

**CONTRACT MA-080-17011613  
FOR  
LIGHTING MAINTENANCE AND REPAIR SERVICES**

THIS Contract MA-080-17011613 for Lighting Maintenance and Repair Services, (hereinafter referred to as "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 ALBD Electric and Cable, a state of California corporation (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

**RECITALS**

WHEREAS, County and Contractor are entering into this Contract for Lighting Maintenance and Repair Services under a Fixed Contract; and,

WHEREAS, County solicited for Lighting Maintenance and Repair Services as set forth herein, and Contractor has represented that it is qualified to provide Lighting Maintenance and Repair Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Lighting Maintenance and Repair Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Lighting Maintenance and Repair Services under a Fixed Contract.
2. **Term:** The initial term of this Contract shall become effective upon execution of all signatures or approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for five years from that date, unless otherwise terminated as provided herein.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

5. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 25. Notices, 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 Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by 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 Contractor personnel. Said approval shall not be unreasonably withheld.
6. **Contractor's Project Manager:** The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.
7. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's project manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the using agency/department.
10. **Usage Reports:** Upon County request, Contractor shall submit usage reports to the County which shall include, at minimum, summarized quantities, item descriptions (including Manufacturer/Part No.). The usage report shall be in a format specified by the County.
11. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments.

Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract.

The Contractor shall be required to maintain a list of the cooperative entities using this contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

12. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
13. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
14. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
15. **Prevailing Wage: (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

16. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

The information contained in the payroll record is true and correct.

The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than

the higher of these rates or the rates determined by the United States Department of Labor.

17. **Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish
18. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
19. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - i. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - ii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - iii. Terminate the Contract immediately without penalty.
20. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 25. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
  - i. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- iii. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
21. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
22. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.
23. **Delivery Parking:** The County of Orange will not provide free parking for delivery services.
24. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contract. This includes hazardous substances that are not directly included in the contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Project Manager and must also be sent to:
- County of Orange CEO/Risk Management  
Attn: Safety and Loss Prevention Program  
PO Box 327  
Santa Ana, CA 92702
25. **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's Project Manager: OC Public Works/OC Facilities Operations  
Attn: Jennifer Carroll  
1143 East Fruit Street  
Santa Ana, CA 92703  
Phone: 714-667-4942  
Email: [Jennifer.Carroll@ocpw.ocgov.com](mailto:Jennifer.Carroll@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
Attn: Robert Esparza, County DPA  
300 North Flower Street, Suite 838  
Santa Ana, CA 92703  
Phone: 714-667-9746  
Email: [Robert.Esparza@ocpw.ocgov.com](mailto:Robert.Esparza@ocpw.ocgov.com)

Contractor: ALBD Electric and Cable  
Attn: Chad Lambert  
2912 East Blue Star  
Anaheim, CA 92806  
Phone: 949-533-3364  
Email: [chad@albdinc.com](mailto:chad@albdinc.com)

26. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
27. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
28. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
29. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

30. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
31. **Acceptance/Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
32. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "58" below, and as more fully described in Article "58", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
33. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "58" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
34. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
35. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all



the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

36. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
37. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
38. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
39. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
40. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
41. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every

subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

42. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "58" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
43. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
44. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
45. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
46. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
47. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "58" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
48. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

49. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
50. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
51. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
52. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
53. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
54. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
55. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
56. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
57. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged

violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

58. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
59. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

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

**ALBD\*** a State of California corporation

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

**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 \_\_\_\_\_

Deputy County Counsel

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 signator to bind the corporation.

ATTACHMENT A  
SCOPE OF WORK

I. GENERAL INFORMATION:

Contractor shall provide all labor, materials, tools, lifts, portable lifts, ladders and equipment required for all incandescent and fluorescent lights and fixtures on the inside of the buildings identified in Section II below; all lamps and fixtures connected to the outside of the buildings; exterior lights illuminating walkways; and facility stairs, and ramps; all parking lot and pole lights; street pole lights, plaza pole lights, sensors, photo cells, illuminated signs (if applicable); task lights; emergency signs; emergency lights and emergency light battery packs; exit lights, pilaster lights, bollard lights, landscape lights, bridge lights and interior elevator car lights, tube guards, ballasts and diffusers. ALL OF THE LISTED FACILITIES IN SECTION II BELOW ARE TO RECEIVE MAINTENANCE SERVICES ONLY. ALL MAINTENANCE ROOMS, WATER CLOSETS, STORAGE ROOMS AND ELECTRICAL EQUIPMENT ROOMS SHALL BE INCLUDED IN THE SERVICES PROVIDED.

- A. Conduct inspections and replacements on a scheduled basis per Section XV herein;
- B. Replace all interior and exterior burned out, flickering light bulbs and tubes, emergency lights, exit signs, task lights, photo cells, sensors, as needed;
- C. Replace all ballasts, as needed;
- D. Test all emergency light battery packs for each facility and replace as needed, per Section XV herein;
- E. Test all of the outside lights attached to the buildings, parking lot and pole lights, street pole lights, plaza pole lights, pilaster lights, bollard lights, photo cells, landscape lights and emergency lights on a scheduled basis per Section XV herein;
- F. Replace all broken, missing, stained (including yellowed) and damaged diffusers, as needed;
- G. Repair the lighting systems and troubleshoot blown ballasts and tripped circuits as requested.

II. LOCATIONS

1. Civic, County Operations (COC) and Data Centers

Hall of Administration, 333 Santa Ana Boulevard, Santa Ana  
OC Public Works/OC Fleet Maintenance, 445 Civic Center Drive, Santa Ana  
~~Hall of Records and Finance, 630 Broadway and 625 Ross Street, Santa Ana~~  
~~Public Defender, 645 Ross Street, Santa Ana~~  
OC Public Works/OC Fleet Maintenance, 445 Civic Center Drive, Santa Ana  
Law Library, 515 North Flower Street, Santa Ana  
~~OC Public Works/Headquarters, 300 North Flower, Santa Ana~~  
OC Public Works and Sheriff Forensic, Breezeway, 300 & 320 North Flower, Santa Ana  
District Attorney, 300 North Flower, Santa Ana  
District Attorney and Sheriff Forensic, Breezeway, 300 & 320 North Flower, Santa Ana  
Old Historic Courthouse, 211 Santa Ana Boulevard, Santa Ana  
Auditor Controller, 1770 North Broadway, Santa Ana  
OC Public Works/OC Fleet Maintenance Shop # 2, 2023 Collins Street, Orange  
COC, 1300 South Grand Avenue, Bldgs A, B & C, Santa Ana  
OC Data Center, 1400 South Grand Ave., Santa Ana

