as described in Attachment C – Schedule of Deductions.

- b. Right to Offset: County Project Manager, without waiver of limitation to County's rights or remedies, reserves the right to offset fees for unsubstantiated operation hours or any item enumerated in Attachment C- Schedule of Deductions. Failure to report operation hours as set forth in herein in the Contract above may result in a deduction of fees for such period(s) containing unsupported operation hours. County will provide Contractor with written of amounts withheld.
- c. County reserves the right to impose deductions in addition to Attachment C Schedule of Deductions based on egregious Contract deficiencies
- 7. 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. Vendor 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.

- 8. 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.
- 9. 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

MA-280-22010053 Shuttle Services

an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

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

Mailed to

John Wayne Airport

Attention: Accounts Payable

3160 Airway Avenue Costa Mesa, CA 92626

OR

Emailed to

AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.

AMENDMENT NUMBER TWOONE FOR SHUTTLE SERVICES

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 LAZ Parking California, LLC ("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-280-22010053 for Shuttle Services, effective October 1, 2021 through September 30, 2022, with a Total Contract Amount not to exceed \$4,096,492.00 ("Contract"); and,

WHEREAS, the Parties now desire to renewed the Contract for eighteen (18) months, effective October 1, 2022 through March 31, 2024, with a new Total Contract Amount not to exceed \$6,144,738.00 and amend the Renewal provision; and,

WHEREAS, the Parties now desire to increase the contract amount by \$2,780,00.00 and extend the Contract term for six (6) months through September 30,02024, for a new Total Contract Amount not to exceed \$8,924,738.00 and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

- 1. Section 2 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
 - 2. <u>Term of Contract Term</u>: Contract shall be <u>renewed commencing on October 1, 2022</u> and shall be effective for eighteen months extended through September 30,2024, unless otherwise terminated <u>as provided</u> herein. <u>Total Contract Amount not to exceed \$6,144,738.00</u>.
- 2. Attachment B shall be removed and replaced in its entirety as attached hereto.
- 3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(signature page follows)

Page 1 of 5

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written. LAZ Parking California, LLC* Title Signature Name Date 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 B PAYMENT/COMPENSATION

1. Compensation: This is a firm-fixed rate Contract between the County and Contractor for Shuttle Services as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing 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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

DESCRIPTION	Unit	COST
(A) Courtesy/Employee Shuttle Operation Hour (including delayed flights/special events)	Hour	\$89.00
(B) Estimated number of annual hours	Hour	4 6,028 49,816
(C) Estimated monthly cost	Month	\$341,374.33370,647.47

Total Contract Amount Not To Exceed:

*\$6,144,738.008,924,738.00

- 3. Price Increase/Decreases: No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- **4. Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service on County property and all Contractor personnel desiring to park at JWA shall park at the Main Street Lot and pay applicable parking fees.

^{*} Faithful Performance Bond for 25% of this annual amount is required

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All such invoices shall have attached thereto supporting documents compiled by Contractor enumerating operation hours itemized by vehicle identification number, shuttle fuel type, actual date of shuttle operation, hours of the day the shuttle was in operation, route driven by shuttle (Main Street), any non-operational hours or other deductions, and the resultant total billable hours. All hours reported shall be rounded in accordance with Attachment A, Scope of Work, to the nearest quarter-hour. The invoices shall be itemized and certified under penalty of perjury by a duly authorized representative of Contractor and shall be in a form of content satisfactory to County. County reserves the right to require additional substantiation of such payment request submitted including but not limited to, shuttle driver logs, employee timekeeping system records, employee work schedules, GPS tracking reports, and other timekeeping records.

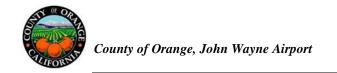
Unsupported hours billed to County and paid to Contractor may be subject to assessment of penalties as described in Attachment C – Schedule of Deductions.

- b. Right to Offset: County Project Manager, without waiver of limitation to County's rights or remedies, reserves the right to offset fees for unsubstantiated operation hours or any item enumerated in Attachment C- Schedule of Deductions. Failure to report operation hours as set forth in herein in the Contract above may result in a deduction of fees for such period(s) containing unsupported operation hours. County will provide Contractor with written of amounts withheld.
- c. County reserves the right to impose deductions in addition to Attachment C Schedule of Deductions based on egregious Contract deficiencies
- 7. 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. Vendor 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.

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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.

- **8. 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.
- 9. 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:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

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

Mailed to John Wayne Airport

Attention: Accounts Payable

3160 Airway Avenue Costa Mesa, CA 92626

OR

Emailed to Accounts Payable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.

Contract Summary Form

OC Expediter Requisition #: 1652751

LAZ Parking California LLC

SUMMARY OF SIGNIFICANT CHANGES

- 1. Costs: Increase contract amount by \$2,780,000.00. Page 1.
- 2. Term: Extend the contract term for six months through September 30, 2024. Page 1.
- 3. Rate: Hourly rate to remain at \$89. Page 3.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

DESCRIPTION	Unit	COST
(A) Courtesy/Employee Shuttle Operation Hour (including delayed flights/special events)	Hour	\$89.00
(B) Estimated number of annual hours	Hour	49,816
(C) Estimated monthly cost	Month	\$370,647.47

Total Contract Amount Not To Exceed:

\$8,924,738.00