

**CONTRACT MA-080-17011587
FOR
FENCE AND GATE REPAIR/MAINTENANCE SERVICES**

THIS Contract MA-080-17011587 for Fence and Gate Repair/Maintenance 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"), Orange County Flood Control District (hereinafter referred to as "District") and Quality Fence Co., Inc. (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County, District and Contractor are entering into this Contract for Fence and Gate Repair/Maintenance Services under a usage Contract; and,

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

WHEREAS, Contractor agrees to provide Fence and Gate Repair/Maintenance Services 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 Fence and Gate Repair/Maintenance Services under a usage Contract.

~~2. **Term:** The initial term of this Contract shall become effective July 1, 2017 or upon the date the Contract is approved by the Orange County Board of Supervisors,¹ whichever occurs later, and shall continue for three years from that date, unless otherwise terminated as provided herein. This Contract may be renewed upon expiration for two (2) separate one year terms upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments shall require approval by the County Board of Supervisors.~~

2. Contract shall be effective upon approval by the Orange County Board of Supervisors or upon the execution of all necessary signatures, whichever occurs later, and shall continue for one year from the effective date unless otherwise terminated by County. This Contract may be renewed upon expiration for a one (1) year term upon mutual agreement of both Parties. County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.

Amendment No. 1
Term article
amended

¹ For the purposes of this Contract, the Orange County Board of Supervisors shall serve as the governing board for both the County and the District.

Amendment
No. 1
Contract
amount
increased

3. **Aggregate Contract:** This is an aggregate Contract with Valley Cities Gonzales Fence, Inc. and Quality Fence Co., Inc., with a total aggregate contract amount not to exceed ~~\$1,205,000~~ \$1,312,500 per year.
4. **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.
5. **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.
6. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 25. Notices, to act as liaison between the County, District 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 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.
7. **Contractor's Project Manager:** The Contractor's shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this contract. This Project Manager shall be subject to approval by the County and District and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
8. **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 and District. County and District 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 and District under this Contract within one business day of notification by County. County's Project Manager shall submit the request in writing to the Contractor's project manager. The County and District 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.
9. **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 and District. The County and District 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 and District are expressly stated in the Contract.

10. **Usage:** No guarantee is given by the County and District 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 and District, 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.
11. **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.
12. **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.

13. **Reserved 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 and District. 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 and District.~~

Amendment No. 1
Deleted article 13
and reserved

14. **Reserved 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.~~

Amendment No. 1
Deleted article 14
and reserved

15. **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 and District, 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 and District approval.

16. **Prevailing Wage:** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Contractor shall with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in the 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 (DIR) 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 Section 1775 and 1813 of the Labor Code.
17. **Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in the County of Orange for a period of seven (7) years. Storage of records in another County will require special clearance from County's Project Manager for this project. Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to upon request furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner.

The requirements of Labor Code Section 1776 provide in part:

- i. 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.
- ii. 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:
 - (A) The information contained in the payroll record is true and correct.
 - (B) 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.
- iii. 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.
- iv. 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.
- v. 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.

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 and District 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 media spokespersons for County and District 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 and District 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 and District 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.

- a. **General:** All materials, parts, and equipment furnished by Contractor in the work shall be new, high grade, and free from defects. Quality of Work shall be in accord with the generally accepted standards. Materials, parts, equipment and work quality shall be subject to County and District's approval.

Material, parts, equipment and work quality not conforming to the requirements of the Scope of Work shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County and District.

If Contractor fails to replace any defective or damaged work or material after reasonable notice, County and District may cause such work or materials to be replaced. The replacement expense shall be deducted from the amount to be paid to Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Scope of Work.

- b. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (ASTM), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.

23. **Existing Site Conditions:** Information respecting the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but County does not warrant either the completeness or accuracy of such information, and it is the responsibility of Contractor to verify all such information.

24. **Hazardous Conditions:** Whenever Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to County and District. Contractor shall comply with County and District directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

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/Operations & Maintenance
Attn: Kris Ruiz
2301 N. Glassell Street, 2nd Floor
Orange, CA 92865
Phone: 714-955-0346
Email: Kris.Ruiz@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Anni Cerda, County DPA
2301 N. Glassell Street, 2nd Floor
Orange, CA 92865
Phone: 714-667-9623
Email: Anita.Cerda@ocpw.ocgov.com

Contractor: Quality Fence Co., Inc.
Attn: Ty Cavanaugh
14929 Garfield Avenue
Paramount, CA 90723
Phone: 323-712-3739
Email: tycavanaugh@dslexreme.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 and District unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County and District employee or agent, including but not limited to installers of software, shall not be valid or binding on County and District 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 and District 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 and District 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 and District. 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 and District; 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 District, 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, District and their indemnities as identified in Article 58. Indemnification, and as more fully described in Article 58. Indemnification, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County and District 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. Indemnification, it shall indemnify, defend and hold County, District and their 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 and District 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 and District. 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 and District.
40. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's and District'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 and District 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 and District 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 and District 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 and District was the insured.