Amendment  
No. 3 –  
Updated  
locations



2. Plaza, Parking Lots/Structures

Amendment  
No. 2 –  
Removed  
location

~~Hall of Administration Parking Lot, 601 Ross Street, Santa Ana~~

~~OC Public Works/OC Fleet Parking Structure, 445 Civic Center Drive, Santa Ana~~  
~~SSA Parking, 800 & 840 North Eekhoff, Orange~~  
~~HCA Parking Structure/Transit Terminal, 405 West 5<sup>th</sup> Street, Santa Ana~~  
~~Civic Center Underground Parking Lot, 510 Flower Street, Santa Ana~~  
~~Appellate Court Parking Structure, 19 Civic Center Plaza, Santa Ana~~  
~~Hutton Towers Parking Structure, 1002 Santa Ana Boulevard, Santa Ana~~  
~~Stadium Parking Structure, 1020 Civic Center Drive, Santa Ana~~  
~~Courthouse Parking Structure, 690 Civic Center Drive, Santa Ana~~  
~~Manchester Office Parking (MOB) Structures, 313 & 343 City Drive, Orange~~  
~~MOB, Juvenile Hall Plaza, 301/331 City Drive, Orange~~  
~~Berkeley Triangle Parking Lot, 1275 Berkeley Avenue, Fullerton~~  
~~West Civic Center Parking Lot #2, 8141 13th Street, Westminster~~

Amendment  
No. 4 –  
Updated  
locations

OC Public Works/OC Fleet Parking Structure, 445 Civic Center Drive, Santa Ana  
Civic Center Underground Parking Lot, 510 Flower Street, Santa Ana  
Appellate Court Parking Structure, 19-Civic Center Plaza, Santa Ana  
Hutton Towers Parking Structure, 1002 Santa Ana Boulevard, Santa Ana  
Stadium Parking Structure, 1020 Civic Center Drive, Santa Ana  
Courthouse Parking Structure, 690 Civic Center Drive, Santa Ana  
Manchester Office Parking (MOB) Structures, 313 & 343 City Drive, Orange  
MOB, Juvenile Hall Plaza, 301/331 City Drive, Orange  
Berkeley Triangle Parking Lot, 1275 Berkeley Avenue, Fullerton  
West Civic Center Parking Lot #2, 8141 13th Street, Westminster

3. Probation and Courts

Probation Headquarters/Sheriff Sub Station/Community Courts, 909 Main, Santa Ana  
Manchester Office Building (MOB), 301 City Drive, Orange  
Juvenile Hall, 331 City Drive, Orange  
Youth Leadership Academy (YLA), 3155 West Justice Way, Orange  
Superior Court Annex Trailer, 341 City Drive, Orange  
Youth Guidance Center, 3030 N. Hesperian Road, Santa Ana  
Joplin Youth Center, 1980 Rose Canyon Drive, Trabuco Canyon

4. OC Public Works/Operations & Maintenance (OCPW/O & M) Complex

OC Watersheds Lab, 2245 Glassell, Orange  
OCPW/O & M, Headquarters, 2301 Glassell, Orange  
Agriculture Commissioner Lab & Warehouse, 222 East Bristol Lane, Orange

5. South County Facilities

County Facility at Laguna Niguel, 30143 Crown Valley, Laguna Niguel  
OC Public Works/OC Fleet Shop #5, 30102 Pacific Island Drive, Laguna Niguel  
Upper Newport Bay Nature Center, 2301 University Drive, Newport Beach  
Surf Side Bridge, 34680 Pacific Coast Highway, Dana Point

Amendment  
No. 4 –  
Updated  
locations

6. Health Care Agency

HCA/Epidemiology, 1719 W. 17<sup>th</sup> Street, Santa Ana  
HCA/Clinic, 1725 W. 17<sup>th</sup> Street, Santa Ana  
HCA/Laboratory, 1729 W. 17<sup>th</sup> Street, Santa Ana

### III. MATERIALS

A. The following materials shall be used:

1. All Fixtures that have T-8 lamps shall be replaced with Sylvania Octron XPS XL Ecologic 28 watt T-8 4100 Florescent Lamp with a 36 month warranty, or pre-approved equal.
2. Approved equals for lamps include:  
  
Topaz - FO32/28W/841/XLP-40  
Linear 28 4100 36,000 40,000 2725 2562 85 0.94  
  
Philips - F32T8/ADV841/XLL/ALTO 28 W  
Linear 28 4100 40,000 36,000 2675 2600 85 0.97  
  
Standard Products - F28T8/41K/8/RS/G13/STD ESV LL  
Linear 28 4100 36,000 40,000 2675 2540 85 0.95  
  
Contractor must state the name of the lamp he is using.
3. ER Incandescent (where applicable);
4. PL (Parallel Lamps), where applicable;
5. LED Lighting (Replace with equal substitutions requires County Approval)
6. Exit Light Batteries (except radioactive isotope);
7. HID (High Intensity Discharge Lamps) including:
  - a. HPS (High Pressure Sodium)
  - b. MH (Metal Halide)
  - c. MV (Mercury Vapor)
8. Fixtures are not to be retrofitted without the written consent of the County Project Manager.
9. Electronic Ballasts being replaced and the fixtures that have T-8 lamps shall be replaced with Osram Sylvania Quicktronic Professional 32T8 and 28T8 Pro Start PSX Universal Electronic dual voltage 120/277 volts used for one (1) lamp or two (2) lamp usage only, 3 Lamp and 4-Lamp ballast shall not be used. All ballast shall have a five (5) year warranty.
10. All other Electronic Ballasts shall be shall be Advance EBT, Universal Lighting Technologies Acustart or Magnatech and shall have a five (5) year warranty. (All ballast substitutes must be approved in writing by the Contract Manager or his authorized designee prior to use.)

11. Diffusers (Lens) shall be replaced with the same make and model or an approved equal;
  12. Task lights in office cubicles;
  13. Emergency lights throughout the facilities including stairwells, parking lot/underground parking lot;
  14. Battery packs for emergency lights (excluding battery lock-up systems);
  15. Exit signs, pole lights, street lights, plaza lights, pilaster lights, landscape lights, elevator lights photocells, sensors and bollard lights.
- B. All materials shall be new, high grade (commercial grade), free from defects, suitable for the specific purpose intended, and subject to the review and approval of the Contract Manager or his authorized designee.
- C. All lamps and bulbs shall have the manufacturer's date code imprinted on each lamp and bulb.
- D. All lamps and bulbs used in performance of this work shall be date coded within one year of the date of installation.

#### IV. MATERIALS INVENTORY

Contractor shall:

1. Maintain in warehouse stock, a reasonable supply of lamps, ballasts and diffusers in order to conduct normal replacement throughout the facilities covered by this Contract;
2. Maintain a reasonable supply/acquisition system which will provide all the necessary lamps, ballasts, diffusers and parts either immediately or with minimal delay. Delay in obtaining materials is unacceptable and shall be considered non-performance.
3. Maintain adequate inventory of the lamps, ballasts, diffusers and parts used in performance of this work on each service truck/vehicle so as to minimize any delays in providing replacement/repair services;
4. Provide necessary equipment (i.e., ladders, ladder trucks, aerial lifts, portable lifts and scaffolding, etc.) required to perform the work specified in this Contract which shall include those tools and equipment required for replacing and repairing interior and exterior lighting regardless of the height;
5. Furnish, install and maintain all warning devices, i.e., barricades, cones, etc. required to adequately protect the public, County staff and other workers during the performance of the work;
6. Provide all storage space needed for performance of this work in an off-site location. County facilities shall not be used for the storage of any materials, tools, or equipment to perform this work.

#### V. (ROUTINE) SCHEDULED SERVICE:

Contractor shall:

1. Provide the Project Manager, Building Coordinator or authorized designee with a schedule for performing lighting service and inspections within five (5) working days after the effective date of this Contract.

