

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

**AMENDMENT NO. 1
TO
CONTRACT MA-080-21010632
FOR
SANITATION AND REMEDIATION REMOVAL & DECONTAMINATION 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”) and BMS CAT of Southern California, LLC, with a place of business at 1321 North Blue Gum Street, Anaheim, CA 92806 (“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-080-21010632 for Sanitation and Remediation Removal & Decontamination Services, effective March 9, 2021 through March 8, 2024, in the Total Contract Amount of \$3,000,000 (the “Contract”); 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 remove Article 7; and,

WHEREAS, the Parties now desire to amend Article 26; and,

WHEREAS, the Parties now desire to add Article 37; and,

WHEREAS, the Parties now desire to add Article 38; 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 revise Attachment B; and,

WHEREAS, the Parties now desire to revise Attachment D; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) additional year, effective March 9, 2024 through March 8, 2025, with a new Not-to-Exceed Contract Amount of \$600,000; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

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

J. Civil Rights and Non-Discrimination:

1. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504

of the Rehabilitation Act of 1973, as amended' the Age Discrimination Act of 1975 as amended' Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** 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.
3. **Compliance with Non-Discrimination 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:
 - a. **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.
 - b. **Non-Discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.
 - c. **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.
 - d. **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.

- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination 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.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of subsection one, and paragraphs (a) through (f) 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.

Contractor is required to insert the above paragraphs (a) through (f) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

4. **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 nondiscrimination statutes and authorities; including but not limited to:
- 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);
 - 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - 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);
 - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits

discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq), (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- 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 (2005)];
- 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).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

2. 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 purchase 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, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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 (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of 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, non-owned and hired vehicles	\$1,000,000 per occurrence
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 occurrence

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 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, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing 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 of Orange 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, agents and employees*** 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, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for 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 0001 policy).

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

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

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

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.

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

Contract shall be renewed for one (1) year from March 9, 2024 through March 8, 2025, unless otherwise terminated as provided herein.

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

For renewal term starting March 9, 2024, the Total Aggregate Contract Amount shall not exceed \$600,000.

5. Article 7 of the Contract shall be removed and reserved.

6. Article 26 shall be amended to read as follows:

26. **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: BMS CAT of Southern California, LLC

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

Attn: Scott Storms
Address: 1321 North Blue Gum Street
Anaheim, CA 92806
Phone: 714-264-1755
Email: sstorms@bmsmanagement.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: Polymeris Koliagis
3180 Airway Ave.
Costa Mesa, CA 92626
Phone: 949-252-5222
Email: Polymeris.Koliagis@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

7. Article 37 shall be added to read as follows:

37. **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 organization's 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.
 8. Article 38 shall be added to read as follows:
 38. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Director of John Wayne Airport 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.
 9. Article 39 shall be added to read as follows:
 39. **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.
 10. Article 40 shall be added to read as follows:
 40. **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.
 11. Attachment B shall be removed and replaced with the Attachment B as attached hereto.
 12. Attachment D shall be removed and replaced with the Attachment D as attached hereto.
 13. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

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

BMS CAT OF SOUTHERN CALIFORNIA, LLC*

<i>Mark Dugan</i>	Mark Dugan	Vice President	12/18/2023
Signature	Name	Title	Date

<i>Thad Green</i>	Thad Green	CFO	12/18/2023
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 12/19/2023

* 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
CONTRACTORS PRICING**

1. **Compensation:** This is a firm-fixed fee/usage Contract between the County and Contractor for Sanitation and Remediation Removal and Decontamination 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 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. Payment shall be as follows:

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Labor	\$ 44.00
Management Fee	4.00
Carpenter/ Frammer	86.00
Clerical	46.75
General Restoration Supervisor	70.00
Dehumidification Supervisor/ Tech	80.00
Document Recovery Tech	82.00
Document Specialist	77.00
Drywall Installer/ Finisher	80.00
Equipment Operator	75.00
Flooring Installer	78.00
Generator Technician	95.00
Remediation Supervisor / Technician	75.00
Resource Coordinator	70.00
Project Accountant	70.00
Electronics Restoration Supervisor / Technician	66.00
Industrial Corrosion Control Supervisor / Technician	61.00
Skilled / Construction Trades Not Listed	Xactimate Rate per Geographical Location
Truck Driver	65.00
Assistant Project Manager	85.00
Painter	75.00
Project Manager	110.00
Project Director	120.00
Project Estimator	100.00
Health and Safety Officer	100.00
Project Consultant	160.00
Project Coordinator	150.00
Mold Remediation Labor	60.00
Restoration Tech	55.00
Roofer	105.00
Technical Consultants / Engineers	Cost + 30%

B. Other Labor Provisions

1. These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
2. Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

3. Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
4. The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
5. Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
6. During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
7. Premium Wages - When working in and around high cost of living areas including, but not limited to California, Washington, New York, New Jersey, Hawaii, Washington DC, Chicago, Boston, Philadelphia and Internationally, a multiplier of 1.25 will be applied to all listed labor rates in order to account for increased costs. The premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.
8. Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
9. In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion.

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory or specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	RATE
Air Compressor, < 10 gal	\$ 40.00
Air Compressor - Large	85.00
Air Mover / Carpet Dryer	32.00
Axial Fan	38.50
Blasting Unit - Soda	800.00
Cable Tails - #2 - Male or Female	23.00
Cable Tails - 4/0 - Male or Female	13.00
Cable Ramps	20.00
Cable - Camlock Tees	9.00
Cable - Spiderbox - 6/4 50 amp - 50 ft	44.00
Cable - Spiderbox - 6/4 50 amp - 100 ft	64.00
Cable - 2/5 Pin and Sleeve Cable - 50 ft	70.00
Cable - 4/0 Camlock Cable - 50 ft	30.00
Cable - 4/0 Camlock Cable - 100 ft	44.00
Cable - Banded Wire - 50 ft	50.00
Cart - Debris Cart	35.00
Cart - Flat Cart	30.00

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

CLASSIFICATION	RATE
Dehumidification Unit - Phoenix 200 - or equivalent	165.00
Dehumidification Unit - Phoenix 300 - or equivalent	200.00
Dolly - Drywall	35.00
Edge Guard, linear foot	5.00
EDP - Tool Set	24.00
EDP - Instrument Drying Oven	180.00
EDP - High Pressure Sprayer	60.00
Electrical Distribution Panel - 200 amp Cam/ 50 amp Splitter	195.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 208V Splitter	275.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 480V Splitter	275.00
Electrical Distribution Panel - 600 amp Multi	300.00
Electrical Distribution Panel - 1200 amp Multi	400.00
Electrical Distribution Panel - Spider Box with GFCI	90.00
Electrical Distribution Panel - 400 amp Disconnect	265.00
Electrical Distribution Panel - 480V to 120V (12 x 20amp circuits)	250.00
Electrical Distribution Panel - 480V to 240V/110V - 200 amp with Transformer	340.00
Electrical Distribution- 208V to 120V(per main box 6 stringers w/quads + 1000 ft cable)	750.00
Electrical Distribution Panel - 3 Gang Box/3 - 20 amp 120V GFCI	28.00
Extraction Unit - LRU	525.00
Fall Protection	30.00
Fans - Industrial	95.00
Flanders Filter 24" x 24"	28.00
Flanders Filter 24" x 48"	55.00
Foamer	100.00
Fogger - Spray Mist	40.00
Fogger - Thermo-Gen	110.00
Furnace - Portable	72.00
Fuel Tank - Single Wall - 275 Gallon	125.00
Fuel Tank - Single Wall - 500 Gallon	300.00
Fuel Tank - Single Wall - 1000 Gallon	500.00
Fuel Tank - Single Wall - 2300 Gallon	625.00
Generator - Less than 10 kW	135.00
Generator - 35 KW	340.00
Generator - 36 KW	485.00
Generator - 60 KW	575.00
Generator - 80 KW	625.00
Generator - 100 KW	850.00
Generator - 150 KW	935.00
Generator - 180 KW	1,000.00
Generator - 200 KW	1,050.00
Generator - 230 KW	1,175.00
Generator - 250 KW	1,210.00
Generator - 300 KW	1,485.00
Generator - 350 KW	1,925.00
Generator - 400 KW	2,000.00
Generator - 500 KW	2,750.00
Generator Cable - Per Linear foot	1.50
HEPA Air Filtration Unit - 2000 CFM	140.00
HEPA Air Filtration Unit - up to 1000 CFM	110.00
HVAC - Air Tool Kit	28.00
HVAC - Cutting / Spray Kit	28.00
HVAC - Duct Auger	100.00
HVAC - Duct Sweeper	80.00
HVAC - Video Tool	150.00