If the Contractor fails to maintain insurance acceptable to the County and District 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:

<u>Coverage</u>	<u>Minimum Limits</u>
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, District, their 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 and District 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, District, their 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, District, their elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County and District 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 interest 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 and District expressly retain 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 and District.

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 and District 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. Indemnification, indemnify,

defend, and hold County and District 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. **Reserved** ~~**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 and District.~~

Amendment No. 1
Deleted article 44
and reserved

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, District 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 and District in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County and District. Contractor acknowledges that County and District are relying on Contractor to ensure such compliance, and pursuant to the requirements of Article 58. Indemnification, Contractor agrees that it shall defend, indemnify and hold County, District and their 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. **Attorney 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 District, and hold harmless, the County, Districts, their agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County and District 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 and District, their 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 and District by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County and District 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.

60. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Amendment No. 1
Article 60 added

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

61. Payment and Performance Bonds: A payment and performance bond is required for repair projects involving an expenditure in excess of twenty-five thousand dollars (\$25,000), and no work can be commenced prior to both bonds being approved by the County.

Amendment No. 1
Article 61 added

If at any time the value of a project exceeds its bonded value, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be approved by the office of the County Counsel and the County Executive Office of Orange County. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury, and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by OC Public Works, the Contractor shall promptly furnish such additional security as may be required by OC Public Works or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

62. **Registration of Contractor:** 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 electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Amendment
No. 1
Article 61
added

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

QUALITY FENCE CO., INC.*
a State of California corporation

By: William Cavanaugh
Print Name: William Cavanaugh
Title: President
Corporate Officer
Date: 4.19.17

By: Frank Tobias
Print Name: Frank Tobias
Title: Sec/Treasurer
Corporate Officer
Date: 4.19.17

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

By: Eddie Perkins
Print Name: Eddie Perkins
Title: Deputy Purchasing Agent
Date: 6/6/17

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: [Signature]
Deputy

* 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. SCOPE OF WORK:** Contractor shall furnish all staffing, labor, equipment, materials, and incidentals required for Fence and Gate Maintenance. Services shall be provided on an as-needed basis as required by County and District.
- II. DESCRIPTION OF WORK:** This Contract is for Fence and Gate Maintenance “as-needed” by County and District at various locations.
- A. The Work to be done consists, in general to maintain chain link fencing (with or without posts), chain link gates, barbed wire fencing, and barbed wire topping and steel corral fencing, and other various type of fencing existing throughout the County of Orange, as well as various land parcels owned or maintained by County of the Orange and Orange County Flood Control District within the County of Riverside and the County of San Bernardino..
- B. This Contract provides for on call services to provide maintenance that will also include minor welding for steel corral fencing and other various types of fencing material.
- C. Orders for work will be placed throughout the year as requirements are identified. While the general intent is to order a sufficient quantity of work at a time to require the services of a fence crew for at least one full day, such orders may include several locations and exceptions may occur. County and District may also utilize this Contract for repair of fencing and/or gates damaged by vehicular accidents or other sudden occurrences where such repairs must be completed on an emergency basis.
- D. Other items of work or details not mentioned above that are required by the Plans, Standard Specifications for Public Works Construction, latest adapted edition, or these Specifications, will be performed, placed, constructed or installed and no additional compensation will be allowed therefore.
- E. Location of Work: Work locations for this Contract will include properties within portions of Orange County, Riverside County and San Bernardino County - parcels, flood control channels, and public roads in those Counties. This Contract does not include work on any interstate freeway or highway, State highway, State maintained highway in those Counties. All Counties will be contacted when jurisdiction of a street, private road or highway is in question.
- III. CONTRACTOR REQUIREMENTS:**
- A. Contractor Shall:
1. Conduct all operations between the hours of 7 a.m. and 5 p.m. during the normal work week, Monday through Friday on all local streets, parcels or flood control channels. All operations on arterial or collector streets will be performed between 9 a.m. and 3 p.m. If Contractor desires to work hours or days other than as provided, it may file a request subject to approval stating intended operations, hours and dates, with a reason for schedule change.
 2. Notification of Work: Except for same day emergency work Contractor shall notify County’s Project Manager at least twenty-four (24) hours in advance of commencement of work by email. All work shall be diligently prosecuted to the complete satisfaction of County’s Project Manager. Contractor must be capable of providing one or more craftsmen as needed to complete project in a diligent and timely manner.