Schedule shall include:

- a. Facility Name
- b. Facility Location
- c. Day, Date and Time, services are to be performed for the interior and exterior (See Section XV for frequency)
- d. Day, Date and Time to Test Night Lights (See Section XV for Frequency)

Once submitted, follow the schedule for performance of all work. Notify the Project Manager or authorized designee of any deviations from the schedule within five (5) working days.

2. Contact Building Coordinator or authorized designee upon arrival at the site on the scheduled day, to review any work that has been identified by County staff.
3. Conduct an inspection, per schedule (See Section XV for Frequency), of all inside fixtures for each facility listed in this Contract;
4. Conduct an inspection of all the exterior night lights (See Section XV for Frequency) which includes the outside attached fixtures, parking lot and pole lights, street lights, plaza pole lights, pilaster lights, bollards, emergency lights, landscape lights and exit lights. All outside lights shall be tested by turning off the sensor, photocell or after dark;
5. Replace and/or repair all burned out lamps and malfunctioning lamps (including weak or flickering lamps), ballasts, emergency light batteries, emergency lights, interior elevator car lamps, landscape lights, parking lot and pole lamps, street pole lights, plaza pole lights, pilaster lights, bollard lights, sensors, photo cells, exit signs and damaged diffusers at the time of the service/inspection;
6. Replace all defective ballasts with the specified electronic ballasts at the time of the service/inspection;
7. Replace all cracked, missing, stained (including yellowed) and damaged diffusers at the time of the service/ inspection. (Where diffusers must be specialty cut and/or ordered, immediately contact the County Project Manager or authorized designee to establish a time schedule to complete this work);
8. Submit a completion of service report to the Building Coordinator and County Project Manager or authorized designee, which describes the work performed.
9. Coordinate testing of any lights on the County Energy Management System through OC Public Works, Facilities Operation 1143 East Fruit Street, Santa Ana.

## VI. EMERGENCY SERVICE:

### Contractor shall:

1. Provide same day service for all calls received by 11:00 a.m.;
2. For all calls after 11:00 a.m., provide next day service by 9:00 a.m.;
3. Accept emergency service requests only from the Building Coordinator, County Project Manager or authorized designee.
4. Perform lamp, ballast, exit lights, exterior lights, pole lights, battery pack, and/or diffuser replacement as requested in the service call.

## VII. ADDITIONAL SERVICES

### Contractor shall:

1. Reset all lighting system controls, other than those included under the County's Energy Management Control System, at the two (2) annual time changes and as requested by County Project Manager or authorized designee; or at the request of the Building Coordinator or authorized designee to accommodate changes on work hours or other needs;
2. Reset all designated wall clocks and time clocks at the two (2) annual time changes;
3. Diagnose/repair lighting system; AND be responsible for the interior cleaning (REPLACEMENT IF NEEDED) of light fixtures, diffusers, including lamps, ballast and wiring in case of water damage. The Contractor shall charge for these services according to the hourly rate in Attachment B, Section II, Fee and Charges, Item B. Repairs (Additional Services).

## VIII. SECURITY REQUIREMENTS FOR PROBATION FACILITIES

### A. Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility.

Contractor shall prepare and submit an information form to County's Probation Department (*See Exhibit 1 - Orange County Probation - Vendor Clearance*) for all persons who will be working or who will need access to the facilities. These information forms shall be submitted at least five (5) County working days prior to the start of work on the Contract or prior to the use of any person subsequent to Contractor's start of work.

These information forms will be provided by County's Probation Department upon request and will be screened by County's Probation Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from Probation. Neither County nor the Probation Department needs to give a reason if

clearance is denied. Background appointments are to be set-up three (3) weeks in advance before starting work.

B. Performance Requirements:

1. All Contractor vehicles parked on site shall be locked and thoroughly secured at all times. Contractor is responsible for parking fees (if any).
2. All tools and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities.
3. All materials, large or small, (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses.
4. All work areas shall be secured prior to the end of each work period.
5. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

C. Contractor's employees shall:

1. Not give names or addresses to inmates;
2. Not receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
3. Not disclose the identity of any inmate to anyone outside the facility;
4. Not give any materials to inmates; or
5. Not receive any materials from inmates (including materials to be passed to another individual or inmate).
6. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk.
7. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
8. Restrict all activities to the immediate work site and adjacent assigned areas.
9. Remain with the assigned escort at all times, unless otherwise directed by the on-site coordinator.
10. Not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility.

11. Transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Failure to comply with the above requirements is a criminal act and can result in prosecution.

D. Contractor's personnel shall:

1. Comply with the written schedule provided by County which shall clearly show the specific start and end times for each work day.
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time.
3. Report to the Control desk and sign-in log, name, date and time upon arrival at the job site.
4. Report to the control desk and sign-out, name, and time when leaving the facility.
5. Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or County's Contract Coordinator or his authorized designee should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

## IX. GENERAL REQUIREMENTS

- A. Notify the Building Coordinator or authorized designee when repairs cannot be completed on the day service is initiated. Provide the Building Coordinator or authorized designee with a day, date and time when repairs will be completed;
- B. Lamping patterns for all fluorescent and incandescent lamps (including such characteristics as lamp size) shall be as specified by County Project Manager;

Example: A few areas may require warm-white rather than cool-white lamps, but all replacements shall follow the specified pattern;

Any improper lamping pattern existing at the beginning of this Contract shall be corrected as part of the Scheduled services;

- C. Contractor shall support the County's Energy Conservation Policy. All requests for deviations from established lamping patterns shall be directed to the County Project Manager or authorized designee;

Changes shall only be implemented after approval of the County Project Manager or his authorized designee;

- D. Contractor shall conduct tests on the lighting levels, upon request, to assure standard lighting levels are provided;
- E. All incandescent and fluorescent lights and fixtures inside of the building; all lamps and fixtures connected to the outside of the building; those exterior lights illuminating walkways, stairs, and ramps; all pole lights; street lights, bollards, sensors, photo cells, illuminated signs (if applicable); task lights; emergency signs; emergency light battery

- packs; ballasts, diffusers and interior elevator car lighting shall be included in the work under this Contract;
- F. All removed lamps and other materials shall be taken from each site by the end of each working day. Neither new nor used materials shall be stored on site;
- G. All lamps and other materials that are replaced shall be properly disposed off-site by the Contractor in accordance with all environmental requirements. County dumpsters shall not be used for this purpose;
- H. County will issue keys and/or card access for all buildings as are deemed necessary. Contractor shall be accountable for all keys and/or cards issued, and shall return them at the completion of this Contract or shall pay all costs associated with the re-keying of all facilities due to the loss of any keys. Keys shall not be duplicated;
- I. Contractor shall keep all doors locked during after-hours work. Keys shall not be left in doors;
- J. Contractor shall not admit any person into the buildings and grounds on which this Contract is being performed who is not an active employee of the Contractor;
- K. Protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.
- L. Do not disturb any papers on desks, open drawers or cabinets; use any County equipment or materials, which include but are not limited to telephones (except under true emergency conditions), computers, copiers or radios.
- M. Upon leaving the building, Contractor shall turn off all lights turned on by Contractor (except designated emergency lights), lock and securely close all doors and windows;
- N. All work under this Contract will be inspected by the Building Coordinator or County Project Manager or authorized designee. If, or when, the Contract work is incomplete and/or unsatisfactory, the County may perform the necessary service to bring the area into conformance with the terms and conditions of this Contract for which the Contractor may be charged for the cost of all such work. All fixtures with T8's lamps must be replaced with the lamp that the contractor bid on.
- O. Contractor shall be held responsible for the replacement of the T8 lamps mentioned in Section III. - Materials.

