

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY  
Urgent \_\_\_\_\_ Routine X  
CEO Concurs with Recommendation YES mt NO \_\_\_\_\_  
(Information Attached)

BOARD AGENDA# \*B-9  
AGENDA DATE April 27, 2004  
4/5 Vote Required YES \_\_\_\_\_ NO ✓

SUBJECT: APPROVAL TO INSTALL SECURITY FENCING AT THE HEALTH SERVICE AGENCY COMPLEX LOCATED AT 830 SCENIC DRIVE AND SIGN A CONTRACT WITH INDUSTRIAL FENCING TO PROVIDE SECURITY FENCING AT THIS LOCATION

STAFF RECOMMENDATIONS:

1. AUTHORIZE THE INSTALLATION OF SECURITY FENCING AT THE HEALTH SERVICES AGENCY COMPLEX LOCATED AT 830 SCENIC DRIVE .
2. AUTHORIZE THE MANAGING DIRECTOR OF THE HEALTH SERVICES AGENCY, OR HER DESIGNEE, TO SIGN AND EXECUTE A CONTRACT WITH INDUSTRIAL FENCING TO PROVIDE SECURITY FENCING AT THE HEALTH SERVICES AGENCY, 830 SCENIC DRIVE, MODESTO, AT A COST NOT TO EXCEED \$101,086.26.

FISCAL IMPACT:

This project is funded through the auspices of Fiscal Year 2003 State Homeland Security Grant Program, Part II, Supplemental Appropriation for the enhancement of local emergency response to weapons of mass destruction (WMD). The Board approved the acceptance of these funds at their December 9, 2003 meeting. Funding in the amount of \$150,000 was identified to make security improvements at the Health Services Agency location. This project will utilize approximately \$101,086.26 of these funds to make the requested improvements. No contribution from the General Fund will be required for this contract.

BOARD ACTION AS FOLLOWS:

No. 2004-279

On motion of Supervisor Paul , Seconded by Supervisor Mayfield  
and approved by the following vote,

Ayes: Supervisors: Paul, Mayfield, Grover, Simon, and Chairman Caruso

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended
- 4) \_\_\_\_\_ Other:

MOTION:

Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

**AUTHORIZATION TO SIGN A CONTRACT WITH INDUSTRIAL FENCING TO PROVIDE SECURITY FENCING AT HEALTH SERVICES AGENCY, 830 SCENIC DRIVE, MODESTO**

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**DISCUSSION:**

On December 9, 2003, the Board approved the acceptance of Fiscal Year 2003 State Homeland Security Program funds in the amount of \$1,129,609 for equipment, planning, and administration. The allocation of these funds was determined by the Anti-Terrorism Approval Body, consisting of the Dr. John Walker, County Public Health Officer; Chief Gary Hinshaw, Stanislaus County Fire Warden; Chief James Miguel, City of Modesto Fire Chief; Sheriff Les Weidman, Stanislaus County Sheriff; and Chief Roy Wasden, City of Modesto Police Chief.

Among the allocations approved was \$150,000 for Portal systems and access. This request was intended to improve security of the facilities at the Health Service Agency location, in the event of a terrorist act impacting the local community public health system. A committee of representatives from the departments located at this site, along with Chief Executive Office Capitol Projects staff reviewed the needs at this location. It was determined that these funds should be used for security fencing for the Health Services Agency at 830 Scenic Drive. These improvements are included in the approved FY 2002-2003 Capital Improvement Plan (project # 2003.009).

The County Purchasing Department provided a bid for the fencing (Bid #04-02-BLS), which was distributed to qualified contractors. The intent of this project is to provide security fencing at County Center II, 830 Scenic Drive, Modesto, California. This bid defined the locations that the fencing would be required, as well as requested a proposal to repair the existing fencing. The project consists of three types of fencing requirements:

1. Installation of a new seven-foot (7') chain link fence along the back southeast edge of complex with 3-strand barbed wire at the top of fence. Included in this installation will be one (1) vehicle gate installed with this type of fencing.
2. Installation of new 3-strand barbed wire to the top of existing chain link fence across the back southwest edge of the complex and repair existing fence as needed to secure the site. In addition, repair of the existing chain link fence and addition of 3-strand barbed wire across the top at the West Side to secure this section of the site also.
3. Installation of new eight-foot (8') wrought-iron type fence at the front side of the complex including six (6) pedestrian gates and two (2) vehicle gates of the same type of material.

A site drawing in the bid document depicting the locations, type of fencing and repairs was provided to prospective bidders.

