



AGENDA STAFF REPORT

ASR Control 24-000704

MEETING DATE: 11/19/24
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 V. Reynolds (949) 252-5183
Amer Moujtahed (949) 252-6038

SUBJECT: Approve Amendment Six for Passenger Loading Bridge and Baggage Services

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

Budgeted: Yes
Current Year Cost: \$2,945,437
Annual Cost: FY 2025-26 \$6,365,071
FY 2026-27 \$8,500,540
FY 2027-28 \$3,471,080

Staffing Impact: No # of Positions: Sole Source: No
Current Fiscal Year Revenue: N/A
Funding Source: Other: 100% (Fund 280) County Audit in last 3 years: No
Levine Act Review Completed: Yes
Prior Board Action: 12/6/2022 #S26E, 6/7/2022 #10, 12/7/2021 #18, 5/19/2020 #31

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or Deputized designee to execute Amendment Number Six to renew the contract with Oshkosh AeroTech, LLC for Terminals A, B and C Passenger Loading Bridge and Baggage Handling System Maintenance Services, effective January 14, 2025, through January 13, 2028, in the amount of \$21,282,128 for a revised cumulative total contract amount not to exceed \$53,993,831.

SUMMARY:

Approval of Amendment Six to renew the contract for an additional three years will ensure the safe, secure, and reliable handling of baggage and orderly loading of passengers at John Wayne Airport.

BACKGROUND INFORMATION:

John Wayne Airport (JWA) operates 20 Passenger Loading Bridges and a Baggage Handling System (BHS) to route inbound and outbound baggage. The passenger loading bridges are enclosed "tunnels" on

wheels that connect to the terminal at one end, with the other end free to move and adjust, creating a bridge from the plane door to the terminal. They allow passengers to safely embark and disembark from aircraft without being exposed to the elements, enabling efficient ground handling operations. The loading bridges include computer control panels, mechanical drive systems, preconditioned air units, and potable water supply cabinets. The BHS is comprised of Lower Level Components (LLCs) and Upper Level Controls (ULCs). The LLCs primarily consist of inbound and outbound conveyor belt systems and carousels, while the ULCs include a computer server, software, operating system, and network components used to control the operation of the BHS. Each system incorporates belts, motors, hoses, hydraulic systems, and electronic and computer components that must be continually inspected and maintained to provide reliable service.

JWA has contracted with Oshkosh AeroTech, LLC (Oshkosh) and its predecessor, John Bean Technologies Corporation dba JBT AeroTech Services, since 1990 for the operation and maintenance (O&M) of the BHS and Passenger Loading Bridges. On May 19, 2020, the Board of Supervisors (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 effective August 1, 2019. On February 16, 2024, as a result of an acquisition, the County consented to the assignment of the Contract from JBT AeroTech Corporation to Oshkosh.

In addition to the routine fixed-fee O&M of the passenger loading bridges and baggage handling system, the contract has also included additional parts replacement, repair work, training, programming, consulting, and troubleshooting support for the entire BHS system, including both the ULCs and LLCs, as needed, on a time and materials basis and a not-to-exceed additional services budget included in the contract.

The current contract has been amended as set forth below:

<b>Board Date</b>	<b>Action Taken</b>	<b>O&amp;M</b>	<b>Additional Repairs and Work/ Upper-Level Controls</b>	<b>Contract Term/ Amendment Amount</b>	<b>NTE Contract Amount</b>	<b>Contract Term</b>
12/18/2018	Approved Contract MA-280-19010940	\$10,711,547	\$1,350,000	\$12,061,547	\$12,061,547	1/4/2019 - 1/13/2022
12/7/2021	Amendment No. One approved for one-year renewal	\$3,823,116	\$450,000	\$4,273,116	\$4,273,116	1/14/2022 - 1/13/2023
3/16/2022*	Amendment No. Two executed by DPA to exercise the contingency amount	\$660,000	(\$261,484)	\$398,516	\$4,671,632	1/14/2022 - 1/13/2023
6/7/2022	Amendment No. Three approved to increase the contract	\$0	\$261,484	\$261,484	\$4,933,116	1/14/2022 - 1/13/2023
12/6/2022	Amendment No.	\$0	\$292,227	\$292,227	\$5,225,343	1/14/2022 -