#### **X. GENERAL CONTRACT REQUIREMENTS**

- A. Provide direct office support and dispatch between 7:30 a.m. and 5:00 p.m. Provide and maintain a telephone answering system after normal working hours capable of dispatching service twenty-four (24) hours, seven (7) days per week; within four (4) hours after receiving a service request;
- B. Provide personnel fully trained and experienced in lamp and ballast replacement and minor electrical alterations;

Amendment  
No. 3 –  
Removed  
requirement



~~C. Shall confirm all lamp and type counts within 30 days of award of contract.~~

- D. Perform all work in accordance with generally accepted industry practice for safe and efficient operation;
- E. Provide warranty on all labor and materials used in the work for a period of ninety (90) days (or in accordance with manufacturer's warranty if longer) after completion or repairs;
- F. Identify and advise the County Project Manager or authorized designee of any additional maintenance or repair work that may be required to maintain the efficient lighting of the facility;

## **XI. GENERAL CONDITIONS**

- A. Contractor shall hold a valid C-10 (electrical, general) license issued by the California State Contractor's License Board at the time the bid is submitted and throughout the full term of this Contract;
- B. Contractor shall abide by all of the security requirements set forth by certain agencies occupying certain County facilities. Personnel who will be engaged in work under this Contract may be required to pass such security requirements. Only those employees who have passed this security screening will be allowed to perform the work in these facilities; (Per Sections VIII and IX).
- C. Workers shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive ONLY to the request of the Building Coordinator, County Project Manager or authorized designee unless otherwise directed. Exception: the specific request involves public safety or security;
- D. All work shall be subject to the inspection and approval of the County either by the Building Coordinator or County Project Manager or authorized designee prior to acceptance and approval for payment;
- E. The County reserves the right to use alternate sources for completion of the work, obtain competitive bids on any repair, and utilize the data provided under this Contract relative to necessary materials and repairs;
- F. All work shall be performed in strict accordance with:
  - 1. California Administrative Code (O.S.H.A.);
  - 2. California Codes for Industrial Safety;
  - 3. National Electrical Code;
  - 4. All Other Applicable Codes.

## **XII. MONTHLY/HOURLY RATES AND MATERIAL COST**

Contractor shall charge monthly and hourly rates as follows: all costs for the work to include direct and indirect labor charges (in accordance with the established general prevailing wage rate

requirements), truck, all necessary equipment, tools, overhead travel, depreciation, other expenses and all profit.

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.

Materials purchased by the Contractor for repair of the equipment will be charged the ACTUAL COST. Contractor agrees pay for all freight charges and any equipment used to move the material.

### XIII. ASBESTOS

- A. Asbestos containing materials have been found to exist in certain parts of County facilities. Reports for the type and location of these materials will be made available to the Contractor upon request. Contractor shall advise all of its personnel and all sub-contractors of the presence of asbestos containing materials and make copies of the report available for their use.
- B. Based upon the nature of this project it is not anticipated these materials will have a significant impact upon this work. If changes in the work occur that make contact with and disturbance of these materials possible or if asbestos containing materials are encountered at any time during the project, the Contractor shall immediately stop that portion of the work and contact the County Project Manager for further instructions.

### XIV. COORDINATION, SERVICE FREQUENCY AND LAMP COUNTS

#### 1. Civic, County Operations (COC) and Data Centers

Hall of Administration, 333 Santa Boulevard, Santa Ana  
(Weekly services – Interior and Exterior)  
Building Coordinators, Richard Herrera 714-834-5214

##### Lamp Count

F32T8	5,019
HID	79
INC	9
Halogen	794
Inc	9
Compact/Florescence	90
Misc. Fluorescents	121
F017/741ECOTA	42
CF13DT/E/841	36

~~Hall of Records and Finance, 630 Broadway and 625 Ross Street, Santa Ana  
(Weekly services – Interior and Exterior)~~

~~Hall of Records~~

~~Clerk Recorder, Renee Ramirez, 714 834 3698 and Paul Lanning, 714 834 2096  
Auditor Controller, and Alice Sinclair, 714 834 2456~~

~~Hall of Finance~~

~~Treasurer/Tax Collector – Colleen Avila 714 834 3698~~

##### Lamp Count

<del>F32T8</del>	<del>9,226</del>
<del>Misc. Fluorescents</del>	<del>125</del>
<del>HID</del>	<del>13</del>
<del>INC</del>	<del>5</del>

Amendment  
No. 3 –  
Removed  
locations

~~Halogens 6~~

~~Public Defender, 645 Ross Street, Santa Ana~~

~~(Bi-Weekly services– Interior and Exterior)~~

~~Building Coordinator Lynn Grover, 714-834-4728~~

~~(Check in with the reception desk for any burned out lights)~~

~~Lamp Count~~

~~F32T8 1,722~~

~~INC 5~~

~~F17T8 126~~

~~Halogens 6~~

OC Public Works/OC Fleet Maintenance, 445 Civic Center Drive, Santa Ana

**(Bi-Weekly services– Interior and Exterior)**

Building Coordinator Juan Ochoa, 714-834-2140

Lamp Count (OC Fleet Maintenance)

~~F32T8 672~~

~~Misc. Fluorescents 7~~

~~INC 16~~

~~HID 3~~

~~T5 132~~

Type B – 4' LED 264

Type B – 2' LED 124

Type B – 8' LED 2

UFO100 - LED 3

Law Library, 515 North Flower, Santa Ana

**(Bi-Weekly services– Interior and Exterior)**

Building Coordinator, Kelsey Chrisley 714-834-4375

Lamp Count

F40T12 204

F20T12 4

F6T5 9

F4T5 1

LU70 1

MH50/U 4

MH250U 8

Misc. Incandescent Floor A-6

Level 1, Level 3 and Level A

F32T8/841 /XPS 10,102

F32T8/841/U Lamp 130

CFT42/4 Pin 27

F54T5/HO 10

District Attorney, 300 North Flower, Santa Ana

**(Weekly services– Interior and Exterior)**

Lamp Count

FT32T8 5,762

F6T5 342

PLS 9W 182

PLS 13W 942

PLC 26W 4

Amendment  
No. 3 –  
Updated  
locations

R20	18
MH50/U	10
MN70/U	9
MH175U	12
Misc Incandescent	57

District Attorney /Sheriffs Forensic, Breezeway, Sconce Lights  
**(Weekly services– Interior and Exterior)**  
300/320 North Flower Street, Santa Ana

Lamp Count

300 PAR56 FL	14
MVR175U	14
HQ170W WDL	14

Old Historic Courthouse, 211 Santa Ana Boulevard, Santa Ana  
**(Weekly services– Interior and Exterior)**  
Building Coordinator Justin Sikora, 714-973-6619

