

**AMENDMENT NO. 1
FOR
WATER QUALITY ANALYTICAL SERVICES
WITH
PHYSIS ENVIRONMENTAL LABORATORIES, INC.**

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 Physis Environmental Laboratories, Inc. with a place of business at 1904 East Wright Circle, Anaheim, CA 92806 (“Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Contractor and County entered into Contract MA-080-22010121 for Water Quality Analytical Services, effective December 20, 2021 through December 19, 2024, in the Total Amount of \$3,210,000.00 (“Contract”); and,

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

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

WHEREAS, the Parties now desire to renew the Contract for two (2) additional years, effective December 20, 2024 through December 19, 2026, with a new Total Aggregate Contract Amount Not-to-Exceed \$2,700,000; and,

NOW, THEREFORE, the Parties mutually 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.

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

Contract shall be renewed for two (2) years from December 20, 2024 through December 19, 2026, unless otherwise terminated as provided herein.


3. Attachment B shall be removed and replaced with the Attachment B as attached hereto.


4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

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

PHYSIS ENVIRONMENTAL LABORATORIES, INC.*

<small>DocuSigned by:</small>			
	Mark D. Baker	President	10/10/2024
<small>8C38BB886C0445B...</small>	<hr/>		
Signature	Name	Title	Date

<small>DocuSigned by:</small>			
	Richard Gossett	Secretary	10/11/2024
<small>46AD07B3C680402...</small>	<hr/>		
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

<hr/>			
Signature	Name	Title	Date

APPROVED AS TO FORM:

COUNTY COUNSEL

<small>Signed by:</small>	
By	 <small>C88031248AC049C...</small> Deputy

Date 10/17/2024 | 11:48 AM PDT

* 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 signee to bind the corporation.

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **Compensation:** This is a usage Contract between the County and Contractor for Water Quality Analytical 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:** Payment shall be made in accordance with the provisions of this Contract. Partial payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Group Analyses

Line	Group Name	Analysis & Billing Code	Analyses Performed	Unit Price
1	BTEX	BTEX		\$111.00
2	BTEX– Sediment	BTEX-S		\$111.00
3	CAM 17 Inorganic	CAM17		\$107.00
4	CAM 17 Inorganics – Sediment	CAM17-S		\$125.00
5	Carbamate Pesticides	CP		\$196.00
6	Carbamate Pesticides - Sediment	CP-S		\$196.00
7	Chlorinated Herbicides	HERB		\$258.00
8	Chlorinated Herbicides - Sediment	HERB-S		\$258.00
9	Complete CWA Trace Metals - Salt Water	MET-SW		\$258.00
10	Complete CWA Trace Metals - Sediment	MET-S		\$172.00
11	Complete CWA Trace Metals	MET		\$141.00
12	Complete Pesticides	CPest		\$660.00
13	Fipronil Insecticide and Degradants	FIP		\$206.00
14	Fipronil Insecticide and Degradants – Sediment	FIPS		\$206.00
15	General Mineral	GM	pH, EC, Turbidity, Ca, Mg, Na, K, CO3, TDS, HCO3, Cl, SO4, F, NO3, SiO2, B, Hardness as CaCO3, CO2 (by difference)	\$150.00

