

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

MA-080-20011275

**AMENDMENT NO. 3
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, on January 11, 2022, the Parties entered into the First Amendment to revise Attachment B; and,

WHEREAS, on July 6, 2023, the Parties entered into the Second Amendment to update Attachment B, Section 2, Item F; and,

WHEREAS, on July 6, 2023, the Parties entered into the Second Amendment to add John Wayne Airport required provisions as it will be a location serviced by this Contract; and,

WHEREAS, on July 6, 2023, the Parties entered into the Second Amendment to update Articles J, O, 25; and,

WHEREAS, on July 6, 2023, the Parties entered into the Second Amendment to add Articles 39, 40, 41, 42; and,

WHEREAS, on July 6, 2023, the Parties entered into the Second Amendment 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,

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

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

WHEREAS, the Parties now desire to renew the Contract for one (1) additional year, effective July 11, 2024 through July 10, 2025, with a new Not-to-Exceed Aggregate Contract Amount of \$500,000; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article DD shall be added to read as follows:

DD. **Levine Act Requirements:** Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor’s agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

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

Contract shall be renewed for one (1) year from July 11, 2024 through July 10, 2025, unless otherwise terminated as provided herein.

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

The second 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 \$500,000.

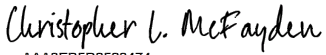
4. Attachment B shall be removed and replaced with the Attachment B as attached hereto.
5. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.


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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 L McFayden	President / CEO	5/2/2024 2:28 PM PDT
<small>AAAE65D2523474...</small>	Name	Title	Date
Signature	Name	Title	Date

<small>DocuSigned by:</small>			
	Susan McFayden	CFO	5/2/2024 2:36 PM PDT
<small>01AB50E0A745431...</small>	Name	Title	Date
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 DocuSigned by:

By Paul Albarian

C57E04561C5546A...
Deputy
Paul Albarian

Print Name

Date 5/3/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

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**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	\$31.05	Invoice	
Journeyman Service Tech	\$170.78	Hour	8am – 5pm
Journeyman OT Service Tech	\$197.69	Hour*	5pm – 8am
Journeyman DT Service Tech	\$241.16	Hour*	Sundays & Holidays
Apprentice Service Tech	\$99.36	Hour	8am – 5pm
Apprentice OT Service Tech	\$128.34	Hour*	5pm – 8am
Apprentice DT Service Tech	\$162.50	Hour*	Sundays & Holidays
Foreman Supervisor	\$170.78	Hour	
Foreman Supervisor	\$197.69	Hour	5pm – 8am

***2HR min.**

B. Backflow Testing & Repair Rates.

Description	Rate	Per	Notes
Estimate	\$31.05	Quote	Will apply to quote
Backflow Repair Tech	\$170.78	Hour	8am – 5pm
Backflow Preventer Test & Certification	\$129.38	Device	
1" Backflow Test & Certification	\$103.50	Each	
2"+ Backflow Test	\$155.25	Each	
Backflow in Vault	\$336.38		Minimum
Backflow Test Cock	\$33.12	Each	

***2HR min.**

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C. Drain Machine & Equipment Charges.

Description	Rate	Per
Main Line Machine	\$326.03*	Daily
Each Additional Drum	\$77.63	Daily
Kitchen Machine	\$62.10	Daily
Hand Machine	\$62.10	Daily
Jetter 4000PSI	\$406.76*	Hour
Jetter 3000PSI	\$372.60*	Hour
Jetter Mini Propane	N/A	Hour
Jetter Mini Electric	N/A	Hour
Jetter Vacuum (4000PSI Jetter Only)	\$398.48*	Hour
Pipe Locations/Pipescope	\$326.03*	Hour
Leak Detection	\$403.65*	Daily
Sump Pump	\$142.83	Daily
Copper-Press Tools ½" – 1"	\$67.28	Daily
Copper-Press Tools ½" – 4"	\$134.55	Daily
Generator	\$158.36	Daily
Air Compressor	\$86.94	Daily
Threading Machine	\$227.70	Daily
Jack Hammer/Drill	\$178.02	Daily
Welding Machine	\$357.08	Daily
Backhoe + Operator + P-Up & Delivery	\$1,630.13	Daily
Wacker Compactor	\$260.82	Daily
Freezing Tool	\$238.05	Daily

***Fee Includes 1-HR labor**

N/A=Not Available

D. Markup.

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>	\$274.28

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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>	\$409.86
Video CD/DVD/Memory Stick <u>Must provide if charging for Camera service</u>	\$36.23

- 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.), and receipts for all materials purchased including total amount of taxes paid for merchandise. 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 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.

Cost Plus 15% Mark Up

- H. FOR SECOND RENEWAL TERM, CONTRACT AMOUNT NOT TO EXCEED: \$500,000**

*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.

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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 are to be forwarded to department that submits the order:

OC Public Works/Facilities Operations
Attn: Account Payable
601 N. Ross St.
Santa Ana, CA 92701

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Email: Facops@ocpw.ocgov.com

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.