Lamp Count

F28T	230
F32T	10
F17T	14
HID	182
INC	5
Compact Fluorescents	2
Misc Fluorescents	20

Auditor Controller, 1770 North Broadway, Santa Ana  
**(Weekly services– Interior and Exterior)**  
Building Coordinator Alice Sinclair, 714-834-2456

Lamp Count

Type B – 4' LED	1667
Type B – 2' LED	11

Type B – 3' LED	58
LED A19 Non D	8
Type B U-Bulbs	60
50W Corn Lamp	29
100W Canopy	66
250W LED Shoe Box	4

~~OC Public Works/Headquarters, 300 North Flower, Santa Ana~~  
~~**(Weekly services– Interior and Exterior)**~~  
~~Building Coordinator, Debbie Doerr, 714-667-9683~~

~~Lamp Count~~

<del>FT32T8</del>	<del>5,762</del>
<del>F6T5</del>	<del>342</del>
<del>PLS 9W</del>	<del>182</del>
<del>PLS 13W</del>	<del>942</del>
<del>PLC 26W</del>	<del>4</del>
<del>R20</del>	<del>18</del>
<del>MH50/U</del>	<del>10</del>
<del>MN70/U</del>	<del>9</del>

~~MH175U 12~~  
~~Misc Incandescent 57~~

~~OC Public Works Headquarters/Sheriffs Forensic, Breezeway, Seonice Lights~~  
~~(Weekly services– Interior and Exterior)~~

~~300/320 North Flower Street, Santa Ana~~

~~Lamp Count~~

~~300 PAR56 FL 14~~  
~~MVR175U 14~~  
~~HQ170W WDL 14~~

Old Historic Courthouse, 211 Santa Ana Boulevard, Santa Ana  
(Weekly services– Interior and Exterior)

Building Coordinator Justin Sikora, 714-973-6619

Lamp Count

F28T	230
F32T	10
F17T	14
HID	182
INC	5
Compact Fluorescents	2
Misc Fluorescents	20

Fleet Maintenance Shop #2, 2023 Collins Street, Orange

(Bi-Weekly services– Interior and Exterior)

Building Coordinator, Henry Sanchez, 714-955-0180

Lamp Count

MH250	33
FT32T8	699
CFL42/4PIN	44

County Operations Center (COC), Buildings A, B & C,

1300 South Grand Avenue, Santa Ana

(Weekly services – Interior and Exterior)

Building Coordinators, COC, Buildings A, B, & C:

Building-A - Records Center, Ray Conception, 714-834-6818

Building-A - Publishing Services, Manny Apodaca, 714-567-7446

Building-A - CEO/Central Procurement Office, Neil Jensen, 714-567-7341

Building-B - OC Community Services, Gloria Perez, 714-567-5121

Building-C - Public Administrator/Public Guardian, Abe Buelna, 714-567-7661

Building-C - Registrar of Voters, David Goulding, 714-567-7934

Building A

Lamp Count

FT28	2500
FT17	112
MH250	2
MH100	2

Building B

Lamp Count

T28	3345
T17	126
T248	132

MH100	2
CFL	8
Building C	
<u>Lamp Count</u>	
T17	210
T32	3595
MH250	15
Parking Lot Lamp Count	
MH400	8
MH350	14

Data Center 1400 South Grand Avenue, Santa Ana

**(Weekly services– Interior and Exterior)**

Building Coordinator, Mel Maraj, 714-834-7142

Lamp Count

FT32	1,834
Compact Fluorescents	84
Misc Fluorescents	85
HID	48
INC	13

2. **Plaza, Parking Lots/Structures**

**(Bi-Weekly services– Interior and Exterior)**

Amendment  
No. 2 –  
Removed  
location

~~Hall of Administration Parking Lot, 601 Ross Street, Santa Ana~~

~~Lamp Count~~

~~MH175 24~~

OC Public Works/OC Fleet Parking Structure, 445 Civic Center Drive, Santa Ana

**(Bi-Weekly services– Interior and Exterior)**

Lamp Count

F32T8	45
HID	172
Misc. Fluorescents	112

Civic Center Underground Parking Lot, 510 Flower Street, Santa Ana

Lamp Count

T12	72
T8	26

Appellate Court Parking Structure, 19 Civic Center Santa Ana

Lamp Count

CFL42/4PIN	20
MH150	15
MH250	18
EXITS	9
FT32T8	184
CF13DT/E/841	6
RAB FIXTURES	2

Hutton Towers Parking Structure, 1002 Santa Ana Blvd., Santa Ana

Lamp Count

LU150	249
LU250	12
F6T5	9
F32T8	52
Traffic Signal	10
PLC 13 W	24
PAR 20	12

Stadium Parking Structure, 1020 Civic Center Drive, Santa Ana

Lamp Count

HID	764
Compact Fluorescents	72
Halogen Fluorescents	16
Misc. Fluorescents	58
Inc	10

Courthouse Parking Structure, 690 Civic Center Drive, Santa Ana

Lamp Count

F32T8	10
HID	182
Compact Fluorescents	2
Misc Fluorescents	20
Inc	5

Manchester Office Building Parking Structures, 313 & 343 City Drive, Orange

Lamp Count

Manchester Office Building Parking Structure, North, 343 City Drive

LU150	270
LU250	13
F6T5	32
F40T12	30

***Pole lights next to the parking lot structure and bollards in-between the two parking structures 343 & 313 City Dr. Orange***

Pole Lights

Lamp Count

LU250/U	24
LUL50/55	6
Bollards LU70/Med	8

Manchester Office Building Parking Structure, South, 313 City Drive

Lamp Count

LU150	270
LU250	32
F6T5	32
F40T12	24

MOB/Juvenile Hall Plaza

301/341 City Drive Orange

***Street pole lights and plaza lights next to Lamoreaux Justice Center, MOB and in the MOB/Juvenile Hall Plaza***

HPS LU 150	28
Bollards LU70	4

Berkeley Triangle Parking Lot  
Lamp Count  
400HPS 13

West Civic Center Parking lot #2, 8141 13th Street, Westminster  
Lamp Count  
MH250 4

3. **Probation and Courts**  
**(Weekly Services– Interior and Exterior EXCEPT Joplin Youth Center)**

Probation Headquarters/Sheriffs Sub Station/Community Courts,  
909 Main Street, Santa Ana  
Building Coordinator, Cindy Boggs, 714-569-2273

*Note: The Community Courtroom has special time constraints and servicing requirements. Generally, the courtrooms and judges chambers can be serviced before 8:00 a.m., sometimes during lunch hour from 12 noon to 1:00 p.m. and usually after 5:00 p.m.*

<u>Lamp Count</u>	
F32T8	1,606
F96T12CW	26
F40T12CW	38
LU250/U	12
Compact FL	152
MVR400U	25
90PAR38/FL	34
LU400	4
F17T8SP41	3
100A19	15
PL7	15
LU100	12
F40T12/U6	18

Manchester Office Building (MOB), 301 City Drive, Orange

<u>Lamp Count</u>	
F32T8	4,505
Compact FL	86
F17T8	70
LU400	6
F20T12CW	6
F30T12CW	6
F25T8SP41	4