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

CLASSIFICATION	RATE
Hydroxyl Generator Boss	225.00
Hydroxyl Generator Boss XL3	240.00
Hygrothermograph - Recording	24.00
Injectidry Unit	145.00
Interceptor / Flood Pumper	160.00
Lights - Balloon Lights	130.00
Lights - Quartz Demolition	20.00
Lights - Light Tower	180.00
Lights - Wobble Lights	45.00
Micromanometer	20.00
Micromanometer - Recording	100.00
Mobile Command Center	425.00
Moisture Meter - Penetrating or Non-Penetrating	26.00
Moisture - Thermal Camera	125.00
Negative Air Machine	150.00
Ozone Generator - Model 330	120.00
Ozone Generator - Model 630	160.00
Ozone Generator - Model OG-EA	25.00
Pallet Jack	70.00
Pump - Trash - Gas 2"	150.00
Pump - Sump	52.00
Quad Box Cable - 12/5 Extension Cable - 50 ft	22.00
Quad Box Cable - 12/5 Extension Cable - 100 ft	30.00
Quad Box Feeder Panel - 100 amp	150.00
Quad Box Feeder Panel - 200 amp	180.00
Quad Box String - 10 ft with GFI	22.00
Quad Box String - 20 ft with GFI	26.00
Quad Box String - 30 ft with GFI	32.00
Quad Box String - 50 ft with GFI	36.00
Radio - Personnel Communication	20.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Safety Cones	5.00
Saw - Cut Off	78.00
Saw - Kett	45.00
Sprayer - Commercial Airless	180.00
Sprayer - Electrostatic	165.00
Spot Cooler- 1 ton	195.00
Spot Cooler- 2 ton	350.00
Steamatic Extraction System	250.00
Steamatic TMU Extraction System	525.00
Thermohygrometer	24.00
Trailer - Flatbed, Cargo, Reefer	225.00
Trailer - Flat Deck	195.00
Truck - Box (inclusive of mileage)	250.00
Ultrasonic Decontamination Vat	80.00
Vacuum - Commercial Canister	35.00
Vacuum - EDP Anti-Static	75.00
Vacuum - HEPA	110.00
Vacuum - Upright	20.00
Van - Cargo / Passenger	140.00
Vehicle - Passenger/Pickup	95.00
Vehicle - 3/4 ton Pickup	175.00
Vehicle - 1 ton Pickup/ Flatbed	200.00

County of Orange, OC Public Works
BMS CAT of Southern California, LLC

MA-080-21010632

CLASSIFICATION	RATE
Vehicle - 1 1/4 ton Pickup / Flatbed	220.00
Wall Aerator Set	50.00
Washer - High Pressure	100.00
Washer - High Pressure - Hot	150.00
Zip wall Magnetic Door Kit	10.00
Zip Poles - Each	10.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates - * - represents a proprietary BMS Cat product

A. Material Rates

CLASSIFICATION	RATE	uom
Absorbent Pad	\$ 11.50	/ each
Antigel	17.00	/ quart
Anti-Microbial Sealer	120.00	/ gallon
Adhesive Remover	15.00	/ can
Alcohol - Isopropyl	55.00	/ gallon
Applicators - 6" Cotton	25.00	/ m
Biocides/Disinfectants	64.00	/ gallon
Blades - Kett Saw	13.50	/ each
Bleach	9.00	/ gallon
Boots - Rubber	50.00	/ pair
Box - Book	4.50	/ each
Box - Dish	7.50	/ each
Box - Freeze Dry	4.75	/ each
Brush, Grout	5.25	/ each
Brush, Scrub, Long Handle	14.00	/ each
Brush, Wire	8.75	/ each
Carpet Deodorizer*	42.00	/ gallon
Carpet Mask	125.00	/ roll
Cartridge - Respirator	20.00	/ each
Coil Cleaner* or equivalent	45.00	/ gallon

