

**AMENDMENT NO. 1
FOR
Fence and Gate Repair/Maintenance 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”), Orange County Flood Control District, a body corporate and politic, (“District”) and Quality Fence Co., Inc., with a place of business at 14929 Garfield Ave. Paramount, CA 90723 (“Contractor”), with County, District and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County, District and Contractor entered into Contract MA-080-22010909 for Fence and Gate Repair/Maintenance Services effective July 1, 2022 through June 30, 2025, in the Total Aggregate Amount of \$5,145,000, (“Contract”); and,

WHEREAS, the Parties now desire to increase the Aggregate Contract Amount by \$750,000 for a new Aggregate Contract Not-to-Exceed Amount of \$5,895,000; and,

WHEREAS, the Parties now desire to amend Article J to add Nondiscrimination Requirements; and,

WHEREAS, the Parties now desire to amend Article 26 to add a County’s Project Manager contact information; and,

WHEREAS, the Parties now desire to add Articles 41 and 42 to the Contract; and

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

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 4, shall be amended to read in its entirety as follows:

4. **Aggregate Contract:** This is an Aggregate Contract with Quality Fence Co., Inc. and Valley Cities Gonzales Fence Inc. with an Aggregate Contract Amount not to exceed \$5,895,000.

2. Attachment B, Section 2, Item C shall be amended to read in its entirety as follows:

C. AGGREGATE CONTRACT AMOUNT NOT TO EXCEED..... \$5,895,000

3. Article J, Non-Discrimination” shall be amended to include the following:

a. **Compliance with Nondiscrimination 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:

1. **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.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.
 3. **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.
 4. **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.
 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination 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.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six 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.
- b. **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 non-discrimination statutes and authorities; including but not limited to:
1. 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);

2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 3. 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);
 4. 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;
 5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987 (PL 100-209) (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);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;
 11. 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 to 74100);
 12. 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).
4. Article 26, “Notices” shall be amended to include an additional County’s Project Manager contact information as follows:

OC Public Works/OC Facilities & CUF
Attn: Dale Vermillion/Project Manager

1143 E. Fruit Street
Santa Ana, CA 92701
Phone: (714) 667-4963
Email: Dale.Vermillion@ocpw.ocgov.com

5. The Additional Terms and Conditions of the Contract shall be amended to include Articles 41 and 42 as follows:

41. **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:

- i. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
- ii. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
- iii. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
- iv. Background check fees are provided at the first appointment
- v. Employees must provide two government-issued IDs at the first appointment.
- vi. STA and/or CHRC results are received.
- vii. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
- viii. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.
- ix. Upon successful completion of the required training, employees will receive their ID Badge.
- x. 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:

- i. 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 organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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
- ix. 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.
- i. 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.
 - ii. 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.
 - iii. JWA security badge is nontransferable.
 - iv. 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.
 - v. 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.
 - vi. No worker shall be used in performance of this work that has not passed the background check.
42. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director 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.

6. Attachment B, Section 8 shall be amended to include an additional invoicing address as follows:
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 supporting documentation are to be forwarded to department requesting services:

For OC Public Works:

OC Public Works/Operations & Maintenance
Attn: Kris Ruiz
2201 N. Glassell Street
Orange, CA 92865

OC Public Works/ OC Facilities & CUF

Attn: PMT
601 N. Ross St. 4th Floor
Santa Ana, CA 92701
facops@ocpw.ocgov.com

Or

For John Wayne Airport:

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626
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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

QUALITY FENCE CO., INC.*

<u>Toni Hoover</u>	Toni Hoover	President	11/9/2022
_____	Name	Title	Date

<u>RUTH HOOVER</u>	RUTH HOOVER	Secretary	11/9/2022
_____	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
_____	Name	Title	Date

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

		Deputy Purchasing Agent	
_____	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By: William Ninh _____
Deputy

Name: William Ninh

Date: 11/9/2022

* 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.