Juvenile Hall, 331 City Drive, Orange and  
Building Coordinator, Phil Padilla, 714-935-8276  
*Provide weekly routine service on Saturdays for the Juvenile Hall (If needed).*

*There may be numerous delays during the maintenance and inspections of the Juvenile Hall and Youth Leadership Academy*



Lamp Count

CF18DD/841	230
F28T8	1,948
5CFL	246
26CFL	262
F32T8	6,593
PL5/841	284
F25T8/841	84
CFC-1383	64
PL7DS/841	18
4' T8 Tube Guards	82
F32T8/841/U6	188
F17T8/SPX41	48
MH100	10
MVR400/U	382
90PAR38FL	6
MVR250/U	44
100A19	454
40W INC	140
MVR175/U	55
MH1000/U	4
MR16/50FL	6
25W INC	76
LU150	28
F96T12CW/HO	32
LU400	5

Youth Leadership Academy (YLA), 3155 West Justice Way, Orange  
Building Coordinator, Bryan Johnson, 714-920-0598

***Provide weekly routine service on Saturdays for the Youth leadership Academy (If needed).***

Lamp Count

MVR400/U	35
F32T8	208
F28T8	83
MVR250/U	80
PL26/W	26

Superior Court Annex Trailer

Lamp Count

F28T	488
MH100	6

Youth Guidance Center, 3030 Hesperian Road, Santa Ana

**(Weekly services - Exterior - Interior)**

Building Coordinator, Terry Johnson, 714-836-2709

***Provide weekly routine service on Saturdays for the Youth Guidance Center. (If needed)***

***There may be numerous delays during the maintenance and inspections of the Youth Guidance Center.***

Lamp Count

F28T8	1,299
26CFL	155

5CFL	91
LU250/U	12
Compact FL	152
MVR400U	25
90PAR38/FL	34
LU400	4
F17T8S	3
100A19	15
PL7	15
LU100	12

Joplin Youth Center, 1980 Rose Canyon Drive, Trabuco Canyon

**(Bi-Weekly– Interior and Exterior)**

Building Coordinator, Orchid Vakilian, 949-635-2613

*There may be numerous delays during the maintenance and inspections of the Joplin Youth Center*

Lamp Count

F28-T8's	906
26 CFL	14
Exterior - MH250	92

4. **OC Public Works/Operations and Maintenance (OCPW/O & M) Complex**

2245/2301 Glassell Street and 222 East Bristol Lane, Orange

**(Weekly Services– Interior and Exterior)**

Building Coordinator, Chris Lechmann

OC Watershed Lab, 2245 Glassell

Lamp Count

F2T8	492
F17T8	40
4' Tube Guards	202
MH250	27
PAR38	3

OCPW/O & M, Headquarters, 2301 Glassell

Lamp Count

F28T8	1,653
F17T8	192
13WCFL	2
MH250	22
MH100	2
PAR38	4
PAR30	21

Agriculture Commissioner & Warehouse, 222 Bristol Lane, Orange

Lamp Count

F28T8	806
LU150	2
MH150	20
PAR 38	4
F96T12	190

5. **South County Facilities**

**(Monthly Services– Interior and Exterior)**

County Facility at Laguna Niguel 30143 Crown Valley Parkway, Laguna Niguel  
(Note: This service will change to Bi-Weekly Exterior Service and Interior Service when building is occupied)

Lamp Count

F32TS	3,010
MH150	18
PAR38	4
MH100	6

OC Public Works/OC Fleet Maintenance Shop #5,  
30102 Pacific Island Drive, Laguna Niguel

Lamp Count

LU150	16
F96T12CW/HO	42
F40T12CW	66
LU400	10
LU250	3

Upper Newport Bay Nature Center, 2301 University Drive, Newport Beach

Lamp Count

HID	7
Halogen	138
Compact FL	136
Misc. FL	15
F32T8S	48
INC	54

Surf Side (PCH) Bridge, 34680 Pacific Coast Highway, Dana Point  
F32T8 20

**6. Health Care Agency  
(Weekly Services– Interior and Exterior)**

HCA/Epidemiology, 1719 W. 17<sup>th</sup> Street, Santa Ana  
Building Coordinator, Annette Banuelos, 714-834-8064

Lamp Count

T8FL	0
T12FL	38

INCANDESCENT	0
TASK LIGHT	40
HID	0

HCA/Clinic, 1725 W. 17<sup>th</sup> Street, Santa Ana  
Building Coordinator, Stephanie Garcia, 714-834-7856

Lamp Count

T8FL	1,029
T12FL	0
INCANDESCENT	28
TASK LIGHT	519
HID	109
Parking Lot	33

HCA/Laboratory, 1729 W. 17<sup>th</sup> Street, Santa Ana  
Building Coordinator, Jeannette Salvador, 714-834-8279

Lamp Count

Amendment  
No. 4 – added  
work at HCA  
Locations

T8FL	660
T12FL	34
INCANDESCENT	21
TASK LIGHT	121
HID	11

Amendment No.  
1 – Replace  
Attachment B

**ATTACHMENT B**  
**CONTRACTOR'S PRICING**

~~I. **COMPENSATION:** This firm fixed price Contract between County and Contractor for Lighting Maintenance and Repair 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 remuneration for performing all services and furnishing all staffing, shipping/freight, labor 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 below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of the fixed prices specified herein unless authorized by amendment in accordance with Paragraphs 28 and 43 of County Contract Terms and Conditions.~~

~~II. **FEES AND CHARGES:**~~

~~A. **MONTHLY CHARGE**~~

~~[Per Attachment A, Section V, "Routine (Scheduled) Replacement"; Section VI, "Emergency Services"; and Section VII, "Additional Services," items 1 & 2]:~~

~~1. **Civic, County Operations (COC) and Data Centers**~~

~~Hall of Administration \$ 710.40/mo~~

~~Hall of Records and Finance \$ 836.20/mo~~

~~Public Defender \$ 277.50/mo~~

~~OC Public Works/OC Fleet Maintenance \$ 499.50/mo~~

~~Law Library \$ 358.16/mo~~

~~OC Public Works/Headquarters and~~

~~OC Public Works & Sheriffs Forensic Breezeway Sconce Lights \$ 1,117.40/mo~~

~~Old Historic Courthouse \$ 370.00/mo~~

~~Fleet Maintenance Shop #2 including Parking Lot Lights \$ 296.00/mo~~

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COC Building A	\$ 1,234.88/mo
COC Building B	\$ 1,162.73/mo
COC Building C	\$ 1,517.00/mo
COC Parking Lot Lights	\$ 434.94/mo
OC Data Center including Parking Lot Lights	\$ 545.75/mo
<b>TOTAL</b>	<b>\$ 9,360.46/MO</b>
Hall of Administration Parking Lot	\$ 555.00/mo
OC Public Works/OC Fleet Parking Structure (445 Civic Center Drive)	\$ 888.00/mo
Civic Center Underground Parking Lot	\$ 555.00/mo
Appellate Court Parking Structure	\$ 925.00/mo
Hutton Towers Parking Structure	\$ 1,603.30/mo
Stadium Parking Structure	\$ 2,109.00/mo
Courthouse Parking Structure	\$ 1,603.30/mo
Manchester Office Building (MOB) (2) Parking Structures	\$ 2,059.61/mo
MOB, Juvenile Hall Plaza/City Drive/Dawn Way	\$ 925.00/mo
Berkeley Triangle Parking Lot	\$ 555.00/mo
West Civic Center Parking Lot #2	\$ 555.00/mo
<b>TOTAL</b>	<b>\$ 12,333.21/MO</b>

