

**AMENDMENT NO. 2
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, (hereinafter referred to as "County"), the Orange County Flood Control District (hereinafter referred to as "District"), and Valley Cities Gonzales Fence, Inc., with a place of business at 1338 Sixth Street, Norco, CA 92860 (hereinafter referred to as "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-080-17011587, for Fence and Gate Repair/Maintenance, effective July 1, 2017 through June 30, 2020, in the aggregate amount not to exceed \$1,205,000 Per Year (hereinafter referred to as "Contract"); and,

WHEREAS, the Parties executed Contract Amendment No. 1 to renew the Contract for one additional year with a new total aggregate contract amount not to exceed \$1,312,500; and,

WHEREAS, the Parties executed Contract Amendment No. 1 to delete Article 13, Conflict of Interest, Article 44, Change of Ownership, and add Article 60, Change of Ownership/Name, Litigation Status, Conflicts with County Interests in their place; and,

WHEREAS, the Parties executed Contract Amendment No. 1 to delete Article 14, Child Support Enforcement Requirements; and,

WHEREAS, the Parties executed Contract Amendment No. 1 to add Articles 61, Payment and Performance Bonds, and Article 62, Registration of Contractor; and,

WHEREAS, the Parties executed Contract Amendment No. 1 to amend Attachment B, Section VII to update invoicing instructions; and,

WHEREAS, the Parties now desire to renew the Contract for one additional year with a new total aggregate contract amount not to exceed \$1,215,000; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

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

Contract shall be renewed for one (1) year from July 1, 2021 to June 30, 2022, unless otherwise terminated as provided herein.

2. Article 3 shall be amended to include the following:

Beginning July 1, 2021, the annual not-to-exceed total aggregate amount shall be One Million, Two Hundred and Fifteen Thousand Dollars (\$1,215,000).

*County of Orange, OC Public Works
Valley Cities Gonzales Fence, Inc.*

3. Attachment B, Section II, Paragraph C shall be amended to include the following:

Beginning July 1, 2021, Annual Aggregate Contract Amount Not to Exceed:.....\$1,215,000 Per Year

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

*County of Orange, OC Public Works
Valley Cities Gonzales Fence, Inc.*

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

VALLEY CITIES GONZALES FENCE, INC.*

By: David Gonzales
Print Name: David Gonzales
Title: President
Corporate Officer
Date: 2/26/2021

By: Rebecca Gonzales
Print Name: Rebecca Gonzales
Title: Secretary
Corporate Officer
Date: 2/26/2021

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

By: _____
Print Name: _____
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:

County Counsel

By: William Ninh
William Ninh
Date: 3/8/2021

* 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.