3. Be capable of providing one or more craftsmen as needed to complete projects in a diligent and timely manner.
4. Cleanup work area prior to notifying County's Project Manager for final inspection. Contractor shall notify County's Project Manager before noon of the working day before inspection is required. All work must be satisfactorily completed and approved prior to final approval for payment.
5. Contractor's Personnel:
 - a. Conduct: Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, one who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. County and District expressly retains the right to request any specific Contract personnel be precluded from providing services to County and District under this Contract. County and District are not required to provide any reason for requested removal of specified Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.
 - b. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman shall be able to communicate effectively in both written and oral English.

IV. PERFORMANCE REQUIREMENTS:

- A. Fence And Gate Maintenance shall conform to the "Greenbook" Standard Specification for Public Works Construction including Section B Supplement to the Standard Specifications for Public Works Construction, most current edition (hereinafter referred to as "Standard Specifications"); and, OC Public Works (formerly RDMD) Standard Plans, most current edition (hereinafter referred to as "Standard Plans"). The "Greenbook" can be purchased at www.bnibooks.com or by calling 1-888-BNI-BOOK. OC Public Works Standard Plans are available at: http://www.ocpublicworks.com/about/oc_public_works_standard_plans

- B. Sound Control: Contractor will comply with all County, District and local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Contract, and will make every effort to control any excessive noise resulting from its operation.

Compensation for conforming to sound control requirements will be considered as included in the compensation for the item of work involved and no additional compensation for sound control will be provided by the County and District.

- C. Dust Control: Contractor will perform his operations in such a manner as to limit dust. Contractor will not create dust in such a quantity as to violate the AQMD regulations.

Compensation for conforming to dust control requirements will be considered as included in the compensation for the item of work involved and no additional compensation for dust control will be provided by the County and District.

- D. Debris Removal: All trash and debris will be removed from work area by the end of each working day. At other times during the progress of work, when required, Contractor will remove all surplus materials, rubbish, and debris resulting from the work. Work area will be left in a

neat, clean and acceptable condition as approved by County's Project Manager. No stockpile of debris will be allowed at the site.

Contractor will pick up and dispose of materials at a site outside of County and District right-of-way approved for disposal of such materials. Any debris dropped on the public street during entrance or exit of the site will be removed immediately by Contractor.

Compensation for conforming to debris removal requirements will be considered as included in the compensation for the item of work involved and no additional compensation for debris removal will be provided by the County and District.

- E. Water: Contractor will furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.

Compensation for conforming to water requirements will be considered as included in the compensation for the item of work involved and no additional compensation for water will be provided by the County and District.

- F. Utilities: Underground main distribution conduits such as water, gas, sewer, electrical power, telephone, or cable television should not be affected by the work indicated in the work packages since only surface excavation is required. Contractor will assume that every property parcel will be served by a service connection for each type of utility and will protect all such service connections.

Contractor will contact UNDERGROUND SERVICE ALERT (USA) at (800)422-4133 for all subsurface excavation and will contact utility companies to mark locations if necessary.

Compensation for conforming to utility safety measures will be considered as included in the compensation for the item of work involved and no additional compensation for utility safety measures will be provided by the County and District.

- G. Parking Control: Parked cars may interfere with the work to be performed. Therefore, Contractor is required to post, maintain, and subsequently remove, temporary "Tow Away No Parking" signs along the streets where work is to be performed; with no less than 24 hours notice prior to the start of said work. Contractor will furnish signs per sample provided by County and District. Contractor will fill in day and date for scheduled work. Contractor will be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public. Contractor will be responsible for the removal of all temporary "Tow Away No Parking" signs upon completion of the work in posted area.

Compensation for conforming to parking control requirements will be considered as included in the compensation for the item of work involved and no additional compensation for parking control will be provided by the County and District.

- H. Traffic Control: Contractor will conduct its operations in a manner which will minimize traffic congestion during A. M. and P. M. peak-hour traffic. This may require beginning work after the A.M. peak-hour traffic and ending work before the P.M. peak-hour traffic.