**2. Probation & Courts**

Probation/Headquarters including both Parking Lot Lights	\$ 2,035.00/mo
Community Courts Adjacent to Probation Headquarters	\$ 138.75/mo
Manchester Office Building	\$ 2,710.25/mo
Juvenile Hall and Youth Leadership Academy	\$ 6,771.00/mo
Superior Court Annex Trailer	\$ 231.25/mo
Youth Guidance Center	\$ 2,035.00/mo
Joplin	\$ 277.50/mo

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**TOTAL** \$ 14,198.75/MO

**3. OC Public Works/Operations & Maintenance (OCPW/O & M) Complex**

Watershed Lab & Warehouse (2245 Glassell) —  
Including Parking Lot Lights \$ 1,350.50/mo

O & M Headquarters (2301 Glassell) — Including Parking Lot Lights \$ 1,572.50/mo

Agriculture Commissioner/Warehouse (Bristol Lane) — including  
Parking Lot Lights \$ 1,295.00/mo

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**TOTAL** \$ 4,218.00/MO

**4. South County Facilities**

The County Facility at Laguna Niguel  
Exterior Lights and Interior \$ 1,156.25/mo

Fleet Maintenance Shop #5 (Laguna Niguel) \$ 416.25/mo

Upper Newport Bay Nature Center (Newport Beach) \$ 222.00/mo

Surf Side PCH Bridge (Dana Point) \$ 185.00/mo

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**TOTAL** \$ 1,979.50/MO

**B. REPAIRS-SPECIAL SERVICE**

(Per Attachment A, Section VII, "Additional Services", Item 3):

**1.** Fixture Cleaner \$ 35.00/hr

**2.** Lighting Serviceman/Technician \$ 50.00/hr

**3.** Journeyman Electrician \$ 80.00/hr

**4.** Ladder Truck to 50 Feet \$ 90.00/hr

**5.** Crane Truck \$ 110.00/hr

**Note:**

~~The hourly and monthly rates shall include: all costs for the work to include direct and indirect labor charges (in accordance with the established general prevailing wage rate requirements), truck, all necessary equipment, tools, overhead travel, depreciation, other expenses and all profit.~~

~~Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.~~

~~Parts purchased by the Contractor for repair of the equipment will be charged the ACTUAL COST. Contractor agrees pay for all freight charges and any equipment used to move the material. Contractor is to provide with his invoice a copy of the supplier's invoice for any part costing \$50.00 or more.~~

~~C. TOTAL ANNUAL CONTRACT AMOUNT SHALL NOT EXCEED: .....\$ 509,459.04~~

~~D. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: .....\$ 2,547,295.20~~

~~III. PRICE INCREASES/DECREASES: No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to County. County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, 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 Contractor's profit will not be allowed.~~

~~IV. 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 County during the term of this Contract not otherwise specified and provided for within this Contract.~~

~~V. 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.~~

~~VI. PAYMENT TERMS: Invoices are to be submitted in arrears, after services have been received. Payment will be net 30 days after receipt of an invoice in a format stated below. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. IN ORDER TO RECEIVE PAYMENT FOR THE MONTHLY REPLACEMENT SERVICE, THE INVOICES MUST HAVE A COPY OF THE SERVICE ORDER REPORTS ATTACHED FOR EACH WEEKLY OR BY WEEKLY SERVICE, WHICH INCLUDES THE TESTING OF THE INTERIOR & EXTERIOR LIGHTS, AT EACH FACILITY AND SIGNED BY THE FACILITY CONTACT.~~

~~Billing shall cover goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods not provided, or when goods do not meet the Contract requirements.~~

~~Payments made by County shall not preclude the right of County from thereafter disputing any items involved or billed under this Contract and shall not be construed as acceptance of any part of the goods.~~

~~VII. INVOICING INSTRUCTIONS: Contractor will provide an invoice on Contractor's letterhead. Each invoice will have a unique number and will include the following information:~~

- ~~A. Contractor's name and address~~
- ~~B. Contractor's remittance address, if different from (A), above~~
- ~~C. Name of County agency/department~~
- ~~D. Delivery/service address~~
- ~~E. Contract number~~
- ~~F. Service Date~~
- ~~G. Description of Services~~
- ~~H. Total~~
- ~~I. Taxpayer ID number~~

~~Invoices and support documentation are to be forwarded to:~~

~~OC Public Works/OC Facilities Operations  
Attn: Jennifer Carroll  
1143 East Fruit Street  
Santa Ana, Ca 92701-4204~~

**ATTACHMENT B**  
**CONTRACTOR'S PRICING**

Amendment  
No. 1 –  
Replaced  
Attachment B

**VIII. COMPENSATION:** This firm fixed price Contract between County and Contractor for Lighting Maintenance and Repair 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 remuneration for performing all services and furnishing all staffing, shipping/freight, labor 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 below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed prices specified herein unless authorized by amendment in accordance with Paragraphs 28 and 43 of County Contract Terms and Conditions.**

**IX. FEES AND CHARGES:**

**A. MONTHLY CHARGE**

[Per Attachment A, Section V, "Routine (Scheduled) Replacement"; Section VI, "Emergency Services"; and Section VII, "Additional Services," items 1 & 2]:

**1. Civic, County Operations (COC) and Data Centers**

Amendment  
No. 2 –  
Removed  
location

Hall of Administration	\$ 710.40/mo
<del>Hall of Records and Finance</del>	<del>\$ 836.20/mo</del>
Public Defender	\$ 277.50/mo
OC Public Works/OC Fleet Maintenance	\$ 235.00/mo
Law Library	\$ 358.16/mo
District Attorney and District Attorney & Sheriffs Forensic Breezeway Sconce Lights	\$1,117.40/month
<del>OC Public Works/Headquarters and OC Public Works &amp; Sheriffs Forensic Breezeway Sconce Lights</del>	<del>\$ 1,117.40/mo</del>
Old Historic Courthouse	\$ 370.00/mo
Auditor Controller	\$425.00/mo

Amendment  
No. 3 – added  
location



Fleet Maintenance Shop #2 - including Parking Lot Lights	\$ 296.00/mo
COC Building A	\$ 1,234.88/mo
COC Building B	\$ 1,162.73/mo
COC Building C	\$ 1,517.00/mo
COC Parking Lot Lights	\$ 434.94/mo
OC Data Center - including Parking Lot Lights	\$ 545.75/mo

