

AMENDMENT NUMBER ~~ONE~~ TWO  
 TO  
 CONTRACT NUMBER MA-060-20011202  
 BETWEEN THE  
 COUNTY OF ORANGE  
 AND  
 CML SECURITY LLC

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-20011202 (hereinafter “AMENDMENT NUMBER ~~ONE~~ TWO”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and CML Security LLC, (hereinafter “CONTRACTOR”) with a place of business at 1785 W. 160<sup>th</sup> Ave., Suite 700, Broomfield, CO 80023, with COUNTY and CONTRACTOR sometimes referred to collectively as “Parties,” is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for the Maintenance, Repairs and Emergency Services for Detention Locks, Sliders, Doors and Hardware on May 20, 2020, for a one (1) year term of May 20, 2020 through and including May 19, 2021, renewable for four (4) additional one year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on April 27, 2021 for a one year term of May 20, 2021 through and including May 19, 2022 (hereinafter “AMENDMENT NUMBER ONE”), ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 5/20/20 through and including 5/19/2023, unless otherwise terminated by COUNTY.

~~b.~~ Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This contract may be renewed by mutual written agreement of both Parties for ~~three~~two (2) additional one year terms. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

~~c. The ORIGINAL CONTRACT is amended in part to add the following Additional Terms and Conditions:~~

~~34. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. 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. 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.~~

~~Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: <http://www.dir.ca.gov>. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract.~~

~~If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contract.~~

~~Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.~~

~~As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to COUNTY \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such~~

~~worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.~~

~~The requirements of Labor Code Section 1776 provide in part:~~

~~A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:~~

~~(1) The information contained in the payroll record is true and correct.~~

~~(2) 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.~~

~~B. 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.~~

~~C. 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.~~

~~D. 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, she or it 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. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.~~

~~35. Bond: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract; said bond to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bond shall be in the form provided in the Contract (Attachment F) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if 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.)~~

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

~~d.~~ **c.** Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges is amended in part as follows:

Contract shall not exceed \$1,293,000 for the term of 5/20/2021<sup>2</sup> – 5/19/2022<sup>3</sup>

2. All other terms and conditions in this Contract shall remain unchanged and in full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-20011202.

\*Contractor: CML Security LLC

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: CML Security LLC

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.*

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

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

Chairman of the Board of Supervisors  
County of Orange, California

Approved as to Form  
Office of the County Counsel  
Orange County, California

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