

*County of Orange, OC Public Works  
Ocean Blue Environmental, Inc.*

*MA-280-24011573*

## **AMENDMENT NUMBER THREE**

### **FOR**

### **GREASE INTERCEPTOR MAINTENANCE & REPAIR SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) through its department John Wayne Airport (“County” or “JWA”) and Ocean Blue Environmental, Inc., with a place of business at 925 West Esther Street, Long Beach, CA 90813 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as the “Parties”.

### **RECITALS**

WHEREAS, County and Contractor entered into Contract for Grease Interceptor Maintenance & Repair Services, effective September 14, 2020 through and including September 13, 2022, with a Total Contract Amount Not-to-Exceed of \$400,000.00, (“Contract”); and,

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for one (1) additional year, effective September 14, 2022, through September 13, 2023, with a Total Contract Amount Not to Exceed of \$200,000.00; and,

WHEREAS, pursuant to Amendment Number Two, the Parties renewed the Contract for one (1) additional year, effective September 14, 2023, through September 13, 2024, with a Total Contract Amount Not to Exceed of \$200,000.00 as MA-080-24010350; and,

WHEREAS, the Parties now desire to renew the Contract for one additional (1) year, effective September 14, 2024, through September 13, 2025, with a new Total Contract Amount Not to Exceed of \$300,000.00, as MA-280-24011573; 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 the Contract**  
This Contract shall be effective September 14, 2024 through and including September 13, 2025 upon execution of all necessary signatures unless otherwise terminated by County as provided herein.
2. Section 4 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
  4. **Contract Amount Not to Exceed**  
Contract Amount not to exceed \$300,000.00.
3. Attachment B, Contractor’s Pricing shall be replaced in its entirety as attached hereto.
4. All other terms and conditions of the Contract, except as specifically amended herein, shall remain unchanged and with full force and effect.


Signature Page follows.

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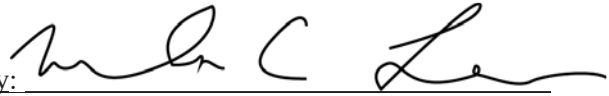
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

**OCEAN BLUE ENVIRONMENTAL, INC.\***

By:   
Print Name: JUSTIN LEE

Title: PRESIDENT  
Corporate Officer

Date: 06/26/24

By:   
Print Name: MOONHO LEE

Title: C.F.O.  
Corporate Officer

Date: 06/26/24

County Of Orange, a political subdivision of the State of California

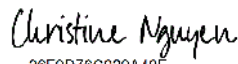
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: Deputy Purchasing Agent

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

COUNTY COUNSEL

DocuSigned by:  
By:   
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Title: Deputy

Date: 6/27/2024

\* 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 signatory to bind the corporation.

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**Attachment B – 9/14/2024**

**Contractor's Pricing**

This is a fixed price Contract between County and Contractor, for Grease Interceptor Maintenance and Repair Services, as set forth in Attachment A, "Scope of Work".

**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 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. of the County Contract Terms and Conditions.**

**Contract Not to Exceed \$300,000.00**

**B. Fees and Charges**

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

**1. Grease Interceptor Routine Maintenance and Hydro-Jetting**

Price for each interceptor service including pump out, cleaning, inspection, recycling of grease and water, Hydro-Jetting, and documentation. All interceptors shall be maintained with a frequency at the discretion of the County Project Manager.

**Pumping and Cleaning Flat Rate**

Item	Location	Est. Gallons	Routine Services	Services for Emergency Calls	
			Rate Per Cleaning	Monday-Friday	*Weekends and Holidays
1	Airside – Loading Dock/Service Tunnel – 1st	350	\$1560.78	\$5,920.20	\$6,996.60
2	Airside – Loading Dock/Service Tunnel – 2nd	350	\$1560.78	\$5,920.20	\$6,996.60
3	Airside – Loading Dock/Service Tunnel – 3rd	350	\$1560.78	\$5,920.20	\$6,996.60
4	Airside – Near Gate 18	350	\$1560.78	\$5,920.20	\$6,996.60
5	Landside – Lower Roadway Terminal C – Zone 5	2,000	\$3,875.04	\$5,920.20	\$6,996.60
6	Landside – Lower Roadway Terminal C – Zone 7	2,000	\$3,875.04	\$5,920.20	\$6,996.60
7	Airside – Site 1/ Column 22	1500	\$3,550.00	\$5,920.20	\$6,996.60
8	Airside – Site 2/Column 11	1500	\$3,550.00	\$5,920.20	\$6,996.60