**AUTHORIZATION TO SIGN A CONTRACT WITH INDUSTRIAL FENCING TO PROVIDE SECURITY FENCING AT HEALTH SERVICES AGENCY, 830 SCENIC DRIVE, MODESTO**

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After reviewing the proposals submitted in response to the Request for Proposal (RFP), Industrial Fencing was selected to provide security fencing with a proposal for \$101,086.26. Other proposers were Arrow Fencing with an estimated cost of \$115,360.00 and All Commercial with a cost proposal of \$115,325.00.

Because this item makes a public improvement of a County facility, Board of Supervisor approval should have been requested prior to the bid process. At the time, it was thought that sufficient authority from the Board existed to initiate the bid process from the December 9, 2003 agenda item. It has since been determined that Board approval should be requested to install the fencing. In addition, staff is requesting Board approval for the Managing Director of the Health Services Agency to sign a contract (see Attachment A) with Industrial Fencing to provide security fencing at the Health Services Agency. The RFP (Attachment B) and Industrial Fencing's RFP proposal (Attachment C) are available for review at the Clerk of the Board's Office.

**POLICY ISSUE:**

Approval of this request will enable the Health Services Agency to secure its facilities in an efficient and cost effective manner. Board approval of this request supports the Board's priorities to ensure a safe, health community and to deliver excellent community services.

**STAFFING IMPACT:**

There is no staffing impact associated with this request.

ATTACHMENTS AVAILABLE  
FROM YOUR CLERK

AGREEMENT

This Agreement, made this April 27, 2004, by and between Industrial Fence Co., Inc., (the "Contractor") and the COUNTY OF STANISLAUS (the "County").

ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner

**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY  
BID NO. 04-02-BLS**

as set forth in the Bid of the Contractor and in accordance with the bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

ARTICLE II

All of the work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

ARTICLE III

No alterations in the work shall be made except upon written order of the County. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be stated in said order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the work, which do not exceed \$500.00, may be ordered in writing by the Director of the Department of Public Works of the County of Stanislaus. All other changes, additions, or alterations in the work shall be by order of the Stanislaus County Purchasing Division of the County of Stanislaus.

ARTICLE IV

The Contractor shall commence the work within ten (10) working days after the date specified in the Notice to Proceed given to him, and shall prosecute said work in a prompt, diligent and workmanlike manner. The Contractor shall complete the work within

**"Seventy-Five Calendar Days"**

of the date of the Notice to Proceed, unless extension or suspension of the work is agreed to in writing by the County. Time is of the essence in this Agreement.

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ARTICLE V

The County agrees to pay and the Contractor agrees to accept in full payment for the work:

**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY ESTIMATE**

ITEM NO.	ITEM	UOM	QTY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
	3 PARTS				
1	Ornamental Iron Fencing and Gates				\$74,746.00
2	New Chain Link Fencing and Gates				\$18,629.00
3	Repair and Upgrade to Existing Fencing				\$4,767.00
4	<b>PERFORMANCE BOND</b>		100%		\$1,472.13
5	<b>PAYMENT BOND</b>		100%		\$1,472.13

PROJECT TOTAL \$101,086.26

*M7*  
*Ble*  
*vcl*

The County shall pay to the Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety percent (90%) of the cost of the work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of ten percent (10%) of the contract price shall be due the Contractor 35 days after acceptance of the work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.15 of the General Conditions of the contract documents without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

**ARTICLE VI**

Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract work. Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

ARTICLE VII

The Contractor shall take out, and maintain during the life of the contract, insurance policies as described in Section 2.16 of the General Conditions of the contract documents.

ARTICLE VIII

The Contractor shall indemnify, defend, and save harmless Stanislaus County and all officers and employees thereof connected with the work from all claims, suits or actions of every name, kind and description, brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public, or damage to property resulting from the performance of the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Contractor waives any and all rights to any type of express or implied indemnity against the County, its officers or employees.

ARTICLE IX

When the work is completed and ready for final inspection, the Contractor shall notify the County which shall make such final inspection within five (5) days after notice.

If the County shall approve the work and find that the work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

ARTICLE X

The Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works, and Sections 2.13, 2.18, 2.19, 2.20, 2.21, and 2.22 of the General Conditions are hereby referred to and incorporated herein as if fully set forth. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates.

ARTICLE XI

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Director of the Department of Public Works.