	Four approved to increase the contract					1/13/2023
12/6/2022	Amendment No. Five approved for a two-year renewal	\$9,987,396	\$5,437,417	\$15,424,813	\$15,424,813	1/14/2023 - 1/13/2025
Pending	Amendment No. Six proposed for Board approval to renew the contract for three additional years and increase the contract	\$15,677,688	\$5,604,440	\$21,282,128	\$21,282,128	1/14/2025 - 1/13/2028
	<b>Total</b>	<b>\$40,859,747</b>	<b>\$13,134,084</b>	<b>\$53,993,831</b>	<b>\$53,993,831</b>	

\*Authorized by Board pursuant to Section 3.3-113 of 2024 Contract Policy Manual

OC Public Works is currently in the design phase for a Capital Improvement Project (CIP), which will replace and upgrade a section of the baggage handling system. The project is scheduled to commence in 2025 and proceed through 2028. While construction of the new baggage system is in progress, baggage will be diverted from non-functional sections of the existing system to alternate baggage lines at the terminal. This process will increase the load on the baggage lines utilized to augment the downed baggage handling lines. Oshkosh is able to facilitate efficient project delivery with minimal disruption to existing JWA baggage handling operations as they are familiar with existing system components and functions and can perform timely, proactive and reactive repairs to maintain system reliability. Oshkosh possesses the experience and knowledge of JWA systems to ensure dependable operation of baggage handling and passenger loading bridge systems.

Beginning in February 2022, the JWA Information Technology (IT) team led a capital project in coordination with Orange County IT (OCIT), Oshkosh, and Brock Solutions to upgrade the ULC system in terminals A - C with a new network, server, desktop, display, data storage hardware, and develop a streamlined ULC application. The new system was fully implemented by June 2024.

This contract extension includes ongoing support and maintenance costs of the new ULC system, which provides vendor support and troubleshooting, monthly application of system patches and security updates, ad hoc deployment of urgent “zero-day” security hotfixes, recurring backups of system components, and additional emergency support or system enhancements, as needed. There is also an allocation in Year Eight for an optional scope of \$2,075,000, which includes a major operating system and software revisions if the software or hardware components were to reach or exceed their useful lifespan during the life of the contract.

Amendment Six renews the contract for an additional three years (years seven, eight, and nine) for maintenance & operations and unforeseen repairs. The annual cost increase for years seven through nine is directly attributable to the increased cost of spare parts and anticipated prevailing wage increases paid to the BHS and passenger loading bridge technicians, as this contract is subject to California Prevailing Wage Law. The Amendment also includes verbiage that allows de-scoping of the BHS system as portions of the ongoing CIP are completed.

Prior to Contract expiration, JWA will be soliciting a new contract for Passenger Loading Bridge and Baggage Services.

JWA seeks Board approval to execute Amendment Number Six to renew the Contract for three additional years with Oshkosh, effective January 14, 2025, through January 13, 2028, and increase the contract by \$21,282,128.

The Orange County Preference Policy was not applicable when this solicitation was issued in 2018. The Contractor's performance has been confirmed as 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.

This contract does not include subcontractors. See Attachment B for 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 continued 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 2024-2025 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 Six to Contract MA-280-19010940 with Oshkosh AeroTech LLC  
Attachment B – Contract Summary Form



County of Orange, John Wayne Airport

MA-280-19010940

Passenger Loading Bridge and Baggage Handling System Maintenance

**AMENDMENT NUMBER SIX  
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 Oshkosh Aerotech, LLC. (“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 JBT AeroTech Corporation, effective August 1, 2019; and,

**WHEREAS**, pursuant to Amendment Number One, JBT AeroTech Corporation and County 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, JBT AeroTech Corporation and County amended the Contract to revise the Year 4 Monthly Cost to \$373,593.00, and the Year 4 Additional Repairs and Work to \$188,516.00, 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**, pursuant to Amendment Number Three, JBT AeroTech Corporation and County amended the Contract to increase the Contract Amount by \$261,484.00, and revised 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

**WHEREAS**, pursuant to Amendment number Four, JBT AeroTech Corporation and County amended the Contract to increase the Contract Amount by \$292,227.00 to allow for the replacement of the current Upper Level (UL) Controls, for a new Total Contract Amount not to exceed \$5,225,343.00, and

**WHEREAS**, pursuant to Amendment number Five, JBT AeroTech Corporation and County renewed the Contract for two (2) years effective January 14, 2023, through January 13, 2025, with a new Total Contract Amount Not to Exceed \$15,424,813.00, and

**WHEREAS**, as a result of an acquisition, JBT AeroTech Corporation entered into an Assignment, Novation and Consent Agreement with County and Contractor to transfer and assign the Contract to Contractor, effective February 16, 2024, and

