

Contract Summary

- This contract does not include subcontractors or pass through to other providers.
- This contract includes the following subcontractors or pass through to other providers.

Contract Operating Expenses

**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 25 and 40 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	\$ <u>384.00</u> /mo
Hall of Records and Finance	\$ <u>452.00</u> /mo
Public Defender	\$ <u>150.00</u> /mo
OC Public Works/OC Fleet Maintenance	\$ <u>270.00</u> /mo
Law Library	\$ <u>193.60</u> /mo
OC Public Works/Headquarters and	
OC Public Works & Sheriffs Forensic Breezeway Sconce Lights	\$ <u>604.00</u> /mo
Old Historic Courthouse	\$ <u>200.00</u> /mo

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Fleet Maintenance Shop #2 - including Parking Lot Lights	\$ <u>160.00</u> /mo
COC Building A	\$ <u>667.50</u> /mo
COC Building B	\$ <u>628.50</u> /mo
COC Building C	\$ <u>440.00</u> /mo
COC Parking Lot Lights	\$ <u>235.10</u> /mo
OC Data Center - including Parking Lot Lights	\$ <u>295.00</u> /mo
TOTAL	\$ <u>4,679.70</u>/MO

2. Plaza & Parking Lots/Structures

Hall of Administration Parking Lot	\$ <u>300.00</u> /mo
OC Public Works/OC Fleet Parking Structure (445 Civic Center Drive)	\$ <u>480.00</u> /mo
Civic Center Underground Parking Lot	\$ <u>300.00</u> /mo
Appellate Court Parking Structure	\$ <u>500.00</u> /mo
Hutton Towers Parking Structure	\$ <u>866.65</u> /mo
Stadium Parking Structure	\$ <u>1,140.00</u> /mo
Courthouse Parking Structure	\$ <u>866.65</u> /mo
Manchester Office Building (MOB) (2) Parking Structures	\$ <u>1,113.30</u> /mo
MOB, Juvenile Hall Plaza/City Drive/Dawn Way	\$ <u>500.00</u> /mo
Berkeley Triangle Parking Lot	\$ <u>300.00</u> /mo
West Civic Center Parking Lot #2	\$ <u>300.00</u> /mo
TOTAL	\$ <u>6,666.60</u>/MO

3. Probation & Courts

Probation/Headquarters - including both Parking Lot Lights	\$ <u>1,100.00</u> /mo
Community Courts - Adjacent to Probation Headquarters	\$ <u>75.00</u> /mo

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Manchester Office Building	\$ <u>1,465.00</u> /mo
Juvenile Hall and Youth Leadership Academy	\$ <u>3,660.00</u> /mo
Superior Court Annex Trailer	\$ <u>125.00</u> /mo
Youth Guidance Center	\$ <u>1,100.00</u> /mo
Joplin	\$ <u>150.00</u> /mo
TOTAL	\$ <u>7,675.00</u>/MO

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

Watershed Lab & Warehouse (2245 Glassell) - Including Parking Lot Lights	\$ <u>730.00</u> /mo
O & M Headquarters (2301 Glassell) - Including Parking Lot Lights	\$ <u>850.00</u> /mo
Agriculture Commissioner/Warehouse (Bristol Lane) - including Parking Lot Lights	\$ <u>700.00</u> /mo
TOTAL	\$ <u>2,280.00</u>/MO

5. **South County Facilities**

The County Facility at Laguna Niguel	
Exterior Lights	\$ <u>175.00</u> /mo
Interior Lights (<i>Service to begin when building is occupied</i>)	\$ <u>450.00</u> /mo
Fleet Maintenance Shop #5 (Laguna Niguel)	\$ <u>225.00</u> /mo
Upper Newport Bay Nature Center (Newport Beach)	\$ <u>240.00</u> /mo
Surf Side PCH Bridge (Dana Point)	\$ <u>100.00</u> /mo
TOTAL	\$ <u>1,190.00</u>MO

B. **REPAIRS -SPECIAL SERVICE**

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

1. Fixture Cleaner	\$ <u>30.00</u> /hr
2. Lighting Serviceman/Technician	\$ <u>45.00</u> /hr
3. Journeyman Electrician	\$ <u>65.00</u> /hr

- 4. Ladder Truck to 50 Feet \$ 75.00/hr
- 5. Crane Truck \$ 115.00/hr
- 6. C-10 License # 843942 Expiration Date: 06/30/12

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. **ADDITIONAL WORK:** (Any additional services not listed in the Contract must be approved by County Project Manager in accordance with Attachment "A", Section XI).

Additional Work shall not exceed amount:.....\$ 15,000.00

- D. **TOTAL CONTRACT AMOUNT SHALL NOT EXCEED:**.....\$ 284,895.60

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: Accounts Payable

1143 East Fruit Street

Santa Ana, Ca 92701-4204