Line	Group Name	Analysis & Billing Code	Analyses Performed	Unit Price
16	Indicator Bacteria	BactiMF	Total Coliform, Fecal Coliform, Enterococcus	No Bid
17	Neonicitinoid Pesticides	NEONIC		\$206.00
18	Neonicitinoid Pesticides – Sediment	NEONIC-S		\$206.00
19	Nutrient	NUT	pH, EC, Turbidity, NO ₂ +NO ₃ , NH ₃ , TKN, PO ₄ , Ortho P, TSS, VSS	\$123.00
20	Organics, Total Toxic	TTO		\$503.00
21	Organics, Total Toxic (Purgeable)	TPO		No Bid
22	Organics, Volatile	VOC	See Federal Register	\$129.00
23	Organics, Volatile – Sediment	VOC-S		\$129.00
24	Organochlorine Pesticides	OCP - EPA 8081A		No Bid
25	Organochlorine Pesticides	OCP		\$206.00
26	Organochlorine Pesticides and PCBs in Tissue	OCP-T	40 CFR, Part 423 Section II.C	\$231.00
27	Organochlorine Pesticides Sediment	OCP-S		\$206.00
28	Organophosphate Pesticides	OPP		\$206.00
29	Organophosphate Pesticides - Sediment	OPP-S		\$206.00
30	PCB's - Sediment	PCB-S	Aroclors, Congeners See Federal Register	\$206.00
31	PCB's - Tissue	PCB-T		\$231.00
32	Pest., Herb., PCBs, Pyreth – Sediment	PHP-PP-S		\$694.00
33	Pharmecutical and Personal Care Products	PPCP		No Bid
34	Phenolic Compounds	PHEN		\$123.00
35	Polybrominated Diphenyl Ethers	PBDE		\$221.00
36	Polybrominated Diphenyl Ethers - Sediment	PBDE-S		\$221.00
37	Polychlorinated Biphenyls (PCBs)	PCB	Aroclors, Congeners, See Federal Register	\$206.00
38	Polychlorinated Dibenzo-P-Dioxins	PDD	See Federal Register	\$873.00
39	Polyfluorakyl Substances	PFAS		\$212.00
40	Polynuclear Aromatic Hydrocarbons	PAH		\$206.00
41	Polynuclear Aromatic Hydrocarbons - Sediment	PAH-S		\$206.00
42	Pyrethroid Pesticides	PP		\$210.00
43	Pyrethroid Pesticides – Sediment	PP-S		\$210.00
44	Radioactivity	RAD		\$274.00

Line	Group Name	Analysis & Billing Code	Analyses Performed	Unit Price
45	Rainwater	RAIN	pH, EC, NO2+NO3, NH3, TKN, SO4, PO4, TDS, Na, Cl, Cu, Cd, Cr, Fe, Ni, Pb, Zn	\$150.00
46	Rare Earth Elements	REE		\$161.00
47	Sediment Quality Objectives – Sediment	SQO-S		\$501.00
48	Selenium in Tissue	Se-T		\$117.00
49	Selenium Speciation	Se-spec		No Bid
50	Selenium Speciation, full analysis	Se-spec, full		No Bid
51	SemiVolatile Organic Compounds	SVOC		\$496.00
52	SemiVolatile Organic Compounds - Sediment	SVOC-S		\$622.00
53	Soluble Threshold Limit Concentration (STLC)	STLC	California Administrative Code Title 22, Article 11(CAM)	\$192.00
54	Total Nitrogen and Phosphorus in Plant Material	NPP		\$106.00
55	Total Nitrogen and Phosphorus in Sediment	NPS		\$96.00
56	Total Petroleum Hydrocarbons – Carbon Chain	TPH-CC	Modified 8015B	\$95.00
57	Total Petroleum Hydrocarbons – Carbon Chain in Sediment	TPHS-CC	Modified 8015B	\$95.00
58	Total Petroleum Hydrocarbons Diesel, Gasoline and Oil Range	TPH	Modified 8015	\$83.00
59	Total Petroleum Hydrocarbons – Sediment (EPA 8015M)	TPH-S	Modified 8015	\$83.00
60	Total Recoverable Petroleum Hydrocarbons	TRPH	SGT-HEM	\$76.00
61	Total Recoverable Petroleum Hydrocarbons – Sediment	TRPH-S	IR Spectrophotometric Method	\$76.00
62	Total Threshold Limit	TTLC	California Administrative Code Title 22, Article 11(CAM)	\$193.00
63	TPH as Diesel and Oil (Oil and Diesel Range Organics)	TPH as Diesel and Oil		\$90.00
64	Trace Metals – Freshwater	TRF	Ag, Cd, Cr, Cu, Ni, Pb, Zn	\$86.00
65	Trace Metals – Freshwater	TRF Ag Se Fe Hg Tl		\$113.00
66	Trace Metals – Freshwater	TRF As Se		\$68.00
67	Trace Metals – Freshwater	TRF As Se Fe	Ag, As, Cd, Cr, Cu, Fe, Ni, Pb, Se, Zn	\$106.00
68	Trace Metals – Freshwater	TRF As Se Hg		\$106.00
69	Trace Metals - Freshwater, Priority Pollutants	TPP		\$106.00
70	Trace Metals – Seawater complete	TRSWspc		\$256.00

Line	Group Name	Analysis & Billing Code	Analyses Performed	Unit Price
71	Trace Metals – Tissue	TRF-T		\$186.00
72	Trace Metals - Sediment	TRS	Ag, As, Be, Cd, Cr, Cu, Hg, Fe, Ni, Pb, Se, Sb, Tl, Zn	\$178.00
73	Trace Metals - Seawater	TRSW	Ag, Cd, Cr, Cu, Ni, Pb, Zn	\$172.00
74	TTLCS Sediment	TTLCS	California Administrative Code Title 22, Article 11(CAM)	\$193.00