**WHEREAS**, the Parties now desire to renew the Contract for three (3) years effective January 14, 2025 through January 13, 2028, with a new Total Contract Amount Not to Exceed **\$21,282,128.00**, update the notice and insurance requirements and replace the Attachment B Contractor’s Pricing and Exhibit 1 in its entirety as attached hereto; and

**NOW, THEREFORE**, the Parties agree as follows:



### AMENDMENT TO CONTRACT ARTICLES

1. Section 2 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
  2. **Term of Contract**  
Contract shall be renewed commencing on January 14, 2025, and shall be effective for three (3) years, unless otherwise terminated as provided herein.
2. Section 3 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
  3. **Contract Amount Not to Exceed**  
Contract Amount shall not exceed **\$21,282,128.00.**
3. Section O. Insurance Requirements of the Contract's General Terms and Conditions shall be amended to read in its entirety as follows:
  - O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the



most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$5,000,000 per occurrence Commercial Ramp Access
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, employees, and agents* as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.



- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents** or provide blanket coverage, which will state **As Required by Written Contract**.

All insurance policies required by this Contract shall waive all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions are "Claims-Made" policy, Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.





County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

**34. Notices**

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

- Contractor: Oshkosh Aerotech, LLC.  
Project Manager Attention: Olivier Rettig  
4074 S. 1900 W.  
Roy, UT 84067  
Phone: (682)241-0406  
Email: orettig@oshkoshaerotech.com

- County: Airport Maintenance  
Project Manager Attention: Tyler Polidori  
3180 Airway Avenue  
Costa Mesa, CA 92626  
Phone: (949) 252-5095  
Email: tpolidori@ocair.com

- Assigned DPA: JWA/Procurement  
Attention: Monica Rodriguez, DPA  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: (949) 252-5240  
Email: [mmrodriguez@ocair.com](mailto:mmrodriguez@ocair.com)

5. Attachment B shall be replaced in its entirety as attached hereto.



*County of Orange, John Wayne Airport*

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

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6. Exhibit One shall be replaced in its entirety as attached hereto.
7. All other terms and conditions in this Contract, except as specifically amended herein, shall remain unchanged and have full force and effect.

*(signature page follows)*



County of Orange, John Wayne Airport

MA-280-19010940

Passenger Loading Bridge and Baggage Handling System Maintenance

**Signature Page**

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

**OSHKOSH AEROTECH, LLC\***

Signed by:			
	Pauline Kanouse	General Manager	10/15/2024
3FB74C39223A4A1...	_____	_____	_____
Signature	Name	Title	Date

Signed by:			
	Gary Barlow	OSK APS Controller	10/15/2024
4B495BC9BF46490...	_____	_____	_____
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 \_\_\_\_\_  
 26F9D76C929A49E... Deputy  
 Date 10/15/2024 \_\_\_\_\_

\* 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 \$21,282,128.00.**

**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
Year 5 – Monthly Cost	Month	\$409,757.00
Year 6 – Monthly Cost	Month	\$422,526.00
Year 7 – Monthly Cost	Month	\$431,828.00
Year 8 – Monthly Cost	Month	\$435,455.00
Year 9 – Monthly Cost	Month	\$439,191.00

**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
Year 5 – Additional Repairs and Work	Year	\$450,000.00
Year 6 – Additional Repairs and Work	Year	\$450,000.00
Year 7 – Additional Repairs and Work	Year	\$585,000.00*
Year 8 – Additional Repairs and Work	Year	\$585,000.00*
Year 9 – Additional Repairs and Work	Year	\$585,000.00*

\*Shipping and Taxes allowed to be paid on Spare Part Requests

**Additional Repairs and Work/Upper Level Control Maintenance Support**

Description	Unit	Amount
Year 7 - Upper Level Control Maintenance Support	Year	\$371,309.00
Year 7 – Emergency and System Enhancement Support	Year	\$211,200.00



County of Orange, John Wayne Airport

MA-280-19010940

Passenger Loading Bridge and Baggage Handling System Maintenance

Year 8 – Upper Level Control Maintenance Support	Year	\$361,469.00
Year 8 – Emergency and System Enhancement Support	Year	\$211,200.00
Year 8 - BHS Operating System & Software Revision Updates (Optional – Requires Airport Director written approval)	As Requested	\$2,075,000.00
Year 9 – Upper Level Control Maintenance Support	Year	\$408,062.00
Year 9 – Emergency and System Enhancement Support	Year	\$211,200.00
Emergency Support	Hourly	\$220.00/Hour**
System Enhancements	Hourly	\$176.00/Hour**