County of Orange, OC Public Works
BMS CAT of Southern California, LLC

MA-080-21010632

CLASSIFICATION	RATE	uom
Cotton Cleaning Cloths	7.95	/ lb
Desudser	55.00	/ gallon
Dry Solvent Stain Remover* or equivalent	48.00	/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent	75.00	/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent	72.00	/ gallon
Emulsifier - Powder* or equivalent	11.25	/ lb
Emulsifier - Liquid* or equivalent	49.50	/ gallon
Exxpert Formula 828 Concentrate* or equivalent	39.00	/ gallon
Filter - Carbon	49.75	/ each
Filter - HEPA for Air Filtration Unit	295.00	/ each
Filter - HEPA for Vacuum	495.00	/ each
Filter - Primary	4.00	/ each
Filter - Secondary 24 x 24 x 2	12.00	/ each
Filter - Secondary 15 x 18 x 2	13.00	/ each
Filter - Dehumidification	10.00	/ each
Floor Dry	25.00	/ bag
Floor Protection - Ram Board	120.00	/ roll
Furniture Blocks	90.00	/ box
Furniture Pads	110.00	/ box
Furniture Polish	12.00	/ can
Glass Cleaner* or equivalent	15.00	/ gallon
Glass Cleaner	8.25	/ can
Gloves - Cotton	2.80	/ pair
Gloves - Kevlar (Cut Resistant)	11.00	/ pair
Gloves - Latex	2.25	/ pair
Gloves - Leather	7.50	/ pair
Gloves - Mechanics	18.50	/ pair
Gloves - Nimble Finger (N-Dex)	1.25	/ pair
Goggles	9.00	/ each
Grid Clips	5.25	/ each
Hand Cleaning Wipes	50.00	/ tub
HEPA Vac Bonnets	20.00	/ each
Ice	6.25	/ bag
Inventory Tags	80.00	/ box
Lemon Oil	48.00	/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent	80.00	/ gallon
Lin-Aire Absorption Gel* or equivalent	14.30	/ lb.
Lin-Set D-1* or equivalent	82.00	/ gallon
Lin-Set Duct Seal* or equivalent	90.00	/ gallon
Mask - N95	84.00	/ box
Mask - Particulate	40.00	/ box
Mats - Sticky, Wak-off	105.00	/ case
Metal Flashing	60.00	/ roll
Mop Heads	12.00	/ each
Odromatic* or equivalent	57.00	/ gallon
Painters Plastic .75 mil	60.00	/ roll
Paper - Corrugated	170.00	/ roll
Paper - Craft	75.00	/ roll
Pigmented Sealer	55.00	/ gallon
Polishing Pads	50.25	/ box of 20
Polyester Filter Material	184.00	/ roll
Polyethylene Bags - 3-6 mil	134.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)	118.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)	160.00	/ roll