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### Hydro-Jetting Flat Rates

Item	Location	Est. Gallons	Routine Services	Services for Emergency Calls	
			Rate Per Cleaning	Monday-Friday	*Weekends and Holidays
1	Airside – Loading Dock/Service Tunnel – 1st	350	\$484.38	\$0.00**	\$0.00**
2	Airside – Loading Dock/Service Tunnel – 2nd	350	\$484.38	\$0.00**	\$0.00**
3	Airside – Loading Dock/Service Tunnel – 3rd	350	\$484.38	\$0.00**	\$0.00**
4	Airside – Near Gate 18	350	\$484.38	\$0.00**	\$0.00**
5	Landside – Lower Roadway Terminal C – Zone 5	2,000	\$484.38	\$0.00**	\$0.00**
6	Landside – Lower Roadway Terminal C – Zone 7	2,000	\$484.38	\$0.00**	\$0.00**
7	Airside – Site 1/ Column 22	1500	\$500.00	\$0.00**	\$0.00**
8	Airside – Site 2/Column 11	1500	\$500.00	\$0.00**	\$0.00**

\* Services for Emergency Calls – After Hours: Weekends and major holidays (New Year’s Day, Memorial Day, July 4<sup>th</sup>, Thanksgiving Day, and Christmas Day) \*\* This service is included in the “Emergency Call Rate for Pumping and Cleaning.”

## 2. Grease Interceptor Repair Services

Repairs shall be effected on a time and material bases. Contractor shall provide separate quote for each repair job. Contractor shall notify County Project Manager of all part costs and obtain approval prior to proceeding with services.

Labor: Labor hours shall be charged on the bases of actual time spent on each job, not on a portal to portal basis. Projects shall be estimated with ¼ to the nearest hours.

Equipment: Labor shall be inclusive of required equipment to accomplish repairs.

Materials: Materials will be reimbursed at cost, or state otherwise. A copy of the part receipt(s) must be submitted with the invoice for verification of price parts.

Repair Services	Hourly Rate
Monday through Friday, 11:00 p.m. – 5:00 a.m.	\$376.74
Monday through Friday outside above hours, including weekends and major holidays. (New Year’s Day, Memorial Day, July 4 <sup>th</sup> , Thanksgiving Day and Christmas Day)	\$484.38

## 3. Close Circuit Television Video (CCTV) Inspection

CCTV inspection and provision of a narrated copy of the work shall be effected on an hourly basis, inclusive of materials and equipment to perform the work.

Additional Services – CCTV Performance	Hourly Rate
Monday through Friday, 11:00 p.m. – 5:00 a.m.	\$425.18
Monday through Friday outside above hours, including weekends and major holidays. (New Year’s Day, Memorial Day, July 4 <sup>th</sup> , Thanksgiving Day and Christmas Day)	\$532.82

## C. Final Payment

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Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all work and JWA issued badges are returned to Badging Office.

**D. Payment Terms – Payment in Arrears**

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. 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.

**E. Taxpayer ID Number**

The Contractor shall include its taxpayer ID Number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

**F. Payment-Invoicing Instructions**

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number (Contract number)
6. Date of order and/or service dates
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total
11. Contractor's Federal Taxpayer Identification Number
12. Contractor's Invoice Number

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

**Mailed to** John Wayne Airport  
Attention: Accounts Payable  
3160 Airway Avenue  
Costa Mesa, CA 92626

**Or**

**Emailed to** [AccountsPayable@ocair.com](mailto:AccountsPayable@ocair.com)