SUBORDINATE CONTRACT MA-080-19010921

FOR

FIRE EXTINGUISHER AND FIRE HOSE MAINTENANCE SERVICES

BETWEEN

OC PUBLIC WORKS

Amendment #2
Name change

AND

OMEGA FIRE INC. DBA OMEGA KORD FIRE PROTECTION



Amendment #2 Name change

SUBORDINATE CONTRACT MA-080-19010921 WITH

OMEGA FIRE INC. DBA OMEGA KORD FIRE PROTECTION FOR

FIRE EXTINGUISHER AND FIRE HOSE MAINTENANCE SERVICES

Amendment #2
Name Change

THIS Subordinate Contract MA-080-19010921 for Fire Extinguisher and Fire Hose Maintenance Services (hereinafter referred to as "Subordinate Contract") 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 (hereinafter referred to as "County") and Omega Fire Inc. DBA Omega Kord Fire Protection, with a place of business at PO Box 4919, San Dimas, CA 91773-8919 16134 Valerio St, Van Nuys, CA 91406 (hereinafter referred to as "Contractor") with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

Amendment #2
Address Change

RECITALS

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued Regional Cooperative Agreement RCA-017-19010003 (hereinafter referred to as "RCA"), in effect from December 1, 2018 and continue to be effective through and including November 30, 2023; and,

WHEREAS, County and Contractor desire to enter into a Subordinate Contract MA-080-19010921 for Fire Extinguisher and Fire Hose Maintenance Services (hereinafter referred to as "Subordinate Contract"), per the Scope of Work, Pricing, Terms and Conditions of the RCA; and,

WHEREAS, Contractor agrees to provide Fire Extinguisher and Fire Hose Maintenance Services to the County in accordance with the Specifications, Pricing, Terms and Conditions of the RCA, incorporated herein by this reference; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the RCA; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- 1. **Scope of Contract**: This Subordinate Contract specifies the contractual terms and conditions by which the Contractor shall provide Fire Extinguisher and Fire Hose Maintenance Services in accordance with the RCA.
- 2. **Term**: The initial term of this Subordinate Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for three (3) years from that date, unless otherwise terminated as provided herein.

Amendment #2 New term dates

Amendment #2
Updated renewal length

This Subordinate Contract shall be renewed from February 1, 2022 to November 30, 2023 unless otherwise terminated as provided herein.

- 3. **Renewal:** This Subordinate Contract may be renewed for two (2) additional one (1) year terms one (1) additional term up to two (2) years upon Board of Supervisor approval.
- 4. **Aggregate Amount:** This Subordinate Contract with Omega Fire Inc. DBA Omega Kord Fire Protection for Fire Extinguisher and Fire Hose Maintenance Services is to be combined in aggregate with a concurrent subordinate contract with Majestic Fire Inc., with a Total Aggregate Amount not to exceed \$511,500.

Amendment #2 Name Change Amendment #2
Added renewal aggregate amount

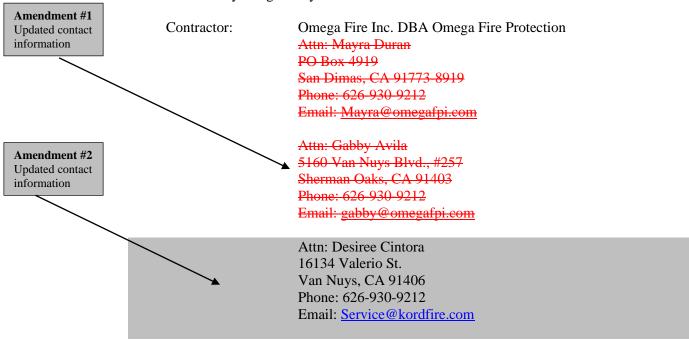
For renewal term starting February 1, 2022, this Subordinate Contract with Omega Fire Protection Inc. DBA Kord Fire Protection for Fire Extinguisher and Fire Hose Maintenance Services is to be combined in aggregate with a concurrent subordinate contract renewal with Majestic Fire, Inc. with a Total Aggregate Amount for the renewal term not to exceed \$330,000.