County of Orange, OC Public Works
BMS CAT of Southern California, LLC

MA-080-21010632

CLASSIFICATION	RATE	uom
Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	170.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	215.00	/ roll
Pump - Barrel Syphon	33.00	/ each
Reodorant* or equivalent	97.00	/ gallon
Restoration Sponge	2.40	/ each
Roof Felt - 15 lb.	45.00	/ roll
Roof Felt - 30 lb.	47.00	/ roll
Roofing Cement, Black Tar	27.00	/ gallon
Safety Glasses	6.60	/ each
Service Kit - Generator up to 99 KW	495.00	/ each
Service Kit - Generator 100 to 199 KW	895.00	/ each
Service Kit - Generator 200 to 299 KW	1,295.00	/ each
Service Kit - Generator 300 to 399 KW	1,695.00	/ each
Shrink Wrap	59.00	/ roll
Shockwave	85.00	/ gallon
Spray Adhesive	8.00	/ can
Spray Bottle with Trigger	4.75	/ each
Stainless Steel Polish	15.00	/ can
Suit - Tyvek	14.00	/ each
Tape - Boxing	4.95	/ roll
Tape- Builder Board	20.00	/ roll
Tape - Duct	10.55	/ roll
Tape - Masking	6.75	/ roll
Tape - Blue Remediation	13.58	/ roll
Tape - Painters	15.75	/ roll
Tape - Barricade	24.00	/ roll
Tape - HVAC, Aluminum	40.00	/ roll
Tape - Layflat	65.00	/ roll
Tarp Material	0.40	/ sq. ft.
ThermoFog spray	116.00	/ gallon
Trash Bages - Disposable	45.00	/ roll
Tubing - Lay Flat	325.00	/ roll
Tubing - Lay Flat	1.30	/ LF
Vinyl & Leather Conditioner* or equivalent	36.00	/ quart
Vacuum Bags	6.50	/ each
Water - Bottle	9.50	/ 24 pack
Wipes - Lint free, anti-static	65.00	/ case
Wrap - Bubble, anti-static	100.00	/ roll
Zippers - containment	16.75	/ each

B. Other Material Rate Provisions

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services, will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

- Dehumidification - \$1.95 to \$3.00 per square foot during a 10 to 20 day timeframe
- Stabilization - \$0.35 to \$0.65 per square foot per week
- Conditioned Air - \$0.35 to \$0.65 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding.

BMS Cat shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

VII. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be billed at BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.

FOR TERM STARTING MARCH 9, 2024, TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED (AGGREGATE AMOUNT BETWEEN 3 CONTRACTORS):\$600,000

- 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 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.

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

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.

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) **MA-080-21010632**
- 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:

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

*County of Orange, OC Public Works
BMS CAT of Southern California, LLC*

MA-080-21010632

be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT D
 PROBATION – VENDOR CLEARANCE PROCESS



DANIEL HERNANDEZ
 CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-2000

1055 N. MAIN STREET, 5TH FLOOR
 SANTA ANA, CA 92701

MAILING ADDRESS:
 P. O. BOX 10260
 SANTA ANA, CA 92711-0260

VENDOR BACKGROUND APPOINTMENT INFORMATION
 1535 EAST ORANGEWOOD AVE.
 ANAHEIM, CA. 92805

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a security clearance that includes being fingerprinted.

NOTE: A number of situations will prevent you from clearing this process, including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest; or pending criminal matters, use of false or altered documents, or dishonesty when providing requested information.

On the day of your appointment, report to:

Orange County Probation Department – North County Field Services Office
 1535 EAST ORANGEWOOD AVE., ANAHEIM CA. 92805

Entering the Building – use the stairs adjacent to the ramp in front of the building. Provide a photo ID to the security officer and explain you are here for a background clearance appointment. To ensure a rapid security screening do not bring any weapons and/or tools that may be deemed as weapons to your appointment. Once inside the building, check in with the receptionist and ask for Adriana Montanez at 714-937-4714, Vera Jackson at 714-937-4733 or Pina Cairns at 714-937-4715.

Bring the following **required** documents with you to your appointment:

- California driver's license or ID; **no copies will be accepted.**
- Social Security Card; **no copies will be accepted.**
- Documents that establish employment authorization (**whichever applies below**):
 - **If born in the U.S.**, bring original birth certificate or U.S. passport; **no copies, abstracts, or hospital-issued certificates will be accepted; no passports from U.S. Territories: American Samoa, Swain Islands, and Northern Mariana Islands will be accepted.**
 - **If you became an American Citizen**, bring original U.S. Certificate of Naturalization or U.S. passport; **no copies will be accepted.**
 - **If you are not an American Citizen**, bring **original and valid** U.S. Permanent Resident Card (Green Card) or **original and valid** Employment Authorization Document (Work Permit); **no copies will be accepted.**

Please bring employer's business card to the appointment.

All documents need to be original and valid. Only the documents listed above will be accepted.

If you do not have the required documents, you will not be permitted to proceed with the clearance process.

The results will be provided to your employer once the background is complete.

07/22 vj