

**AMENDMENT NO. 2
FOR
PERFORM MAINTENANCE, REPAIRS AND ALTERATIONS FOR PLUMBING SYSTEMS**

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 (“County”) and Pro-Craft Construction, Inc., with a place of business at 500 Iowa St., Redlands, CA 92373 (“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-080-20011275 for Perform Maintenance, Repairs and Alterations for Plumbing Systems, effective July 11, 2020 through July 10, 2023, in the Total Aggregate Contract Amount of \$400,000 per year, (“Contract”); and,

WHEREAS, the Parties amended Contract Attachment B, Section 2, Item F; and,

WHEREAS, the Parties now desire to add John Wayne Airport required provisions as it will be a location serviced by this Contract; and,

WHEREAS, the Parties now desire to amend Article J; and,

WHEREAS, the Parties now desire to amend Article O; and,

WHEREAS, the Parties now desire to amend Article 25; and,

WHEREAS, the Parties now desire to add Article 39; and,

WHEREAS, the Parties now desire to add Article 40; and,

WHEREAS, the Parties now desire to add Article 41; and,

WHEREAS, the Parties now desire to add Article 42; and,

WHEREAS, the Parties now desire to revise Attachment B, sections 2 and 8; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) additional year, effective July 11, 2023 through July 10, 2024, with a new Not-to-Exceed Aggregate Contract Amount of \$600,000; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 of the Contract shall be amended to include the following:

Contract shall be renewed for one (1) year from July 11, 2023 through July 10, 2024, unless otherwise terminated as provided herein.

2. Article 4 of the Contract shall be amended to include the following:

The first renewal term of the Aggregate Contract between John Flynn Orange Coast Plumbing Inc. dba Orange Coast Plumbing, Pro-Craft Construction, Inc., and Verne’s Plumbing, Inc., with a Total Aggregate Contract Amount that shall not exceed \$600,000.

3. Article J shall be amended to read as follows:

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

a. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

b. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
4. Article O shall be amended to read 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. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.

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 carry 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	\$3,000,000 per occurrence \$3,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$5,000,000 per occurrence Commercial Ramp Access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease

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

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis 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 00 12, CA 00 20, or a substitute form providing liability 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 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.

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 001 policy).

Insurance certificates should be emailed to OCPWCompliance@ocpw.ocgov.com

If email is not possible, then Insurance certificates should specifically be forwarded to:

OC Public Works
Attn: OCPW Procurement
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement 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 deposit copies of acceptable Certificates of Insurance and endorsements with 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.

5. Article 25 shall be amended to read as follows:

25. Notices: Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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: Pro-Craft Construction, Inc.
Attn: Tyler Eschrich
500 Iowa St.
Redlands, CA 92373
Phone: 909-790-5222
Email: Teschrich@procraftci.com

County's Project Manager: OC Public Works/OC Facilities
Attn: Dale Vermillion
1143 E. Fruit Street
Santa Ana, CA 92701
Phone: 714-667-4963
Email: Dale.Vermillion@ocpw.ocgov.com

County's Project Manager: OC Public Works/John Wayne Airport Maintenance
Attn: Amer Moujtahed
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Phone: 949-852-4004
Email: Amer.Moujtahed@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Richard Nguyen, DPA
601 N. Ross St.
Santa Ana, CA 92701
Phone: 714-667-9633
Email: Richard.Nguyen@ocpw.ocgov.com

6. Article 39 shall be added to read as follows:

39. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. Airport-Issued Badge Acquisition, Retention, and Termination: Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.

3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.

8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00
 - ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. Airport ID Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
3. JWA security badge is nontransferable.


4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
6. No worker shall be used in performance of this work that has not passed the background check.
7. Article 40 shall be added to read as follows:
 40. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.
8. Article 41 shall be added to read as follows:
 41. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
9. Article 42 shall be added to read as follows:
 42. **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.
10. Attachment B shall be removed and replaced with the Attachment B as attached hereto.
11. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.


County of Orange, OC Public Works
Pro-Craft Construction, Inc.

MA-080-20011275

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

PRO-CRAFT CONSTRUCTION, INC.*

<small>DocuSigned by:</small>			
	Christopher McFayden	CEO/President	5/25/2023 3:21 PM PDT
<small>AAA3EB5D2523474...</small>			
Signature	Name	Title	Date

<small>DocuSigned by:</small>			
	Timothy McFayden	SEC	5/25/2023 3:22 PM PDT
<small>AAA3EB5D2523474...</small>			
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 William Ninh
 Deputy
 William Ninh

 Print Name
 Date 5/30/2023

* 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 usage Contract between the County and Contractor to Perform Maintenance, Repair and Alterations for Plumbing Systems on an as needed basis, 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 Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. The hourly rates must include wages (in accordance with established general prevailing wage rate requirements), overhead, general and administrative expenses, and profit. Payment shall be as follows:

A. Plumbing Service Rates.

Description	Rate	Per	Notes
Service Charge	\$30.00	Invoice	
Journeyman Service Tech	\$165.00	Hour	8am – 5pm
Journeyman OT Service Tech	\$191.00	Hour*	5pm – 8am
Journeyman DT Service Tech	\$233.00	Hour*	Sundays & Holidays
Apprentice Service Tech	\$96.00	Hour	8am – 5pm
Apprentice OT Service Tech	\$124.00	Hour*	5pm – 8am
Apprentice DT Service Tech	\$157.00	Hour*	Sundays & Holidays
Foreman Supervisor	\$165.00	Hour	
Foreman Supervisor	\$191.00	Hour	5pm – 8am

***2HR min.**

B. Backflow Testing & Repair Rates.

Description	Rate	Per	Notes
Estimate	\$30.00	Quote	Will apply to quote
Backflow Repair Tech	\$165.000	Hour	8am – 5pm
Backflow Preventer Test & Certification	\$125.00	Device	
1” Backflow Test & Certification	\$100.00	Each	
2”+ Backflow Test	\$150.00	Each	
Backflow in Vault	\$325.00		Minimum
Backflow Test Cock	\$32.00	Each	

***2HR min.**

C. Drain Machine & Equipment Charges.

Description	Rate	Per
Main Line Machine	\$315.00*	Daily
Each Additional Drum	\$75.00	Daily
Kitchen Machine	\$60.00	Daily
Hand Machine	\$60.00	Daily
Jetter 4000PSI	\$393.00*	Hour
Jetter 3000PSI	\$360.00*	Hour
Jetter Mini Propane	N/A	Hour
Jetter Mini Electric	N/A	Hour
Jetter Vacuum (4000PSI Jetter Only)	\$385.00*	Hour
Pipe Locations/Pipescope	\$315.00*	Hour
Leak Detection	\$390.00*	Daily
Sump Pump	\$138.00	Daily
Copper-Press Tools ½" – 1"	\$65.00	Daily
Copper-Press Tools ½" – 4"	\$130.00	Daily
Generator	\$153.00	Daily
Air Compressor	\$84.00	Daily
Threading Machine	\$220.00	Daily
Jack Hammer/Drill	\$172.00	Daily
Welding Machine	\$345.00	Daily
Backhoe + Operator + P-Up & Delivery	\$1,575.00	Daily
Wacker Compactor	\$252.00	Daily
Freezing Tool	\$230.00	Daily

***Fee Includes 1-HR labor**

N/A=Not Available

D. Markup for Miscellaneous Items:

Contractor shall be reimbursed for materials, equipment or tool rentals, and subcontractors as needed and approved by the County on a Cost Plus percentage markup. Such markup percentage(s) shall be as follows:

Description	Markup
Materials:	15%
Equipment & Tool Rental(s):	15%
Subcontractor:	15%

E. Video Camera Charges:

Description	Rate
6:00 a.m. to 5:00 p.m. Monday thru Friday <u>Normal Working Hours</u>	\$265.00

Description	Rate
5:01 p.m. to 5:59 a.m. Monday thru Friday and Sat/Sun/Holidays <u>Other than Normal Working Hours</u>	\$396.00
Video CD/DVD/Memory Stick <u>Must provide if charging for Camera service</u>	\$35.00

- F. Invoicing Instructions:** All invoices submitted shall be accompanied by a record of time spent working on the project by tradesmen to include name, trade specific type of work provided and craft level designation (Journeyman etc.). Labor hours 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.

For all rental equipment, a copy of the Contractor's and Subcontractor's invoice is required for reimbursement which shall be submitted with the extended cost multiplied by the mark-up listed below. The maximum percentage mark-up allowed for rental equipment is 15%. Mark-up is prior to tax.

No additional compensation will be allowed for emergency call out services.

- G. Miscellaneous Item Mark Up Structure:**

Miscellaneous Items may be purchased against the Contract. Miscellaneous Item purchases shall not exceed \$5,000 per invoice, including tax, unless the following process is followed.

Miscellaneous Items ranging between \$5,000 and \$25,000, including tax, must be pre-approved by the County Project Manager or Designee prior to processing. The County will obtain price quotes from Contractor for all Miscellaneous Items purchased between \$5,000 and \$25,000.

The Contractor shall provide original cost receipts of all items cost of \$100 or more for all Miscellaneous Items.

Cost Plus 15% Mark Up

- H. TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED: \$400,000.00/Per Year**

FOR FIRST RENEWAL TERM, AGGREGATE CONTRACT AMOUNT NOT TO EXCEED*: \$600,000

*This is shared between John Flynn Orange Coast Plumbing Inc. dba Orange Coast Plumbing, Pro-Craft Construction, Inc., and Verne's Plumbing, Inc.

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty 180-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. 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.

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. Master Agreement (MA) or Purchase Order (PO) number
 - 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

Invoices and support documentation for OC Public Works are to be forwarded to:

*County of Orange, OC Public Works
Pro-Craft Construction, Inc.*

MA-080-20011275

OC Public Works/Facilities Operations
Attn: Account Payable
601 N. Ross St.
Santa Ana, CA 92701
Email: Facops@ocpw.ocgov.com

Invoices and support documentation for John Wayne Airport are to be forwarded to:

John Wayne Airport
Attn: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626
Email: 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 an EFT Authorization Form. To request a form, please contact the DPA.