B. Individual Analyses

Line	Individual Determination	Analysis & Billing Code	Unit Price
1	1,4- Dioxane	DIOX	\$147.00
2	Acetaminophen	ACET	No Bid
3	Acid Volatile Sulfides - Sediment	AVS	\$61.00
4	Alkalinity	ALKA	\$12.00
5	Aluminum- Seawater	Al-SW	\$106.00
6	Aluminum– Sediment	Al-S	\$38.00
7	Aluminum, ICP	AL-ICP	No Bid
8	Aluminum, ICP-MS	Al	\$27.00
9	Ammonia as N - Sediment	NH3-S	\$38.00
10	Antimony – Sediment	Sb-S	\$38.00
11	Antimony- Seawater	Sb-SW	\$106.00
12	Antimony, ICP-MS	Sb	\$27.00
13	Arsenic - Seawater	As-SW	\$106.00
14	Arsenic – Sediment	As-S	\$38.00
15	Arsenic, ICP-MS	As	\$27.00
16	Avian GFD Gene Marker	AvianGFD	Discontinued
17	Biological Oxygen Demand, Total	BOD	\$55.00
18	Barium - Seawater	Ba-SW	\$102.00
19	Barium – Sediment	Ba-S	\$37.00
20	Barium, ICP	Ba-ICP	No Bid
21	Barium, ICP-MS	Ba	\$26.00
22	Beryllium - Seawater	Be-SW	\$102.00
23	Beryllium – Sediment	Be-S	\$37.00
24	Beryllium, ICP-MS	Be	\$26.00
25	Bismuth - Seawater	Bi-SW	\$102.00
26	Bismuth – Sediment	Bi-S	\$37.00
27	Bismuth, ICP-MS	Bi	\$26.00
28	Boron - Seawater	B-SW	\$102.00
29	Boron – Sediment	BO-S	\$37.00

Line	Individual Determination	Analysis & Billing Code	Unit Price
30	Boron, ICP-MS	B	\$26.00
31	Boron, Circumin Method	BCM	No Bid
32	Bromide	Br	No Bid
33	Chemical Oxygen Demand	COD	\$48.00
34	Cadmium - Seawater	Cd-SW	\$102.00
35	Cadmium - Sediment	Cd-S	\$37.00
36	Cadmium, ICP-MS	Cd	\$26.00
37	Calcium – ICP	Ca-ICP	No Bid
38	Calcium, EDTA	Ca	No Bid
39	Canine Gene Marker	BacCan	No Bid
40	Carbon dioxide, Titrimetric	CO2	No Bid
41	Carbonaceous BOD	cBOD	\$53.00
42	Chloride, Mercuric Nitrate Method	Cl	No Bid
43	Chlorine residual, DPD	ClR	No Bid
44	Chlorine residual, Iodometric	ClRI	No Bid
45	Chlorophyll A	CHLA	\$64.00
46	Chromium, Hexavalent	Cr6	\$53.00
47	Chromium, Total - Seawater	Cr-SW	\$102.00
48	Chromium, Total - Sediment	Cr-S	\$37.00
49	Chromium, Total, ICP-MS	Cr	\$26.00
50	Coliform, Fecal, Membrane Filtration	FC	No Bid
51	Coliform, Total & Fecal, MF	TFC	No Bid
52	Coliform, Total, Membrane Filtration	TC	No Bid
53	Coliphage, Male Specific (F+)	FColiphage	No Bid
54	Coliphage, Somatic	SomColiphage	No Bid
55	Color, Spectrophotometric	COLOR	\$26.00
56	Conductivity	EC	\$8.00
57	Copper - Sediment	Cu-S	\$37.00
58	Copper, ICP-MS	Cu	\$26.00
59	Copper, Total - Seawater	Cu-SW	\$102.00
60	Cyanide - Sediment	CN-S	\$58.00
61	Cyanide, Amenable	CNA	\$58.00
62	Cyanide, Total, Distillation & Photometry	CND	\$69.00
63	Dicofol – Sediment	DICO-S	\$156.00
64	Dicofol	DICO	\$156.00
65	Diquat	DIQ	No Bid
66	Dissolved Oxygen, Winkler Titration	DO	No Bid
67	E. Coli, Membrane Filtration	ECO	No Bid
68	Enterococcus, Membrane Filtration	ENT	No Bid
69	Fluoride	F	\$26.00