ARTICLE XII

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

ARTICLE XIII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and

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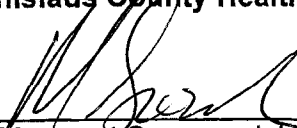
the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

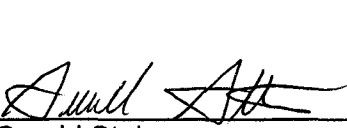
ARTICLE XIV

Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of the Department of Public Works.

**COUNTY OF STANISLAUS**  
**Stanislaus County Health Services Agency**

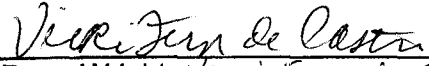
**INDUSTRIAL FENCE CO., INC.**

By:   
Margaret Szczepaniak  
Managing Director  
"County"

By:   
Gerald Stokes  
President  
"Contractor"

Taxpayer Identification No. \_\_\_\_\_

APPROVED AS TO FORM:  
Michael H. Krausnick  
County Counsel

By:   
~~Dean Wright~~ Vicki Fern de Castro  
Deputy County Counsel

**NOTE: The Contractor's signature must be acknowledged before a Notary Public Contractor.**

**STANISLAUS COUNTY PURCHASING DIVISION  
FOR**

**STANISLAUS HEALTH SERVICES AGENCY  
BID #04-02-BLS**

**TECHNICAL SPECIFICATIONS**

The intent of this project is to provide security fencing at County Center II, 830 Scenic Drive, Modesto, California. Site Drawing A-1 depicts the locations, type of fencing and repairs to be provided. A map of fence locations is attached. (Download from website will be in .pdf format at end of this document.)

After hour work will be required in several areas to accommodate public traffic.

**It is the responsibility of the contractor to verify distance or running feet of length of fencing prior to submitting bid. All corners and direction changes are to be braced.**

The locations of all underground utilities known to the County on their property will be provided to the contractor. The contractor will use all necessary resources to locate underground utilities at or near property lines and all other impacted areas. The contractor is to use due diligence to survey the impacted areas for any other unknown underground utilities, or indications of underground utilities that could be damaged. Potholing may be necessary at the contractor's discretion.

The contractor is responsible to repair any damage done to underground utilities that are identified in the manner mentioned above. The County will be responsible for any damage done to underground utilities that are not identified in the above-mentioned process.

**I. CHAIN LINK FENCES AND GATES**

**1 PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Galvanized fence framework, galvanized fabric and galvanized accessories.**
- B. Excavation for post bases.
- C. Concrete anchorage for posts and center drop for gates.
- D. Manual gates and related hardware.



## 1.2 REFERENCES

- A. **ANSI/ASTM A123 – Zinc (Hot Galvanized) Coatings of Products**  
Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strips.
- B. ANSI/ASTM F567 – Installation of Chain Link Fence.
- C. ASTM A120 – Pipe, Steel, Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless, for Ordinary Uses.
- D. ASTM C94 – Ready-Mixed Concrete.
- E. FS RR – F – 191 – Fencing, Wire and Post, Metal.

## 1.3 QUALITY ASSURANCE

- A. **Manufacturer: Company specializing in commercial quality chain link fencing with three years of documented experience.**
- B. Installation: ANSI/ASTM F567
- C. Single Source Responsibility: Obtain chain link fences and gates, including accessories, fittings and fastenings, from a single source manufacture.

## 1.4 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01300.
- B. Include plan layout, grid, spacing of components, accessories, fittings, hardware, anchorage and schedule of components.
- C. Submit manufacturer's installation instructions under provisions of Section 01300.
- D. Submit samples under provisions of Section 01300.

## 2 PART 2 PRODUCTS

### 2.1 FABRIC

- A. Selvage: Knuckled on both selvages.

B. Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" and with requirements indicated below.

1. Mesh and Wire Size: 2 inch mesh, .148 inch diameter (9 gauge).
2. Coating: ASTM A 817, Type 2, Class 1, zinc-coated (galvanized) applied after weaving.