- 5. **Compensation & Payment:** Contractor agrees to provide Fire Extinguisher and Fire Hose Maintenance Services at the fixed rate set forth in the RCA.
- 6. **Not-to-Exceed Limit:** The total amount of this Subordinate Contract shall not exceed \$511,500. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

Amendment #2 Added renewal amount

For renewal term starting February 1, 2022, the total amount of this Subordinate Contract renewal shall not exceed \$330,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

- 7. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when expenditures reach 75 percent of the dollar limit on the Subordinate Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Subordinate Contract unless an amendment to cover those costs has been issued.
- 8. **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.



County of Orange OC Public Works

Mailing Address: P.O. Box 57019

Sherman Oaks, CA 91413

Copy: Jennifer Ibarra

Ops@kordfire.com

Genesis Pallaroso Admin@kordfire.com

County: OC Facilities – Maintenance & CUF

Attn: Robert Kmetz Phone: 714-667-3281

Email: Robert.Kmetz@ocpw.ocgov.com

OC Fleet Services Attn: Ami Leofa Phone: 714-834-5059

Email: Ami.Leofa@ocpw.ocgov.com

OC Environmental Resources Attn: Michele Bartholomew Phone: 714-955-0634

Email: Michele.Batholomew@ocpw.ocgov.com

OC Survey

Attn: Maria Abrogar Phone: 714-967-0815

Email: Maria.Abrogar@ocpw.ocgov.com

Amendment #2
Updated contact

OC Operations & Maintenance

Attn: Ted Luckham

Email: Theodore.Luckham@ocpw.ocgov.com

Attn: Lori Hanson Phone: 714-955-0231

Phone: 714-955-0300

Email: Lori.Hanson@ocpw.ocgov.com

9. **Invoice Instructions**: All invoices associated with this Subordinate Contract shall be forwarded to location/shop that requested service.

Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

- 1. Contractor's name and address
- 2. Contractor's remittance address
- 3. County Subordinate Contract Number
- 4. Contractor's Federal I.D. number
- 5. Date of Order/Service date(s)
- 6. Product/service description, quantity, prices
- 7. Total invoice amount

Invoices are to be submitted in arrears and payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved, subject to the

information

Attachment C

County's routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

Signature Page follows

Signature Page

		hereto have executed this Contract on the date following	
their respective signatures.		Amendment #2 Name Change	
OMEGA FIRE INC	C. DBA <mark>OMEGA</mark> KORD I	FIRE PROTECTION*	
Signature	Name	Title	Date
Signature	Name	Title	Date
COUNTY OF ORA COUNTY AUTHOR	NGE, A political subdivi RIZED SIGNATURE:	sion of the State of Californ	iia
Signature	Name	Title	Date
APPROVED AS TO County Counsel) FORM:		
ByDept	uty		
Date			

* 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 A SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide Fire Extinguishers, Fire Hoses and Related Services to various departments/agencies located through the County of Orange, including those not listed herein.

II. OC PUBLIC WORKS SERVICE LOCATIONS AND CONTACTS:

A. OC Facilities - Maintenance & CUF

Attn: Robert Kmetz Phone: 714-667-3281

Email: Robert.Kmetz@ocpw.ocgov.com

Amendment #1 Updated location

Amendment #1

Removed

locations

Amendment #1

Added locations

Service Locations:

- 1. OC Public Works Headquarters, District Attorney, 300 North Flower Street, Santa Ana
- 2. Hutton Towers parking structure, 1002 Santa Ana Boulevard, Santa Ana
- 3. OC Public Works Facilities Operations, 1143 East Fruit Street, Santa Ana.
- 4. OC Public Works Construction, 1152 East Fruit Street, Santa Ana
- 5. OC Public Works Records Center, 1141-43 East Chestnut Street, Santa Ana
- 6. County Operations Center, 1300 South Grand, Bldgs. A, B, & C, Santa Ana
- 7. County Executive Office, Data Center, 1400 South Grand, Santa Ana
- 8. Hall of Administration, 333 Santa Ana Boulevard. Santa Ana
- 9. Hall of Finance, 620 North Ross, Santa Ana
- 10. Hall of Records, 630 North Broadway, Santa Ana
- 11. Public Defender, 645 Ross Street, Santa Ana
- 9. Auditor Controller, 1770 North Broadway, Santa Ana
- 10. Law Library, 515 North Flower Street, Santa Ana
- 11. Manchester Office Building, 301 City Drive, Orange
- 12. Manchester Office Building Parking Structures, 1 & 2 343-313 City Drive, Orange
- 13. Probation, Juvenile Hall, 331 City Drive, Orange
- 14. Probation, Youth Leadership Academy, 3155 Justice Way, Orange
- 15. Probation, Joplin Youth Center, 1948 Rose Canyon Drive, Trabuco Canyon
- 16. Probation/Sheriff's Office, 909 North Main Street, Santa Ana
- 17. Probation Office, 23271 Verdugo Drive, Laguna Hills
- 18. Probation, Youth Guidance Center, 3030 N. Hesperian Way, Santa Ana
- 19. OC Public Works Central Utility Facility (CUF), 525 N. Flower St., Santa Ana
- 20. Sheriff Forensic, 320 North Flower, Santa Ana
- 21. Stadium Parking, 1020 West Civic Center Dr., Santa Ana
- 22. Health Care Agency, Epidemiology Lab, 1719 West 17th St., Santa Ana
- 23. Health Care Agency, 1725 West 17th St., Santa Ana
- 24. Sheriff-Coroner Dept., Harbor Patrol Headquarters, 1901 Bayside Drive, Corona Del Mar
- 25. Civic Center Parking, 510 Flower St., Santa Ana
- 26. Appellate Court Parking, 19 Civic Center Plaza, Santa Ana
- 27. Courthouse Parking, 690 West Civic Center Drive, Santa Ana
- 28. County Administration South, 601 North Ross Street, Santa Ana

B. OC Fleet Services

Attn: Ami Leofa Phone: 714-834-5059

Email: Ami.Leofa@ocpw.ocgov.com

County of Orange OC Public Works

Service Locations:

- 1. OC Fleet Services, 445 Civic Center Drive West, Santa Ana
- 2. OC Fleet Services Shop I, 1102 East Fruit Street, Santa Ana
- 3. OC Fleet Services South County Garage, 30102 Pacific Island Drive, Laguna Niguel
- 4. OC Fleet Services Shop II, 2023 West Collins Avenue, Orange

C. OC Environmental Resources/OC Watersheds and Agriculture Commissioner

Attn: Michele Bartholomew

Phone: 714-955-0634

Email: Michele.Bartholomew@ocpw.ocgov.com

Service Locations:

- 1. OC Watersheds, 2245 Glassell Street, Orange
- 2. OC Watersheds, 2301 Glassell Street, Orange
- 3. Agriculture Commissioner Lab, 222 Bristol Lane, Orange

D. OC Survey

Attn: Maria Abrogar Phone: 714-967-0815

Email: Maria.Abrogar@ocpw.ocgov.com

Service Locations:

- 1. OC Survey, 2245 Glassell Street, Orange
- 2. OC Survey, 2301 Glassell Street, Orange

E. Operations & Maintenance

Amendment #1
Updated
Contact

Amendment #1

Added locations

Information

Attn: Ted Luckham Lori Hanson Phone: 714-955-0300 0231

Email: Theodore.Luckham@ocpw.ocgov.com Lori.Hanson@ocpw.ocgov.com

Service Locations:

- 1. OC Operations & Maintenance, 2301 Glassell Street, Orange
- 2. OC Operations & Maintenance Warehouse, 222 Bristol Lane, Orange
- 3. Cypress Pump Station, 4363 Ball Road, Cypress
- 4. Seal Beach Pump Station, 202 Seal Beach Blvd, Seal Beach
- 5. Los Alamitos Pump Station, 7000 2nd Street, Long Beach
- 6. Rossmoor Pump Station, 7500 East Willow Street, Long Beach
- 7. Huntington Beach Pump Station, 8092 Adams Ave, Huntington Beach
- 8. Harbor Edinger Pump Station, 16832 Harbor Blvd, Santa Ana
- 9. South Park Pump Station, 17845 New Hope Street, Fountain Valley
- 10. Haster Pump Station, 12952 Lampson Avenue, Garden Grove
- 11. Villa Park Dam, 8048 Lolita Street, Orange

III. BILLING ADDRESS: OC Public Works

Attn: Accounts Payable

PO Box 4048

Santa Ana, CA 92702-4048

Email: accountspayables@ocpw.ocgov.com

County of Orange OC Public Works