Line	Individual Determination	Analysis & Billing Code	Unit Price
70	Glyphosate	GLYP	\$214.00
71	Gull Gene Marker	Gull2Taq	Discontinued
72	Hardness, EDTA	HARD	\$13.00
73	Human-specific HF183 Bacteriodes Gene Marker	HF183	Discontinued
74	Human-specific HF183 Bacteriodes Gene Marker - Sediment	HF183-S	Discontinued
75	Imazamox	IMM	No Bid
76	Imazapyr	IMP	No Bid
77	Iron - Sediment	Fe-S	\$37.00
78	Iron, ICP-MS	Fe	\$26.00
79	Isotope Analysis of Hydrogen (2H/1H) in Water	2H	No Bid
80	Isotope Analysis of Oxygen (18O/16O) in Water	18O	\$91.00
81	Lead - Seawater	Pb-SW	\$102.00
82	Lead - Sediment	Pb-S	\$37.00
83	Lead, ICP-MS	Pb	\$26.00
84	Lipids - Tissue	%LIPID-T	\$26.00
85	Lithium - Sediment	Li-S	\$37.00
86	Lithium, ICP-MS	Li	\$26.00
87	Magnesium - Sediment	Mg-S	\$37.00
88	Magnesium, ICP	Mg-ICP	No Bid
89	Magnesium, ICP-MS	Mg	\$26.00
90	Manganese - Sediment	Mn-S	\$37.00
91	Manganese, ICP-MS	Mn	\$26.00
92	MBAS, Colorimetric	MBAS	\$58.00
93	Mercury - Sediment	Hg-S	\$37.00
94	Mercury, Cold Vapor	Hg	\$37.00
95	Microbial Source Tracking	MST	Discontinued
96	Moisture - Sediment	%MSTR	\$21.00
97	Moisture - Tissue	%MSTR-T	\$21.00
98	Molybdenum - Seawater	Mo-SW	\$102.00
99	Molybdenum - Sediment	Mo-S	\$37.00
100	Molybdenum, ICP-MS	Mo	\$26.00
101	MTBE - Sediment	MTBE-S	\$102.00
102	Nickel - Seawater	Ni-SW	\$102.00
103	Nickel - Sediment	Ni-S	\$37.00
104	Nickel, ICP-MS	Ni	\$26.00
105	Nitrate + Nitrite as NO3	NO3/NO2 -IC	\$22.00
106	Nitrate + Nitrite as NO3	NO3/NO2	\$26.00
107	Nitrate as N	NO3-N	\$22.00
108	Nitrite, (Spectrophotometric)	NO2	\$22.00

Line	Individual Determination	Analysis & Billing Code	Unit Price
109	Nitrogen, Ammonia Direct	NH3-D	\$22.00
110	Nitrogen, Ammonia Distilled	NH3	No Bid
111	Nitrogen, Total	TN	\$53.00
112	Nitrogen, Total in Sediment	TN-S	\$64.00
113	Nitrogen, Total Kjeldahl	TKN	\$42.00
114	Nonylphenol	ALKYL PHEN	\$145.00
115	Odor	ODOR	No Bid
116	Oil & Grease – Sediment	OG-S	\$58.00
117	Oil & Grease, Partition Gravimetric	OGPG	\$58.00
118	Organic Carbon, Dissolved	DOC	\$48.00
119	Organic Carbon, Total - Sediment	TOC-S	\$64.00
120	Organic Carbon, Total	TOC	\$42.00
121	Particle Size Distribution	PS	\$102.00
122	Pentachlorophenol	PENTA	\$145.00
123	Perchlorate	PERC	\$96.00
124	Petroleum Hydrocarbons, Total as Gasoline	TPH as Gasoline	\$75.00
125	pH	pH	\$6.00
126	pH in Sediment	pH-S	\$9.00
127	Phosphate, Ortho (IC)	PO4O	\$16.00
128	Phosphorus, Total - Sediment	P-S	\$37.00
129	Phosphorus, Total	P	\$26.00
130	Potassium	K	\$26.00
131	Potassium, ICP	K-ICP	No Bid
132	Residue, Settleable Solids (SS)	SSR	\$12.00
133	Residue, Total Filterable (TFR or TDS), dried at 180°C	TDS	\$12.00
134	Residue, Total Nonfilterable (TN, FR or TSS)	TSS	\$12.00
135	Residue, Total Volatile Nonfilterable (VSS) ignition at 550°C	VSS	\$12.00
136	Residue, Total Volatile Solids (TVS), ignition at 550°C	TVS	\$12.00
137	Salinity	SAL	\$26.00
138	Selenium - Seawater	Se-SW	\$102.00
139	Selenium - Sediment	Se-S	\$37.00
140	Selenium, ICP-MS	Se	\$26.00
141	Selenium – Tissue	Se-T	\$107.00
142	Silica, Dissolved	SiO2	\$12.00
143	Silver - Seawater	Ag-SW	\$102.00
144	Silver - Sediment	Ag-S	\$37.00
145	Silver, ICP-MS	Ag	\$26.00
146	Sodium, ICP	Na-ICP	No Bid
147	Solids - Sediment	%SOLID	\$21.00