Amendment  
No. 3 –  
Updated  
Pricing

<b>TOTAL</b>	<b>\$ 9,360.46/MO</b>
<b>TOTAL</b>	<b>\$ 8,407.26/MO</b>

## 2. Plaza & Parking Lots/Structures

Amendment  
No. 2 –  
Removed  
location

<del>Hall of Administration Parking Lot</del>	<del>\$ 555.00/mo</del>
OC Public Works/OC Fleet Parking Structure (445 Civic Center Drive)	\$ 888.00/mo
Civic Center Underground Parking Lot	\$ 555.00/mo
Appellate Court Parking Structure	\$ 925.00/mo
Hutton Towers Parking Structure	\$ 1,603.30/mo
Stadium Parking Structure	\$ 2,109.00/mo
Courthouse Parking Structure	\$ 1,603.30/mo
Manchester Office Building (MOB) (2) Parking Structures	\$ 2,059.61/mo
MOB, Juvenile Hall Plaza/City Drive/Dawn Way	\$ 925.00/mo
Berkeley Triangle Parking Lot	\$ 555.00/mo
West Civic Center Parking Lot #2	\$ 555.00/mo

<b>TOTAL</b>	<del><b>\$ 12,333.21/MO</b></del>
<b>TOTAL</b>	<b>\$ 11,778.21/MO</b>

Amendment  
No. 3 –  
Updated  
Pricing

## 3. Probation & Courts

Probation/Headquarters - including both Parking Lot Lights	\$ <u>2,035.00/mo</u>
Community Courts - Adjacent to Probation Headquarters	\$ <u>138.75/mo</u>
Manchester Office Building	\$ <u>2,710.25/mo</u>
Juvenile Hall and Youth Leadership Academy	\$ <u>6,771.00/mo</u>
Superior Court Annex Trailer	\$ <u>231.25/mo</u>
Youth Guidance Center	\$ <u>2,035.00/mo</u>
Joplin	\$ <u>277.50/mo</u>
<b>TOTAL</b>	<b>\$ <u>14,198.75/MO</u></b>

**4. OC Public Works/Operations & Maintenance (OCPW/O & M) Complex**

Watershed Lab & Warehouse (2245 Glassell) - Including Parking Lot Lights	\$ <u>1,350.50/mo</u>
O & M Headquarters (2301 Glassell) - Including Parking Lot Lights	\$ <u>1,572.50/mo</u>
Agriculture Commissioner/Warehouse (Bristol Lane) - including Parking Lot Lights	\$ <u>1,295.00/mo</u>
<b>TOTAL</b>	<b>\$ <u>4,218.00/MO</u></b>

**5. South County Facilities**

The County Facility at Laguna Niguel	
Exterior Lights	\$ <u>323.75/mo</u>
Interior Lights	\$ <u>832.50/mo</u>
Fleet Maintenance Shop #5 (Laguna Niguel)	\$ <u>416.25/mo</u>
Upper Newport Bay Nature Center (Newport Beach)	\$ <u>222.00/mo</u>

Surf Side PCH Bridge (Dana Point)	\$ <u>185.00/mo</u>
<b>TOTAL</b>	<b>\$ <u>1,979.50/MO</u></b>

**6. Health Care Agency**

HCA/Epidemiology (1719 W. 17 <sup>th</sup> Street)	<del>\$166.00</del> \$1,200.00/month
HCA/Clinic (1725 W. 17 <sup>th</sup> Street) - Including Parking Lot Lights	<del>\$1,918.00</del> \$2,700.00/month
HCA Laboratory (1729 W. 17 <sup>th</sup> Street)	<del>\$1,152.00</del> \$1,800.00/month

Amendment  
No. 4 –  
Updated  
Added Pricing  
for HCA

Amendment  
No. 5 –  
Updated  
Pricing for  
HCA

<b>TOTAL</b>	<b>\$5,700.00/Month</b>
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**B. REPAIRS -SPECIAL SERVICE**

(Per Attachment A, Section VII, "Additional Services", Item 3):

1. Fixture Cleaner	\$ 35.00/hr
2. Lighting Serviceman/Technician	\$ 50.00/hr
3. Journeyman Electrician	\$ 80.00/hr
4. Ladder Truck to 50 Feet	\$ 90.00/hr
5. Crane Truck	\$ 110.00/hr

**Note:**

*The hourly and monthly rates shall include: all costs for the work to include direct and indirect labor charges (in accordance with the established general prevailing wage rate requirements), truck, all necessary equipment, tools, overhead travel, depreciation, other expenses and all profit.*

*Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.*

*Parts purchased by the Contractor for repair of the equipment will be charged the ACTUAL COST. Contractor agrees pay for all freight charges and any equipment used to move the material. Contractor is to provide with his invoice a copy of the supplier's invoice for any part costing \$50.00 or more.*

~~C. TOTAL ANNUAL CONTRACT AMOUNT SHALL NOT EXCEED: .....\$ 509,459.04~~

~~D. TOTAL CONTRACTAMOUNT SHALL NOT EXCEED: .....\$ 2,547,295.20~~

**C. FEE SCHEDULE:**

1. Total Annual Contract Amount shall not exceed: ..... \$509,459.04

(1st Year: Effective: 5/1/2017 - 4/30/18)

2. Total Annual Contract Amount shall not exceed: ..... \$509,459.04

(2nd Year: Effective: 5/1/2018 - 4/30/19)

3. Total Annual Contract Amount shall not exceed: ..... \$494,521.64

(3rd Year: Effective: 5/1/2019 - 4/30/20)

4. Total Annual Contract Amount shall not exceed: ..... \$486,980.64

(4th Year: Effective: 5/1/2020 - 4/30/21)

Amendment  
No. 3 –  
Updated  
Contract  
Amount

Amendment  
No. 5 –  
increase  
contract  
amount

5. Total Annual Contract Amount shall not exceed: .....\$486,980.64  
 (5th Year: Effective: 5/1/2021 – 4/30/22)

~~D. TOTAL CONTRACT AMOUNT FOR FIVE YEARS NOT TO EXCEED:~~  
 .....\$2,487,  
 401.00

5. Total Annual Contract Amount shall not exceed: .....\$543,980.64  
 (5th Year: Effective: 5/1/2021 - 4/30/22)

E. TOTAL CONTRACT AMOUNT FOR FIVE YEARS NOT TO EXCEED: .....\$2,544,401.00

**II. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to County. County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, 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 Contractor's profit will not be allowed.

**III. 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 County during the term of this Contract not otherwise specified and provided for within this Contract.

**IV. 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.

**V. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been received. Payment will be net 30 days after receipt of an invoice in a format stated below. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. IN ORDER TO RECEIVE PAYMENT FOR THE MONTHLY REPLACEMENT SERVICE, THE INVOICES MUST HAVE A COPY OF THE SERVICE ORDER REPORTS ATTACHED FOR EACH WEEKLY OR BY WEEKLY SERVICE, WHICH INCLUDES THE TESTING OF THE INTERIOR & EXTERIOR LIGHTS, AT EACH FACILITY AND SIGNED BY THE FACILITY CONTACT.

Billing shall cover goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods not provided, or when goods do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items involved or billed under this Contract and shall not be construed as acceptance of any part of the goods.

**VI. INVOICING INSTRUCTIONS:** Contractor will provide an invoice on Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- J. Contractor's name and address
- K. Contractor's remittance address, if different from (A), above
- L. Name of County agency/department
- M. Delivery/service address
- N. Contract number
- O. Service Date
- P. Description of Services
- Q. Total
- R. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Operations  
Attn: Jennifer Carroll  
1143 East Fruit Street  
Santa Ana, Ca 92701-4204