1. Contractor will ensure access to affected schools and commercial areas at all times during project operation.

2. ADD to Subsection 7-10.1, "Traffic and Access", of the Standard Specifications the following:
 - a) Spillage resulting from hauling operations along or across any public traveled way will be removed immediately by Contractor, at his expense.
 - b) When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, will in all cases yield to public traffic.
3. ADD to Subsection 7-10.3, "Street Closures, Detours, Barricades", of the Standard Specifications the following:
 - a) Special emphasis will be placed on the use of construction zone ahead (C18R) signs at the beginning, end and all access and/or intersecting streets with roads under construction. In addition to construction zone signs, rough road signs (W33) will be used on all roads with a posted or marked bicycle trail.
 - b) Contractor will provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area and all its approaches, including advanced signing and barricades. Contractor will also post proper signs to notify public regarding condition of roadway, all in accordance with provisions of the Vehicle Code and "Manual of Traffic Controls", as published by the State of California, Department of Transportation, latest edition.
4. Flashing arrow signs, of the appropriate type per the "Manual of Traffic of Traffic Controls", latest edition, will be provided for all lane closures on all arterial highways and collector street.
5. Portable delineators, either conical (traffic cone) or tubular shaped plastic devices, with a minimum height of 28 inches will be used for delineation of the travel way.
6. If the traffic cones or portable delineators are damaged, displaced or unacceptable for any reason by County's Project Manager or are not in an upright position from any cause, said cones or portable delineators will immediately be replaced or restored to their original location, in an upright position, by Contractor.
7. Contractor will maintain 11' lanes of traffic in each direction at all times.
8. Contractor will furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the street is under construction and of any dangerous conditions to be encountered as a result thereof, will perform their duties and will be provided with the necessary equipment in accordance with the current "Instructions to Flaggers", by the State of California, Department of Transportation. The equipment will be furnished and kept clean and in good repair by Contractor, at its expense.
9. Should Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, County's Project Manager may direct attention to the existence of a hazard and necessary warning and protective measures will be furnished and installed by Contractor, at Contractor's expense. Should County's Project Manager identify the inadequacy of warning and protective measures, such action on the part of County's Project

Manager will not relieve Contractor from responsibility for public safety or abrogate Contractor's obligation to furnish and pay for these devices.

10. Contractor will maintain safe working conditions at each work location.
 11. At the end of each day, all equipment and other obstructions will be removed from the roadway.
 12. Compensation for conforming to traffic control requirements will be considered as included in the compensation for the item of work involved and no additional compensation for traffic control will be provided by the County and District.
- I. Protection and Restoration of Existing Areas: Contractor will protect all furnishings and improvements from damage by its operations. All damage will be repaired or replaced, at the option of County and District, at Contractor's expense within three (3) days after notification of such damage by County's Project Manager. Repairs and/or replacements will be equal to original in all aspects.
- J. Safety: Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with local, County, District, State or other legal intents and terms of the applicable OSHA and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and Agency against injury or damage to their property.
- K. Clearing and Grubbing: Clearing and grubbing is included in unit price for replacement of existing gate and/or fencing either with or without posts. This includes removal of vines and vegetation on existing fence fabric and removal of interfering portions of trees, shrubs and other vegetation as required by Contractor to remove and replace existing fencing at original line and grade. Authorized vegetation removal is limited to 2' measured horizontally from existing fence fabric as required to replace the fence fabric. Contractor is responsible for proper disposal of all vegetation, soil or other material removed for installation of replacement fencing.
- Compensation for clearing and grubbing will be considered as included in the compensation for the item of work involved and no additional compensation for clearing and grubbing will be provided by the County and District.
- L. Warranty of Work: Contractor warrants all work to be free from defects of design material and workmanship, for a period of one (1) year from date of acceptance of work. Expressly included is the warranty of compaction of existing base material or sub-grade placed under this Contract.
- M. Emergency/On Call Work: Contractor will be required to provide emergency/on call response, 24 hours per day, seven days a week, to down fence and other emergency repairs as required. Contractor will be given specific locations to repair via telephone call from a County and District authorized representative. Contractor will be required to start the work indicated within 90 minutes of the initial telephone call and report back to County and District representative upon completion of work specified.
1. Contractor is required to provide a 24 hour emergency phone numbers and names of a minimum of two contact individuals within one week of award of Contract. Should the phone number or contact person change during the course of the Contract those changes must be provided to County and District.

2. Contractor will be required to provide all traffic control required during emergency operations.
 3. Emergency call work will be considered as included in the Contract unit price per each in accordance with these Specifications and no additional compensation will be allowed therefore.
- N. Best Management Practices:
1. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
 2. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
 3. To assure compliance with the Stormwater Permits and water quality ordinances, County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
 4. BMP Fact Sheets shall include but not be limited to the following which may be viewed and downloaded at:
<http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>
 - a) IC17
 - b) IC21
 - c) IC24
 5. These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
 6. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.

7. Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to County's Project Manager for review and approval prior to implementation.
 8. County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.
- O. Portal to portal charges shall **NOT** be allowed by County and District. Labor hours shall be charged on basis of actual time spent on each job, not on a portal-to-portal basis and shall be computed nearest one-quarter (1/4) hour. All costs for travel time between parcels and/or to and from refuse disposal sites will be included in the unit price and no additional compensation shall be allowed therefore.

