



## SUBORDINATE CONTRACT

Subordinate Contract No. MA-060-~~15010973~~ 16010969 with Action Contractors Inc. is hereby issued pursuant to the terms and conditions of cooperative agreement MA-~~017080~~-13010880 for General Construction and Maintenance Services.

This Contract MA-060-~~15010973~~ 16010969 is made and entered into upon execution of all necessary signatures between Action Contractors Inc, having its principal place of business at 17111 S. Broadway St., Gardena, CA 90248-3115 (referred as “Contractor”), and the County of Orange, Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Santa Ana, CA 92703 (referred to as “County”) which are sometimes individually referred to as “Party” or collectively referred to as “Parties”.

### ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Subordinate Contract:

Attachment A –Regional Cooperative Agreement MA-~~017080~~-13010880

### RECITALS

WHEREAS, County of Orange, Sheriff-Coroner Department desires to enter into a Subordinate Agreement for General Construction and Maintenance Services; and

WHEREAS, the County of Orange, ~~County Executive Office~~ Orange County Public Works has issued a Regional Cooperative Agreement MA-~~017080~~-13010880, now in effect from January 9, 2013 through January 8, ~~2016~~2017; and

WHEREAS, Contractor is willing to provide the services specified in this Subordinate Contract to the County of Orange, Sheriff-Coroner Department;

NOW, THEREFORE, the parties mutually agree:

1. **Scope of Contract:** This Subordinate Contract specifies the terms and conditions by which the County of Orange, Sheriff-Coroner Department will procure goods/services from the Contractor, hereinafter referred to as “Services” as more fully detailed in Attachment A, Cooperative Agreement.
2. **Term of Subordinate Contract:** This Subordinate Contract shall commence on January 9, 2016 through and including January 8, 2017 ~~upon execution of all necessary signatures and shall continue through and including January 8, 2016~~, unless otherwise terminated by the County. This Contract is non-renewable. ~~may be renewed for two (2) additional one-year terms upon mutual agreement of both Parties and upon renewal of RCA MA-017-13010880.~~



## SUBORDINATE CONTRACT

3. **Compensation & Payment:** Contractor agrees to provide the goods/services as set forth in Attachment “A” Cooperative Agreement at the fixed rates specified in the RCA. The total cost of this Subordinate Agreement shall not exceed \$~~325,000.00~~ 430,000/year.
4. **Invoicing:** Invoices are to be submitted to the County of Orange, Sheriff-Coroner Department Research & Development Division at 431 The City Drive South, Orange, CA. Vendor shall reference Subordinate Contract MA-060-~~15010973~~ 16010969 on invoices. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.
5. **Scope of Work:** Services and projects may be performed within the categories and at the rates contained within Exhibit A. Authorization and direction must be obtained in writing on approved forms from County of Orange, Sheriff-Coroner Department Research & Development Division, Facilities Planning/Facilities Operations prior to commencement of any work performed under this Contract. However, each individual public works project as defined in Public Contract Code Section 22002 performed under this Contract shall not exceed \$45,000. Projects shall not be split intentionally to avoid bidding pursuant to the Public Contract Code.

~~6. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.~~

Prevailing Wage (Labor Code): Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The wages are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other



## SUBORDINATE CONTRACT

format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

- 7. Notice of Completion:** The contracting agency/department shall file a notice of completion for all public works projects of \$5,000 or more; these notices do not need to be approved by the Board of Supervisors. Notices of completion shall be recorded in the Clerk-Recorder's Office within fifteen (15) days of project completion, in accordance with §8182 of the Civil Code.

- Signature Page follows -



SUBORDINATE CONTRACT

Signature Page:

The Parties hereto have executed this Contract MA-060-~~15010973~~ 16010969 on the dates shown opposite their respective signatures below.

**CONTRACTOR\* Action Contractors Inc.**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**

**The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.**

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

\*\*\*\*\*

**County of Orange, a political subdivision of the State of California**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

APPROVED AS TO FORM  
COUNTY COUNSEL

\_\_\_\_\_  
Deputy



## SUBORDINATE CONTRACT

### ~~ATTACHMENT A~~

~~REGIONAL COOPERATIVE AGREEMENT (RCA MA 017-13010880)~~