

Contract Summary Form

OC Expediter Requisition #: 1788967

WCC Technologies Group

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from subordinate contract with WCC Technologies Group for Structured Cabling and Installation Services, which details the pricing of \$1.6 million for a term effective upon Board of Supervisors approval through February 28, 2027, renewable for one additional one-year term.

1. **Scope of Contract:** This Subordinate Contract specifies the terms and conditions by which the County, acting through the Sheriff-Coroner, will procure Structured Cabling and Installation Services from the Contractor (hereinafter referred to as “Services”) as more fully detailed in Attachment A, Master Agreement MA-017-21010863-C.
2. **Term of Subordinate Contract:** This Subordinate Contract shall commence upon execution of all necessary signatures by the Parties and continue through and including February 28, 2027, unless otherwise terminated by the County pursuant to the termination provision of the Maser Agreement or renewed by a duly executed written amendment between the Parties according to the Master Agreement.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide the Services in accordance with the terms and condition of the Master Agreement, including its attachments, and at the fixed rates as set forth in Attachment B – Cost/Compensation of the Master Agreement. The total cost of this Subordinate Contract shall not exceed \$1,600,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

Attachment B

Cost/Compensation

I. Contractor Pricing

Contractor hourly pricing shall be based upon 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.

Contractor shall provide all necessary information requested on a Project-by-Project basis. All cables and termination products provided by the Contractor in service of this Contract shall meet or exceed all applicable ANSI/BICSI NI-2019 and ANSI/TIA 568.1.D standards for performance within their respective product types and be "Name Brand" products. Due to the continuing reports in the Cable Industry of non-compliant and counterfeit cables on the market, no 'Off-Shore' cables will be accepted.

- A. The hourly rates shall cover all costs for the work, including 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.
- B. Labor hours shall be charged based on 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. Contractor shall maintain payroll records in accordance with Section 1776 of the California Labor Code. Said records shall be made available upon request by the County as provided for in the Labor Code. Contractor shall be subject to the penalties for violations as provided for in the Labor Code.
- C. Contractor shall pay the general prevailing wage rate for all Projects costing more than \$1,000. (Reference Section 1771 of the California Labor Code, General Prevailing Wages). Projects shall not be split to avoid this requirement.
- D. Premium Hour or Special Hour rates shall not be paid on non-emergency response requests unless specifically authorized in writing by the Agency Project Manager or CEO/OCIT at the time the request for service is initiated.
- E. Minimum Call Charge is applicable only when the actual job cost is below the established minimum. It is not a separate or additional charge.
- F. All material items shall be listed on the invoice for each location.
- G. For items not listed in Attachment B – Cost/Compensation, all copies of the actual receipts shall be attached to the invoice.

II. COMPENSATION

This is a Time and Materials based Contract between the County and the Contractor for Structured Cabling and Installation Services, as specified in Attachment A, Scope of Work.

Contractor agrees to accept the compensation as set forth in this Attachment B as full remuneration for (a) performing all services and furnishing all staffing and materials required, (b) any reasonably unforeseen difficulties which may arise or be encountered in the performance of the services until

acceptance, (c) risks connected with the services, and (d) performance by the Contractor of all its duties and obligations required hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

Contractor shall be responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all "out of pocket" expenses incurred by the Contractor, during the performance of the services under this Contract unless otherwise specified.

III. PRICING-SERVICES

Table I

SERVICE	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Initial Inspection: Develop Scope of Work	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Regular Hours: (Monday thru Friday, 7:00 a.m. - 5:00 p.m.)	Hour	\$80.00	\$80.00	\$80.00	\$88.00	\$88.00	\$96.00	\$96.00
Premium Hours: (Monday thru Friday, 5:01 p.m. - 6:59 a.m.; Saturday 7:00 a.m. - 5:00 p.m.)	Hour	\$111.00	\$111.00	\$111.00	\$111.00	\$111.00	\$111.00	\$111.00
Special Hours: (Saturday 5:01 p.m. - 11:59 p.m.) (Sunday and Holidays)	Hour	\$141.00	\$141.00	\$141.00	\$141.00	\$141.00	\$141.00	\$141.00
Minimum Call Out Charge for Repairs (if applicable)	Call	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Engineering and Design Services	Hourly	N/A	N/A	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00

Table II

MATERIALS	For the Life of the Contract
Mark-Up for Materials	15%
Contractor will provide receipts indicating Contractor cost and corresponding mark-up (See Attachment B Section IV below)	

Table III

CREDITS	For the Life of the Contract
Background Checks	Contractor will credit the County the cost of Background Checks on the appropriate invoice.
Service Now Training & Licensing	Contractor will credit the County the cost of Service Now Training & Licensing on the appropriate invoice. See Attachment A, Scope of Services, Section III.A.1 for more information