Line	Individual Determination	Analysis & Billing Code	Unit Price
148	Stable Isotopes, Dissolved Nitrate (Nitrogen-15, Oxygen-18)	15N18O	Discontinued
149	Stable Isotopes, Dissolved Sulfate (Sulfur-34, Oxygen-18)	34S18O	No Bid
150	Sulfate	SO4	\$15.00
151	Sulfide, Dissolved	SD	\$26.00
152	Sulfide, Total – Sediment	SUL-S	\$37.00
153	Sulfide, Total	ST	\$21.00
154	Sulfite	SO3	No Bid
155	Sulfur, Total - Sediment	ST-S	No Bid
156	Sulfur, Total	S	No Bid
157	Suspended Sediment Concentration	SSC	\$64.00
158	Thallium - Seawater	TI-SW	\$102.00
159	Thallium - Sediment	TI-S	\$37.00
160	Thallium, ICP-MS	TI	\$26.00
161	Tin - Seawater	Sn-SW	\$102.00
162	Tin - Sediment	Sn-S	\$37.00
163	Tin, ICP-MS	Sn	\$26.00
164	Tributyl Tin	TBT	\$206.00
165	Triclopyr	TRICLPYR	\$183.00
166	Turbidity	TURB	\$10.00
167	UV Absorbance @ 254 nm	UV 254	No Bid
168	Vanadium - Seawater	V-SW	\$102.00
169	Vanadium - Sediment	V-S	\$37.00
170	Vanadium, ICP-MS	V	\$26.00
171	Zinc - Seawater	Zn-SW	\$102.00
172	Zinc - Sediment	Zn-S	\$37.00
173	Zinc, ICP-MS	Zn	\$26.00

C. Additional Rates:

	Job Title	Hourly Rate
1	Lab Director/ Manager	\$134.00
2	Supervising Chemist	\$109.00
3	Project Manager	\$114.00
4	Technicians	\$50.00
5	Clerical Staff	\$48.00
6	Aqueous Sample Filtration (flat rate per sample)	\$17.00

D. Holiday Surcharge: With County Project Manager or designee’s approval, County shall pay a 10% surcharge to the normal unit cost if any portion of the Contractors laboratory analyses is conducted on a major holiday (Thanksgiving, Christmas, New Year’s, Memorial Day, 4th July,

Labor Day). Results of analyses from these special requests that are reported after the due date will not be eligible for the surcharge and will be subject to penalties (10% per week – this is the standard penalty rate for normal turn-around time lab reports).

- E. **Rush Surcharge:** With County Project Managers approval, County shall pay a 80% surcharge to the normal unit cost rate for 24 hour analyses reported within that time period. For 48 hour, 72 hour, and 7-day rush analyses, the surcharge would be 50%, 30%, and 20%, respectively. Rush samples reported after the due date will not be eligible for the surcharge and will be subject to the penalties (10% per 24 hour period for the first 7 days; for 7-day rush, 10% penalty per 7 day period).
- F. **Additional Work:** Any additional Work, as discussed above in Attachment A, Section IV, item F must be approved in writing by the County Project Manager.
- G. **TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED: (AGGREGATE AMOUNT BETWEEN FOUR (4) CONTRACTORS): \$3,210,000.00**

FOR RENEWAL TERM STARTING DECEMBER 20, 2024, TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED: \$2,700,000.

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

* ***See attachment D for further invoice instruction.***

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts/Payables
601 North Ross Street
Santa Ana, CA 92701
Email: accountspayables@ocpw.ocgov.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.