\*\*Emergency and System Enhancement Support to be billed hourly as requested by JWA

Year 7	
Classification	Straight Time Hourly Rate
Stationary Engineer	\$105.80
Maintenance Attendant	\$58.14

Year 8	
Classification	Straight Time Hourly Rate
Stationary Engineer	\$105.80
Maintenance Attendant	\$58.14

Year 9	
Classification	Straight Time Hourly Rate
Stationary Engineer	\$105.80
Maintenance Attendant	\$58.14

1. **Cost of Analysis of Personnel:** The State of California through the Department of Industrial Relations has made a Prevailing Wage Determination for this Contract renewal – Passenger Loading Bridge Baggage and Baggage Handling System Maintenance. Their position classifications are for the service personnel actually performing work under this Contract. These wage rates are mandatory.
2. **Fixed Rate:** The fixed rate shall include all requirements and expenses related to the performance for work and services set forth in the Scope of Work.
3. **Additional Repairs and Work:** Additional Repairs and Work shall be provided in accordance with Attachment A, Section E, at the prevailing rate specified above, Cost of Analysis of Personnel. Labor hours for required work shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis and shall be computed to the nearest one-quarter (1/4) hour.
  - a. In the event of additional work or required work outside of the normal work schedule, Contractor will be required to provide personnel to remedy any issues at the County’s request. In the event of such requests, Contractor will pay wages as specified in the most current Prevailing Wage Determination.
  - b. Subcontracting: Contractor will be allowed a markup no greater than 10 percent of actual costs from the subcontractor for payment submission for all subcontractor labor, materials, and equipment.
  - c. Parts Cost: Contractor shall be responsible for maintaining parts inventory as provided in the Contract. Parts used from the inventory and purchased by Contractor from other manufacturers, will be charged to County no greater than cost plus 10 percent.

Contractor shall provide a copy of the invoice from the manufacturer or vendor documenting the purchase price for the parts. County will certify on the invoice that prices are per the current



price list for all items having a per-unit cost exceeding \$250.00 and that the appropriate discounts have been applied.

**4. Deficient Performance:**

- a. Performance: County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.
- b. Attrition: In order to maintain high levels of competent personnel and minimize security violation issues, Contractor agrees to maintain attrition levels of the workforce assigned to JWA, excluding supervision and management, to less than 10% per month.

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

**5. CIP Project:**

- a. CIP (Capital Improvement Project) is planned to replace the Baggage Handling System (BHS) at John Wayne Airport. County reserves the right to request reduction in services for Baggage Handling System Maintenance as required due to BHS replacement.
- b. If reduction of services are requested, Contractor and County may reduce costs for Monthly Service Cost as mutually agreed upon and as authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the Board.

**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 all the 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



County of Orange, John Wayne Airport

MA-280-19010940

*Passenger Loading Bridge and Baggage Handling System Maintenance*

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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](mailto:AccountsPayable@ocair.com)



*County of Orange, John Wayne Airport*

*MA-280-19010940*

*Passenger Loading Bridge and Baggage Handling System Maintenance*

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**EXHIBIT ONE**  
**UPPER LEVEL (UL) CONTROLS MAINTENANCE SUPPORT**





**Baggage Handling System Technologies**  
**Oshkosh AeroTech Corporation**  
4074 South 1900 West  
Roy, UT 84067 U.S.A.

September 11, 2024

Rev 5 - Via Email

**Customer:** John Wayne Airport (JWA)  
**Project Name:** BHS Controls Service & Support  
**Proposal Type:** Budgetary Pricing  
**Location:** SNA Airport, Santa Ana, CA

Dear Sir or Madam,

Oshkosh AeroTech is pleased to submit a budgetary proposal for Brock Solutions Service & Support for a three-year extension on the existing Operations and Maintenance. This supplemental three-year period would begin on January 13, 2025 and end on January 13, 2028.

This proposal is based upon pricing received from Brock Solutions on October 24, 2022 during the upgrade proposal for the Upper-Level Controls of Terminals A/B/C at John Wayne Airport (BH1157 - SNA Terminal A-B-C Upper Level Replacement\_rev11) and includes the following scope of work:

## Scope of Work

The basic Scope of Work includes the following items:

- Basic Service and Support Administration (including monthly Microsoft Patches, cybersecurity testing & remediation and quarterly remote health checks on associated BHS equipment)
- Veeam Disaster Recovery (configuration and licensing of existing BHS equipment)
- SentinelOne Antivirus (configuration, licensing and updates on existing BHS equipment) – up to 54 licenses
- Third-party software patching (monthly basis)

Fixed price portion: \$1,140,840.

