

SUBORDINATE CONTRACT MA-012-27010054
FOR
HVAC AND BUILDING CONTROL EQUIPMENT,
INSTALLATION, SUPPLIES AND RELATED SERVICES
BETWEEN
COUNTY OF ORANGE
AND
EMCOR SERVICES MESA ENERGY



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THIS Subordinate Contract Number MA-012-27010054 for HVAC and Building Control Equipment, Installation, Supplies and Related Services ("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 ("County") and Emcor Services Mesa Energy ("Contractor") with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments:

Attachment A - Locations

Attachment B - Payment and Compensation

Attachment C – Regional Cooperative Agreement - RCA-017-26010035 incorporated by reference

RECITALS

WHEREAS, the County of Orange, through the County Procurement Office ("CPO") has issued Regional Cooperative Agreement Number RCA-017-26010035, hereinafter referred to as "RCA" with Emcor Services Mesa Energy for HVAC and Building Control Equipment, Installation, Supplies and Related Services, now in effect from December 15, 2025, through December 14, 2030; and

WHEREAS, County and Contractor desire to enter into a Contract for HVAC and Building Control Equipment, Installation, Supplies and Related Services; and

WHEREAS, Contractor agrees to provide HVAC and Building Control Equipment, Installation, Supplies and Related Services in accordance with the Specifications, Pricing, Terms and Conditions of the RCA and this Contract; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies the contractual terms and conditions by which the Contractor shall provide HVAC and Building Control Equipment, Installation, Supplies and Related Services in accordance with the RCA.

2. Term of Contract:

The initial term of this Contract shall become effective October 15, 2026, and shall continue through December 14, 2030, unless otherwise terminated as provided herein.

3. Renewable with Concurrence

This Contract may only be renewed or extended if RCA is renewed or extended.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

6. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

7. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. Compensation and Payment

Contractor agrees to provide the products or services specified in the Scope of Work and at the pricing specified in the Master Cooperative Contract attached hereto and incorporated by reference. The maximum amount under this Contract shall not exceed amount noted in Attachment B, Payment and Compensation.

9. Notices:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, 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 (4) 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:	Emcor Services Mesa Energy
Attn:	Aaron Fletcher
Address:	2 Cromwell Irvine, CA 92618
Phone:	949-254-3114
Email:	afletcher@emcor.net

County's Project Manager: OC Community Resources	
Attn:	Gary Rivas
Address:	1501 E St Andrew Pl Santa Ana, CA 92701
Phone:	(714) 566-3053
Email:	Gary.rivas@occr.oc.gov

cc: OC Community Resources/Procurement Services

Attn:	Frank Zendejas, County DPA
Address:	601 N. Ross St., 6th Fl Santa Ana, CA 92701
Phone:	(714) 480-4694
Email:	frank.zendejas@occr.oc.gov

SIGNATURE PAGE

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

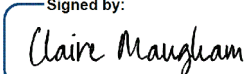
EMCOR SERVICES MESA ENERGY

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signed by:			Senior Vice President	7/27/2026
				
18AE8A2303B1414...				
Signature	Name		Title	Date

Signed by:			CFO	7/27/2026
		Claire Maugham		
9DADE4361422492...				
Signature	Name		Title	Date

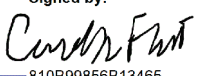
COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

County Counsel

Signed by:			Supervising Deputy County Counsel	7/27/2026
		Carolyn Frost		
810B99856B13465...				
Signature	Name		Title	Date

ATTACHMENT A - LOCATIONS

1. LOCATIONS:

Contractor shall provide HVAC and Building Control Equipment, Installation, Supplies and Related Services, as described in RCA-017-26010035, at the following locations:

<u>COUNTY OF ORANGE - OC COMMUNITY RESOURCES LOCATIONS</u>
OC Animal Care Facility 1630 Victory Road Tustin, CA
Aliso Viejo Library 1 Journey, Aliso Viejo, CA
Dana Point Library 33841 Niguel Rd, Dana Point, CA
El Toro Library 24672 Raymond Way, Lake Forest, CA
Foothill Ranch Library 27002 Cabriole, Irvine, CA
Ladera Ranch Library 29551 Sienna Pkwy, Ladera Ranch, CA
Laguna Beach Library 363 Glenneyre St, Laguna Beach, CA
Laguna Niguel Library 30341 Crown Valley Pkwy, Laguna Niguel, CA
La Habra Library 221 Ka Habra Blvd La Habra, CA
Rancho Santa Margarita Library 30902 La Promesa, Rancho Santa Margarita, CA
San Clemente Library 242 Avenida del Mar, San Clemente, CA
San Juan Capistrano Library 31495 El Camino Real, San Juan Capistrano, CA
Tustin Library 345 E. Main St, Tustin, CA
Westminster Library 8180 13 th St Westminster, CA
La Palma Library 7842 Walker La Palma, CA
Los Alamitos/Roosmoor Library 12700 Montecito Dr. Seal Beach, CA

Costa Mesa - Mesa Verde Library 2969 Mesa Verde Drive E Costa Mesa, CA
Seal Beach/Mary Wilson Library 707 Electric Avenue Seal Beach, CA
Stanton Library 7850 Katella Avenue Stanton, CA
Garden Grove Tibor Rubin Library 11962 Bailey St Garden Grove, CA
Library of the Canyons 7531 Santiago Canyon Road Silverado, CA
Villa Park Library 17865 Santiago Blvd Villa Park, CA
Brea Library 1 Civic Center Cir. Brea, CA
Garden Grove Chapman Library 9182 Chapman Ave Garden Grove, CA
Costa Mesa – Donald Dungan Library 1855 Park Avenue Costa Mesa, CA
Cypress Library 5331 Orange Ave Cypress, CA
Garden Grove Main Library 11200 Stanford Avenue Garden Grove, CA
Fountain Valley Library 17635 Los Alamos Fountain Valley, CA
El Modera House Esplanade, Orange
Midway Community Center 14900 Park Ln Midway City, CA
Laguna Hills Library 25555 Alicia Pkwy, Laguna Hills, CA
Laguna Woods Library 24266 El Toro Road, Laguna Woods, CA
OC Public Libraries Headquarters 1501 E. St Andrew Place, Santa Ana, CA

4. **ADDING/REMOVING COUNTY LOCATIONS:**

- A. The County reserves the right to add or remove locations during the term of this Contract without an Amendment, with written approval from the County Project Manager.

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation

This is a firm fixed fee Contract between County and Contractor for HVAC and Building Control Equipment, Installation, Supplies and Related Services as set forth in Attachment A, "Scope of Work".

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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County RCA Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

- A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Compensation under this Contract shall be based on the rates established in Regional Cooperative Agreement No. RCA-017-26010035, which are incorporated herein by reference.

TERM OF CONTRACT	ANNUAL NOT-TO-EXCEED
YEAR 1: OCT. 15, 2026 – DEC. 14, 2026	\$84,200
YEAR 2: DEC. 15, 2026 – DEC. 14, 2027	\$500,000
YEAR 3: DEC. 15, 2027 – DEC. 14, 2028	\$500,000
YEAR 4: DEC. 15, 2028 – DEC. 14, 2029	\$500,000
YEAR 5: DEC. 15, 2029 – DEC. 14, 2030	\$500,000
TOTAL AMOUNT:	\$2,084,200 TOTAL

B. Total Contract amount not to exceed: \$2,084,200

Approval by the Board of Supervisors is required for all service contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000.

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Contractor's Expense:

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.

4. 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 thirty (30) days after receipt of an invoice in a format acceptable to 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 Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet 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.

5. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: Invoices and support documentation shall be sent to invoice@occr.ocgov.com

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery.

Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from "A" above
3. Name of County Agency/Department
4. Contract Number MA-012-27010054
5. Delivery/Service address
6. Date of order
7. Complete Breakdown of charges and prices per the Master Cooperative Contract
8. Sales tax, if applicable
9. Freight/Delivery Charges, if applicable
10. Total

Invoices and support documentation shall be addressed to :

OC Community Resources

Attn: Accounts Payable

601 N. Ross St 6th Floor

Santa Ana, CA 92701

Email: einvoice@occr.ocgov.com

6. Payment (Electronic Funds Transfer (EFT)):

County of Orange offers contractors 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 an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C - REGIONAL COOPERATIVE AGREEMENT – RCA-017-26010035

Incorporated by reference only.