V. COUNTY AND DISTRICT REQUIREMENTS:

- A. Identification and Scheduling of Work: County and District conduct recurring inspections of all County and District maintained fences and gates and investigate citizen complaints. Inspectors document the damage with digital photos, a short summary of damage and required repair using a Maintenance Inspection Report (MIR) form. This report includes the specific location and Thomas Guide reference. County and District staff shall review, prioritize and "package" these reports to include several locations in the same general geographic area. Work packages including photos will be prepared for Contractor. Contractor will furnish a work plan indicating the day/date for work on each location in the work package. Contractor will start work within five working days upon written or verbal notification from County's Project Manager.
- B. Work Schedules: County's Project Manager may schedule work biweekly and Contractor is expected to complete the work within the two week period designated in the work package. Contractor is responsible for notifying County's Project Manager if weather or other conditions preclude work. Notification shall be made within twenty four hours of each occurrence.
- C. Acceptance of Work: Each work location reported as complete will be accepted by County's Project Manager for payment unless Contractor is notified otherwise by close of business, the following work day.

VI. GENERAL CONDITIONS:

- A. If or when Contractor does not provide service as specified, County may contract with others to provide the required services and the amount payable under the Contract shall be reduced by the cost to County and District of labor, material, overhead, and administration for such remedial action. Such action does not constitute an acceptable alternative to performance of the work by the Contractor.
- B. No guarantee is given by County and District regarding usage of this Contract. Estimated quantities are approximates, based upon last usage. Usage may decrease or increase at any time during the Contract term. Contractor agrees to supply services requested as needed by County and District, at prices listed in Attachment B "Contractor's Pricing".
- C. Warranty of Work: Contractor warrants all work to be free from defects of design material and workmanship, for a period of one year from date of acceptance of work. Expressly included is the warranty of compaction of existing base material or sub-grade placed under this Contract.

VII. MATERIAL SPECIFICATIONS:

- A. Chain Link Fence with Post: Chain link fence with post construction will be in accordance with details shown on work orders and per Standard Plan 600-1 and 600-1-OC and as directed by County's Project Manager.
1. Chain link fence with post will have a fabric width and height as shown on the work orders or as directed by County's Project Manager. Chain link fence with post will conform to provisions in Subsection 304-3, "Chain Link Fence" of the Standard Specifications and these Specifications.
 2. All removed materials including fence, posts and vegetation will become property of Contractor. Contractor will be responsible for disposal of material outside of project right-of-way. Contractor will make all arrangements for disposal of material at off-site locations.
 3. Measurement and payment for Chain link fence with post will be in accordance with Subsection 304-3.4, "Measurement and Payment" of the Standard Specification, except as noted in these Specifications.
 4. Compensation for conforming to chain link fence with post requirements will be considered as included in the compensation for the item of work involved and no additional compensation for chain link fence with post will be provided by the County and District.
 - a. Providing all traffic control
 - b. Removing and disposing of damaged chain link fencing and posts
 - c. Construction of concrete post footings
 - d. Providing and installing new chain link fencing and post
 - e. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work
- B. Chain Link Fence without Post: Chain link fence without post construction will be in accordance with details shown on work orders and per Standard Plan 600-01 and 600-01-OC and as directed by County's Project Manager.
1. Chain link fence without post will have a fabric width and height as shown on the work orders or as directed by County's Project Manager. Chain link fence without post will conform to provisions in Subsection 304-3, "Chain Link Fence" of the Standard Specifications and these Specifications.
 2. All removed materials including fence and vegetation will become property of Contractor. Contractor will be responsible for disposal of material outside of project right-of-way. Contractor will make all arrangements for disposal of material at off-site locations.
 3. Measurement and payment for Chain link fence without post will be in accordance with Subsection 304-3.4, "Measurement and Payment" of the Standard Specification, except as noted in these Specifications.
 4. Compensation for conforming to chain link fence without post requirements will be considered as included in the compensation for the item of work involved and no additional compensation for chain link fence without post will be provided by the County and District.
 - a. Providing all traffic control
 - b. Removing and disposing of damaged chain link fencing

- c. Providing and installing new chain link fencing
 - d. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work

- C. Repair Existing Chain Link Fence: Repair existing chain link fence will include the restoration and/or attachment of downed chain link fencing fabric to its original conditions as shown on work orders and as directed by County's Project Manager.
 1. Measurement and payment for Repair existing chain link fence will be in accordance with Subsection 304-3.4, "Measurement and Payment" of the Standard Specification, except as noted in these Specifications.
 2. Full compensation for conforming to requirements of Repair Existing Chain Link Fence including the following shall be considered as included in the Contract unit price bid per linear foot in accordance with these specifications and no additional compensation will be allowed.
 - a. Providing all traffic control
 - b. Restoring and/or attaching downed chain link fence fabric
 - c. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work