The three-year fixed-price portion is broken-down per year as:

- Year 1: \$371,309.
- Year 2: \$361,469.
- Year 3: \$408,062.

Hourly Rate Portion:

For each service ticket or support request created, hourly fees will be assessed for each type of service:

- Emergency Support: \$220/hour
- System Enhancements: \$176/hour

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Minimum billable time per call is 30 minutes. If travel is required, expenses will be billed at cost + 15% (per Brock Solutions' proposal). Costs will be determined based on a combination of a per diem allowance for meals and actual receipts for all other expenses. Materials will be billed at cost + 15% (per Brock Solutions' proposal). JWA Management approval will be obtained prior to initiating support or upgrade site travel.

### **Optional:**

#### Operating System & Software Revision Updates

In order to keep the operating systems up to date for a five-year period and third-party software within two major revisions (within 13 months of initial release), we anticipate at least one software upgrade will be necessary due to a scheduled mainstream end-date of Microsoft Server 2022 on October 13, 2026. Due to inflation and unexpected future costs, we cannot provide a firm price at this time for an anticipated future upgrade. We would expect a future budgetary single software upgrade to cost at approximately \$1,550,000 (if a hardware refresh is elected at this time, the hardware cost would be approximately \$525,000).\* This option requires a written agreement between both parties.

### **Clarifications/Exclusions**

- 1) This proposal from Oshkosh AeroTech is based on the terms and conditions of the Master Service Agreement (MA-280-19010940) and the associated change-orders approved to date.
- 2) This proposal is based on US Dollars. Taxes have not been included. All costs incurred are billable via the Oshkosh Master Service agreement based on a mark-up of 10%.
- 3) Monthly progress billing will be submitted in accordance with a mutually agreed upon Schedule of Values. All invoices are net 30 days.
- 4) Scope of based upon Upper-Level Controls and associated equipment installed as a part of BH1157 completed in June 2024. Any supplemental equipment or equipment added by another contractor is not supported under this proposal.
- 5) This proposal is limited to documents the Scope of Work (above). Any work that Oshkosh AeroTech is requested or directed to perform that is considered outside of its base contract requirements will require a fully executed Change Order for a mutually agreed upon lump sum price, or written agreement to proceed on a price and proceed or time & material basis.
- 6) All service and support charges will be invoiced on a monthly basis. Due to the implementation date of the support contract with Brock Solutions starting on July 1, 2024, the fixed portion of the support costs are not equal per month and cannot be divided by twelve months to obtain a monthly cost.

Thank you for the opportunity to bid on this project and I look forward to hearing from you soon.

Sincerely,

*Ryan Pulis*

Director of Controls & Engineering  
Oshkosh AeroTech, BHS Technologies

Oshkosh AeroTech Corporation

Airport Services | Ground Support Equipment | Jetway Systems® | Military Programs

<https://oshkosh-aerotech.com/>

## Contract Summary Form

OC Expediter Requisition #: 1672421

Oshkosh Aero Tech, LLC

### SUMMARY OF SIGNIFICANT CHANGES

1. Term: renewed for 3 years (years 7, 8, & 9) Jan 14, 2025 – Jan 13, 2028. Page 1
2. Costs: annual increases for anticipated spare parts cost & CA Prevailing Wage. 3-year renewal overall NTE \$21,282,128. Page 4
3. Scope: additional verbiage for Year 8 to include operating system & software revisions. Page 3
4. Scope: verbiage to allow for descoping of the BHS as portions of CIP are completed. Page 4

### 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 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 been used for this contract.

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

Unknown at this time	Unknown at this time	Unknown/as-needed by quote
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### CONTRACT OPERATING EXPENSES

**Current Year:** \$2,945,437 / **FY 25-26** \$6,365,071 / **FY 26-27** \$8,500,540 / **FY 27-28** \$3,471,080\*

Year 7: Fixed - \$5,181,936 / Addl. Work & Parts - \$585,000 / ULC Support - \$582,509

Year 8: Fixed - \$5,225,460 / Addl. Work & Parts - \$585,000 / ULC Support - \$572,669

ULC operating system & revision updates - \$2,075,000

Year 9: Fixed - \$5,270,292 / Addl. Work & Parts - \$585,000 / ULC Support - \$619,262

Total Contract Amount Not to Exceed: \$53,993,831 / Renewal NTE: \$21,282,128

\*Oshkosh contract term to end halfway through FY 27-28 (Jan 14, 2027-Jan 13,2028)

Contractor's Expense: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.