## 2.2 FRAMING

A. Round member sized are given in actual outside diameter (OD) to the nearest thousandth of inches. Round fence posts and rails are often referred to in ASTM standard specifications by nominal pipe sizes (NPS) or the equivalent trade sizes in inches. The following indicates these equivalents all measured in inches:

ACTUAL OD	NPS SIZE	TRADE SIZE
1.315	1	1-3/8
1.660	1-1/4	1-5/8
1.900	1-1/2	2
2.375	2	2-1/12
2.875	2-1/2	3
3.500	3	3-1/2
4.000	3-1/2	4
6.625	6	6-5/8
8.625	8	8-5/8

B. Type 1 Round Posts: Standard weight (schedule 40) galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of the ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per sq. ft. Type A coating inside and outside according to ASTM F 1234, as determined by ASTM a 90, and weights per foot as follows:

ACTUAL OD	Weight (lb/ft)	NPS SIZE
1.315	1.68	1
1.660	2.27	1-1/4
1.900	2.72	1-1/2
2.375	3.65	2
2.875	5.79	2-1/2
3.500	7.58	3
4.000	9.11	3-1/2
6.625	8.97	6
8.625	28.55	8

C. Type 11 Round Posts: Cold-formed, electric-welded steel pipe conforming to heavy industrial requirements of ASTM F 669, Group IC, with minimum yield strength of 50,000 psi, either protective coating system below according to ASTM F 1234, and weights per foot as follows:

1. Coatings: Type B outside with a minimum of a 0.9 oz. of zinc per sq. ft. after welding, a chromate conversion coating and a clear polymer overcoat. Type B inside with a minimum of 0.9 oz. of zinc per sq. ft. or Type D inside with a minimum 0.3-mil. thick, 81-percent zinc-pigmented nominal coating.
2. Coatings: Type C inside and outside with not less than 0.9 oz. of zinc-5 percent aluminum-mischmetal alloy per sq. ft.

ACTUAL OD	Weight (lb/ft)	NPS SIZE
1.315	1.35	1
1.660	1.84	1-1/4
1.900	2.28	1-1/2
2.375	3.12	2
2.875	4.64	2-1/2
3.500	5.71	3
4.000	6.56	3-1/2

D. Roll formed shapes will be considered for approval if they meet or exceed pipe requirements.

E. Top Rail, Center Rail, and Bottom Rail: Manufacturers longest lengths (17 to 21 feet) with sleeved coupling approximately 6 inches long. Provide bands and rail ends for attaching rails securely to each gate, corner, pull and end posts.

1. Round Steel: 1.660-inch O.D. Type 1 or 11 steel pipe.

F. Steel Posts:

1. Round line or intermediate posts; 2.375 inch O.D. Type 1 or 11 steel pipe or as detailed.
2. End, Corner and Pull Posts; 2.875 inch O.D. Type 1 or 11 steel pipe or as detailed.

G. Swing Gate Post; Furnish posts to support single gate leaf or one leaf of a double gate sized a follows:

1. 2.875 inch O.D. pipe, Type 1 or 11 for gate leaves, 6 feet or less in height and opening of 5 feet or less in width.
2. 4-inch O.D. pipe, Type 1 or 11 for gates leaves over 6 feet in height and to 12 feet in width.
3. As Detailed.

### 2.3 FITTING AND ACCESSORIES

- A. Material: Comply with ASTM F 6.26 Mill-finished aluminum or galvanized iron or steel to suit manufacturer's standards.
  1. Steel and Iron: Unless specified otherwise, hot-dip galvanize pressed steel or cast-iron fence fittings and accessories with at least 1.2 oz. zinc per sq. ft. as determined by ASTM A 90.
- B. Corner, Terminal and Gate Post Caps: Provide weather tight closure cap for each post. Each cap shall be set screw retained or tack welded.
- C. Post and Line Caps: Provide weather tight closure cap for each post. Provide Line post caps with loop to receive tension wire or top rail.
- D. Post Brace Assembly: Manufacturer's standard adjustable brace. Use materials specified below for brace, and truss to line posts with 3/8-inch diameter rod and adjustable tightener. Provide manufacturer's standard galvanized-steel or cast-iron cap for each end.
  1. Round Steel: 1,660 inch OD Type 1 or 11 steel pipe.
- E. Tension or Stretcher Bars: Hot-dip galvanized steel with a minimum length 2 inches less than the full height of fabric, a minimum cross section of 3/16 inch by 3/4 inch, and a minimum of 1.2 oz. of zinc coating per sq. ft. Provided one bar for each gate and end post, and two for each corner and pull post.
- F. Tension and Brace Bands: 3/4 inch wide minimum hot dip galvanized steel with a minimum of 1.2 oz. of zinc coating per sq. ft.
  1. Tension Bands: 0.074-inch thick (14-gauge) minimum.
  2. Brace Bands: 0.105-inch thick (12-gauge) minimum.

