

MA-012-22011314

FOR

ON-CALL ENVIRONMENTAL CLEAN-UP SERVICES

BETWEEN

ORANGE COUNTY COMMUNITY RESOURCES/OC PARKS

AND

PATRIOT ENVIRONMENTAL SERVICES, INC.



**SUBORDINATE CONTRACT MA-012-22011314
WITH
PATRIOT ENVIRONMENTAL SERVICES, INC.
FOR
ON-CALL ENVIRONMENTAL CLEAN-UP SERVICES**

This Subordinate Contract MA-012-22011314 for On-Call Environmental Clean-Up Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources/OC Parks, a political subdivision of the State of California (hereinafter referred to as “County”) and Patriot Environmental Services, Inc., with a place of business at ~~508-1250 East E 23rd St., Unit A, Wilmington~~Signal Hill, CA 9074455 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Payment/Compensation

RECITALS

WHEREAS, the County of Orange, Orange County Public Works (“OCPW”) issued a Contract MA-080-22010269 effective March 27, 2022 through and including March 26, 2025; and

WHEREAS, the County of Orange, OC Community Resources/OC Parks desires to enter into Subordinate Contract MA-012-22011314 for On-Call Environmental Clean-Up Services; and

WHEREAS, this Contract is issued pursuant to the terms and conditions of County of Orange, OCPW Contract MA-080-22010269; and

WHEREAS, the Contractor shall provide services specified in this Contract and its Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Attachment A, Payment/Compensation; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract and its Attachment specifies the contractual terms and conditions by which Contractor shall provide On-Call Environmental Clean-Up Services as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference, in accordance with Contract MA-080-22010269.
2. **Term of Contract:** This Contract shall commence on March 27, 2022 upon execution of all necessary signatures and continue through and including March 26, 2025, renewable for two (2) additional years, upon mutual written agreement of both parties. This Contract is subject to renewal per the terms and conditions of Contract MA-080-22010269.
3. **Aggregate Contract:** This is an Aggregate Contract with Hunter Consulting, Inc. dba HCI Environmental & Engineering Service, and Patriot Environmental Services, Inc. with a Aggregate

Contract Amount not to exceed ~~Two-Five~~ Hundred Thousand Dollars Per Year (\$~~25~~00,000.00/Per Year).

4. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon 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: Patriot Environmental Services, Inc.
 Attn: ~~Daniel Schaper~~Josh Teves
~~508 East E St Unit A~~1250 E 22rd St
~~Wilmington~~Signal Hill, CA 9074455
 Phone: ~~310-866-9073~~925-334-1282
 Email: ~~dan.schaper~~jteves@patriotenvironmental.com

County: Orange County Community Resources/OC Parks
 Irvine Ranch Historical
 Attn: James Wootten
 13042 Old Myford Rd
 Irvine, CA 92602-2304
 Phone: 714-973-6830
 Email: james.wootten@ocparks.com

County: Orange County Community Resources
OCCR Facilities Management
Attn: Brian Patrick
1501 E Saint Andrew Pl
Santa Ana, CA 92705
Phone: 714-514-4246
Email: brian.patrick@occr.ocgov.com

Assigned DPA: County of Orange
 Orange County Community Resources/OC Parks
 Attn: ~~Dat T. Thai~~Kevyn Cobos
 601 N Ross St, 6th Floor
 Santa Ana, CA 92701
 Phone: ~~714-480-2939~~949-252-6443
 Email: ~~dat.thai~~Kevyn.Cobos@occr.ocgov.com

SIGNATURE PAGE

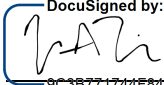
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

PATRIOT ENVIRONMENTAL SERVICES, INC.*


** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

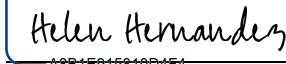
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Josh Teves	President
<hr/>	<hr/>
<i>Print Name</i> <small>DocuSigned by:</small>	<i>Title</i>
	3/10/2022
<small>9C3B771744F84E3...</small>	<hr/>
<i>Signature</i>	<i>Date</i>

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Geoff Milbrandt	Chief Financial Officer
<hr/>	<hr/>
<i>Print Name</i> <small>DocuSigned by:</small>	<i>Title</i>
	3/9/2022
<small>93F44BD4F23E421...</small>	<hr/>
<i>Signature</i>	<i>Date</i>

COUNTY OF ORANGE, a political subdivision of the State of California

Helen Hernandez	DPA, Operations Manager
<hr/>	<hr/>
<i>Print Name</i> <small>DocuSigned by:</small>	<i>Title</i>
	3/16/2022
<small>A8B1E915810D4F4...</small>	<hr/>
<i>Signature</i>	<i>Date</i>

**ATTACHMENT A
PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for On-Call Environmental Clean-Up 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, Amendments and P, Changes 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:

A. Annual Aggregate Contract Amount Shall Not Exceed: ~~\$~~2500,000.

3. **Price Increase/Decreases:** No price increases will be permitted during the first year 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 during 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 while on County sites during the performance of work and services under this Contract.
6. **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.

7. **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.
8. **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 a. above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract number: **MA-012-22011314**
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Orange County Community Resources
Attn: Accounts Payable
601 N Ross St, 6th Floor
Santa Ana, CA 92701

9. **Payment (Electronic Funds Transfer (EFT))**

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.