- D. Chain Link Gate: Chain link gate construction will be in accordance with details shown on work orders and per Standard Plan 600-01 and 600-01-OC (delete plunger rod locking device from gate installation detail) and as directed by County's Project Manager.
 1. Chain link gate will have a fabric width and height as shown on the work orders or as directed by County's Project Manager. Chain link gate will conform to provisions in Subsection 304-3, "Chain Link Fence" of the Standard Specifications and these Specifications.
 2. All removed materials including fence and vegetation will become property of Contractor. Contractor will be responsible for disposal of material outside of project right-of-way. Contractor will make all arrangements for disposal of material at off-site locations.
 3. Measurement and payment for Chain link gate will be in accordance with Subsection 304-3.4, "Measurement and Payment" of the Standard Specification, except as noted in these Specifications.
 4. Compensation for conforming to chain link gate requirements will be considered as included in the compensation for the item of work involved and no additional compensation for chain link gate will be provided by the County and District
 - a. Providing all traffic control
 - b. Clearing and grubbing
 - c. Removing and replacing existing damaged gate and/or posts
 - d. Providing and installing new chain link gate and/or post
 - e. All welds will be treated with zinc rich galvanized coating and zinc based solder as defined in Standard Specifications
 - f. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work

- E. Barbed Wire Fence: Barbed wire fence will be constructed in accordance with details shown on work orders, Caltrans Standard Plan A86 and as described in these Specifications and as directed by County's Project Manager.
1. Fence will consist of three or five strands (as shown on work orders) of 12 gauge 4 point "D" barbed wire with barbs spaced 5" apart and conforming to ASTM 121. Wire will be evenly spaced from top of post down to 12" above ground surface. Posts will be standard 6' "Tee" post and will be placed at 10' on center.
 2. All removed materials will become property of Contractor. Contractor will be responsible for disposal of material outside of project right-of-way. Contractor will make all arrangements for disposal of material at off-site locations.
 3. Measurement and payment for Barbed wire fence will be in accordance with Subsection 304-3.4, "Measurement and Payment" of the Standard Specification, except as noted in these Specifications.
 4. Compensation for conforming to barbed wire fence requirements will be considered as included in the compensation for the item of work involved and no additional compensation for barbed wire fence will be provided by the County and District
 - a. Providing all traffic control
 - b. Providing and installing new barbed wire fence and post
 - c. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work
- F. Barbed Wire Topping: Chain link fencing may be topped with three (3) strands of Barbed wire topping as shown on work orders and as directed by County's Project Manager.
1. Compensation for conforming to barbed wire topping requirements will be considered as included in the compensation for the item of work involved and no additional compensation for barbed wire topping will be provided by the County and District
 - a. Providing all traffic control
 - b. Removing and disposing of damaged barbed wire
 - c. Providing and installing new barbed wire topping
 - d. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work
- G. Anchor Bolt Plate and Post: Anchor bolt plate and post will be in accordance with details shown on work orders and provisions in Section 206, "Miscellaneous Metal Items" of Standard Specifications and as directed by County's Project Manager.
1. Anchor bolt plate and post will be 3/8" galvanized steel with four (4) stainless steel bolts. Fence post will be welded to anchor plate as shown on work orders and as directed by County's Project Manager.
 2. Compensation for conforming to anchor bolt plate and post requirements will be considered as included in the compensation for the item of work involved and no additional compensation for anchor bolt plate and post will be provided by the County and District
 - a. Providing all traffic control
 - b. Removing and disposing of damaged posts

- c. Providing and installing new anchor bolt plate and posts
 - d. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work

- H. Guard Cable Fence: Guard cable fence will be in accordance with detail shown on work orders, as directed by the County's Project Manager, and per Standard Plan 1413.
 - 1. Compensation for conforming to guard cable fence requirements will be considered as included in the compensation for the item of work involved and no additional compensation for guard cable fence will be provided by the County and District.
 - a. Removing and disposing of damaged guard cable fence
 - b. Providing and installing new guard cable fence
 - c. Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work

- I. Steel Corral Fencing: Steel corral fencing will be in accordance with detail shown on work orders and as directed by the County's Project Manager.
 - 1. Uprights and posts shall be of like gauge, diameter, and material to that surrounding in the course of repairs or replacement.
 - 2. Post installations shall be in accordance with Standard Plan 600-01 and 600-01-OC. Installation may match surroundings upon County's Project Manager's approval.
 - 3. Miscellaneous hardware is to be in accordance with Standard Plan 600-01 and 600-01-OC or meet with County's Project Manager's approval.
 - 4. Welding is to be neat and precise and penetrate 80% metal depth minimum. Welds are to be ground and painted to meet County's Project Manager's approval.
 - 5. Compensation for conforming to steel corral fencing requirements will be considered as included in the compensation for the item of work involved and no additional compensation for steel corral fencing will be provided by the County and District

- J. Marking Fence Fabric: All replacement fence fabric is to be marked with a horizontal orange stripe 1 foot wide, the length of the replacement fabric per County's Project Manager.