- G. Tension Wire: 0.177 inch diameter metallic-coated steel marcelled tension wire conforming to ASTM A 824 with finish to match fabric.
  - 1. Coating Type 11 zinc in the following class as determined by ASTM A 90.
    - a. Class 3, with a minimum coating weight of 2.00 oz. per sq. ft. of uncoated wire surface.
- H. Tie Wires: 0.148 inch diameter (9 gauge) galvanized steel with a minimum of 0.80 oz. per sq. ft. of zinc coating according to ASTM A 641, Class 3.

## 2.4 CONCRETE

- A. Concrete: Provide concrete consisting of Portland cement per ASTM C 150, Aggregates per ASTM C 33, and potable water. Mix materials to obtain concrete with a minimum of 28-day compressive strength of 3000 psi. Use at least four sacks of cement per cu. Yd., 1-inch maximum size aggregate, and 3-inch maximum slump.

## 2.5 GATES

- A. Fabricate perimeter frames of gates from same materials and finish as fence framework. Assemble gate frames by welding; provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frames members maximum of 8 feet apart unless otherwise indicated. Gateposts that will be located in existing concrete or asphalt shall be core-drilled to a size appropriate for the installation of concrete to set posts in place. All person gates will accommodate the width of the concrete walkway at each location but not less than 4 feet to accommodate mowers.
  - 1. Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bars and bands and to top and bottom of frame with tie wire.
- A. Swing Gates: Comply with ASTM F 900.
  - 1. Steel Gates up to 8 feet wide.
    - a. Up to 6 feet high: Fabricate perimeter frames of 1.660-inch minimum OD Type 1 or 11 steel pipe.
    - b. Over 6 feet high: Fabricate perimeter frames of 1.90 inch minimum OD Type 1 or 11 steel pipe.

2. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:
  - a. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide 1-1/2 pair of hinges for each leaf over 4-foot nominal height.
  - b. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.
  - c. Keeper: Provide at each gate leaf.
  - d. Gate Stops: Provide gate stops for double gates, set in concrete, and designed to engage a center drop rod or plunger bar. Include a locking device and padlock eyes as an integral part of the latch, permitting both gate leaves to be locked with a single padlock.

### 3. PART 3 EXECUTION

#### 3.1 INSTALLATIONS

- A. General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
  1. Apply fabric to outside of framework. Install fencing on boundary lines inside of property line established by survey as required by Division 1.
- B. Excavating: Drill or hand-excavate (using post-hole digger) holes for posts to diameter and spacing indicated, in firm, undisturbed or compacted soil.
  1. Unless otherwise indicated, excavate a 12-inch hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.
- C. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation. Space a maximum of 10 feet o.c., unless otherwise indicated.
  1. Protect portion of posts above ground from concrete splatter. Check each post for vertical and top alignment, and hold in position during placement and finishing operation.
- D. Top Rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to posts or

post caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.

- E. **Brace Assemblies:** Install braces at end and gateposts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and at 1 foot below fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- F. **Bottom Tension Wire:** Install tension wire within 6 inches of bottom of fabric before stretching fabric and tie to each post with not less than same gauge and type of wire. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120 inch diameter (9-gauge) hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c.
- G. **Fabric:** Pull fabric taut and tie to posts, rail and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains under tension after pulling force is released.
- H. **Tension or Stretcher Bars:** Thread through fabric and secure to end, corner, pull and gate posts with tension bands spaced not over 15 inches o.c.
- I. **Tie Wires:** Use wire of proper length to secure fabric firmly to posts and rails. Bend ends of wire to minimize hazard to persons or clothing.
- J. **Fasteners:** Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends or bolts or score threads to prevent removal of nuts for added security.

### **3.2 GATE INSTALLATION**

- A. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. Install gates according to manufacturer's instructions, plumb, level and secure.

### **3.3. ADJUSTING**

- A. **Gates:** After repeated operation of completed installation equivalent to 3 days use by normal traffic readjust gates for optimum operating condition and safety. Lubricate operating equipment and clean exposed surfaces.

### **3.4. EXISTING FENCE**

- A. Any openings between the bottom of existing fencing material and the soil will require a new single strand wire to impair access.
- B. The installation of the new 3-strand Barbed wire will require disassembly of the

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Top-Rail and replacement of existing Eye-Tops with the new Barb-Arms.

**END OF SECTION**



## II. ORNAMENTAL IRON FENCING

### A. GATE LOCKS: All locks or locking devices are to be compatible with existing County "Best" Figure 8 IC core systems. **No substitution.**

1. All person gates will lock closed with a BEST dead bolt type lock (The Contractor will provide patented KABA uncombined cores and uncut keys) and have a provision to lock with the same lock in the open position.
2. Provide BEST type Pad-locks (The Contractor will provide patented KABA uncombined cores and uncut keys) at each vehicle gate, enough to secure in both open and closed positions.  
Provide City of Modesto Approved Knox-Box device (Part #3266 hinged door surface mount) mounted on post at each vehicle gate.