- K. Crew Rental: County and District may request Contractor to perform fence and gate operations outside scope of previous work items. Contractor will be given specific location and job description by County's Project Manager and shall meet prior to any work being performed. Contractor shall furnish a two (2) man crew with equipment necessary to perform the requested work.
 - 1. Compensation for conforming to crew rental requirements will be considered as included in the contract unit price bid per hour in accordance with these specifications and no additional compensation will provided by County and District.
 - a. Supplying a 2 man crew with all the necessary equipment
 - b. Cleanup, removal and disposal of debris
 - c. Furnishing all labor, tools, equipment and incidentals necessary to perform work

**ATTACHMENT B
CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is a usage Contract between County, District and Contractor for Fence and Gate Repair/Maintenance on an as needed basis, as set forth in Attachment A "Scope of Work".

The 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County and District shall have no obligation to pay any sum in excess of the Fixed Unit Rates and Total Not to Exceed Contract Amount specified herein unless authorized by amendment in accordance with Article 28. Amendments and Article 43. Changes of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

- II. FEES AND CHARGES:** County and District will pay the following unit rates in accordance with the provisions of this Contract.

- A. Pricing: Pricing shall be per Linear Feet (LF), Each (EA), or Hourly (HR) as determined in each line item.

Item No	Description	Unit	Unit Cost
1.	Repair/Replace 60" Chain Link Fence With Post (less than or equal to 100 ft.)	LF	\$26
2.	Repair/Replace 60" Chain Link Fence With Post (101 ft. to 250 ft.)	LF	\$25
3.	Repair/Replace 60" Chain Link Fence With Post (251 ft. to 500 ft.)	LF	\$24
4.	Repair/Replace 60" Chain Link Fence With Post (greater than 500 ft.)	LF	\$23
5.	Repair/Replace 60" Chain Link Fence Without Post	LF	\$22
6.	Repair/Replace 60" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (less than or equal to 100 ft.)	LF	\$40
7.	Repair/Replace 60" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (101 ft. to 250 ft.)	LF	\$38
8.	Repair/Replace 60" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (251 ft. to 500 ft.)	LF	\$38
9.	Repair/Replace 60" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (greater than 500 ft.)	LF	\$36
10.	Repair/Replace 60" Chain Link Vinyl Black and or Green Fence 9 Gauge, Without Post	LF	\$35
11.	Repair/Replace Existing 60" Chain Link Vinyl Black and or Green Fence 9 Gauge	LF	\$35
12.	Repair/Replace 72" Chain Link Fence With Post (less than or equal to 100 ft.)	LF	\$33
13.	Repair/Replace 72" Chain Link Fence With Post (101 ft. to 250 ft.)	LF	\$30

14.	Repair/Replace 72" Chain Link Fence With Post (251 ft. to 500 ft.)	LF	\$29
15.	Repair/Replace 72" Chain Link Fence With Post (greater than 500 ft.)	LF	\$28
16.	Repair/Replace 72" Chain Link Fence Without Post	LF	\$26
17.	Repair/Replace Repair Existing 72" Chain Link Fence	LF	\$25
18.	Repair/Replace 72" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (less than or equal to 100 ft.)	LF	\$44
19.	Repair/Replace 72" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (101 ft. to 250 ft.)	LF	\$40
20.	Repair/Replace 72" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (251 ft. to 500 ft.)	LF	\$38
21.	Repair/Replace 72" Chain Link Vinyl Black and or Green Fence 9 Gauge, With Post (greater than 500 ft.)	LF	\$35
22.	Repair/Replace 60" High Gate (less than or equal to 60" in width)	EA	\$880
23.	Repair/Replace 60" High Gate (61" to 120" in width)	EA	\$990
24.	Repair/Replace 72" High Gate (less than or equal to 60" in width)	EA	\$880
25.	Repair/Replace 72" High Gate (61" to 120" in width)	EA	\$990
26.	Repair Existing 60" High Gate	EA	\$780
27.	Repair Existing 72" High Gate	EA	\$780
28.	Repair/Replace 3 Strand Barbed Wire Fence	LF	\$20
29.	Repair/Replace 5 Strand Barbed Wire Fence	LF	\$25
30.	Repair/Replace Barbed Wire Topping	LF	\$18
31.	Anchor Bolt Plate With 5 ft. Post	EA	\$30
32.	Anchor Bolt Plate With 6 ft. Post	EA	\$30
33.	Top Rail	EA	\$20
34.	Replace Guard Cable Galvanized Aircraft Cable 1/4"	LF	\$24
35.	Repair/Replace Guard Cable Fence Galvanized Aircraft Cable 1/4"	LF	\$24
36.	Repair/Replace Steel Corral Fencing	LF	\$48
37.	Marking Fence Fabric	LF	\$2
38.	Emergency/On-Call Mobilization	EA	\$250
39.	Core Drilling (Max 1FT)	EA	\$60
40.	Welding	HR	\$100
41.	Crew Rental	HR	\$145
42.	Repair/Replace 72" ClearVu Invisible Wall (Black Color) Or Equivalent With Post	LF	\$120

43.	Repair/Replace 72" ClearVu Invisible Wall (Black Color) Or Equivalent Without Post	LF	\$100
44.	Repair/Replace 96" ClearVu Invisible Wall (Black Color) Or Equivalent With Post	LF	\$170
45.	Repair/Replace 96" ClearVu Invisible Wall (Black Color) Or Equivalent Without Post	LF	\$100
46.	Repair/Replace 72" in Height ClearVu Invisible Wall (Black Color) Gate Or Equivalent (less than or equal to 60" width)	EA	\$1500
47.	Repair/Replace 72" in Height ClearVu Invisible Wall (Black Color) Gate Or Equivalent (61" to 120" width)	EA	\$2800
48.	Repair/Replace 72" in Height ClearVu Invisible Wall (Black Color) Gate Or Equivalent (greater than 120" in width)	EA	\$3000
49.	Repair/Replace 96" in Height ClearVu Invisible Wall (Black Color) Gate Or Equivalent (less than or equal to 60" width)	EA	\$1200
50.	Repair/Replace 96" in Height ClearVu Invisible Wall (Black Color) Gate Or Equivalent (61" to 120" width)	EA	\$2400
51.	Repair/Replace 96" in Height ClearVu Invisible Wall (Black Color) Gate Or Equivalent (greater than 120" in width)	EA	\$2900
52.	Repair/Replace 72" Securifor 4D (1/1) (Black Color) Or Equivalent With Post	LF	\$88
53.	Repair/Replace 72" Securifor 4D (1/1) (Black Color) Or Equivalent Without Post	LF	\$68
54.	Repair/Replace 96" Securifor 4D (1/1) (Black Color) Or Equivalent With Post	LF	\$130
55.	Repair/Replace 96" Securifor 4D (1/1) (Black Color) Or Equivalent Without Post	LF	\$110
56.	Repair/Replace 72" in Height Securifor 4D (1/1) (Black Color) Gate Or Equivalent (less than or equal to 60")	EA	\$1350
57.	Repair/Replace 72" in Height Securifor 4D (1/1) (Black Color) Gate Or Equivalent (61" to 120" width)	EA	\$1600
58.	Repair/Replace 72" in Height Securifor 4D (1/1) (Black Color) Gate Or Equivalent (greater than 120" in width)	EA	\$1800
59.	Repair/Replace 96" in Height Securifor 4D (1/1) (Black Color) Or Gate Equivalent (less than or equal to 60" width)	EA	\$1500
60.	Repair/Replace 96" in Height Securifor 4D (1/1) (Black Color) Gate Or Equivalent (61" to 120" width)	EA	\$1800
61.	Repair/Replace 96" in Height Securifor 4D (1/1) (Black Color) Gate Or Equivalent (greater than 120" in width)	EA	\$2200

B. **MISCELLANEOUS:** County may request similar like items not listed above to be purchased from this Contract at a price agreed upon in writing between County and Contractor at the time of ordering per Attachment A, Section VI

C. **ANNUAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED:** **\$1,205,000** **\$1,312,500**
PER YEAR

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 the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce,

Amendment No. 1
Contract not to exceed amount increased

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

V. CONTRACTOR’S EXPENSE: The 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 goods/services have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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

Payments made by the County shall not preclude the right of the 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/services.

VII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the 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. Hourly Rate
- I. Total
- J. Taxpayer ID number

II. Invoices and support documentation are to be forwarded to:

~~OC Public Works/Procurement Services~~
~~Attn: Accounts/Payables~~
~~300 North Flower Street, 8th Floor~~
~~Santa Ana, CA 92703~~
~~Email: accountspayables@ocpw.oegov.com~~

<p>Amendment No. 1 Invoicing address updated</p>

OC PUBLIC WORKS
 ATTN: ACCOUNTS/PAYABLES
 PO BOX 4048
 SANTA ANA, CA 92702-4048

EMAIL: ACCOUNTSPAYABLES@OCPW.OCGOV.COM

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.