### B. County Lock Shop will combine cores and cut keys provided by the Contractor.

## Part 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Ornamental iron fencing and components including fence panels, posts, panel hangers, cantilevered sliding gates, swinging gates and accessories. All labor, materials and supplies needed for professional installation.

### 1.02 RELATED SECTIONS

- A. Section 02200 - Earthwork
- B. Section 02210 – Landscape Grading
- C. Section 02514 – Portland Cement Concrete Paving

### 1.03 REFERENCES

- A. ASTM A653 Standard Specifications for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
- B. ASTM A787-96 Standard Specifications for Electric-Resistance-Welded Metallic-Coated Carbon Steel Mechanical Tubing.

### 1.04 SUBMITTALS

- A. Shop Drawings: Elevation Drawings of Individual Fence Panels and each Gate size and type.
- B. Product Data: Manufacturer's catalog cuts including material compliance and specified options.
- C. Samples: Color selections for powder coated finishes.

## **1.05 QUALITY ASSURANCE**

- A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials and techniques specified.

## **1.06 DELIVERY, HANDLING AND STORAGE**

- A. Deliver prefabricated fence panels, gates, posts and accessories to project site, completely assembled and pre-finished. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping. Materials shall be handled and stored properly to protect against damage and theft at job site.

## **Part 2 PRODUCTS**

### **2.01 MANUFACTURER**

- A. The ornamental iron fencing including cantilevered and swinging gate systems shall conform to designs and patterns as shown on the drawings. The manufacturer shall supply a total ornamental metal fencing system of the design, style, strength and picket spacing defined herein. The system includes all material and finishes as required in the plans and specifications.

### **2.02 MATERIAL**

- A. The material for the fence framework (i.e., pickets, rails and posts) shall be manufactured from electrically welded pre-galvanized tubing having yield strength of 50,000 psi and a tensile strength of 50,000 psi.
1. Pickets shall be minimum 1"x2" square tubing with 14-gauge wall thickness, built for a 4" space between pickets.
  2. Rails shall be minimum 2" square tubing with 11-gauge wall thickness, lengths as required not to exceed ten feet on center.
  3. Posts shall be minimum 2-1/2 " square tubing with 11-gauge wall thickness, length of post as shown on the drawings. Pickets, rails and posts to be cut, pressed and located as indicated in the shop drawings.
  4. Gateposts shall be a minimum 4-inch square with an 11-gauge wall thickness.
  5. Support posts within the gate assemblies shall be a minimum 2-inch square with a 14-gauge wall thickness.
  6. Gate frames to be 2-inch square posts with 11-gauge wall thickness.
  7. Provide hardware brackets of 11-gauge material sized to accept padlocks to lock gate in the closed and open positions.
  8. Rails and pickets shall be Electro-MIG welded per the final approved shop drawings. Kit type field assembled panels are not acceptable.
  9. Posts shall have zinc plated press-on type steel caps. Base detail shall be drilled base plate, sleeve, footing or pier as indicated in the design drawings.

10. The fence panel assembly shall be subjected to a five-stage iron phosphate pre treatment cleaning system to remove foreign material and prepare the panel assembly for finish coat.
11. Powder Coat: Minimum 2 – 4 mil thickness of high quality TGIC polyester resin by electrostatic spray process followed by a cure cycle of a minimum of 25 minutes at 400 degrees F (232 degrees C), metal temperature. Color as indicated in the design and shop drawings. Powder coated finish shall meet or exceed all pertinent ASTM testing standards.
12. Fence panel sections shall be capable of supporting a 1000 lb. load applied mid-span with minimal deflection and no permanent deformation.
13. Provide post caps of size required to fit each post of galvanized-formed steel finished to match fence coating and color. Provide one post cap for each post. Attach to posts.

## **2.03 SETTING MATERIAL**

- A. Concrete: as specified in section 02514.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Verify areas to receive fencing are completed to final grades, elevations and materials.
- B. Ensure property lines, utility routing and legal boundaries of work are clearly established.
- C. Coordinate fence installation with work of other sections listed in these specifications.

### **3.02 INSTALLATION**

- A. Install fence in accordance with manufacturers' instructions and Architect's drawings.
- B. Space posts at dimensions indicated in the shop drawings. Attach fence panels to posts using stainless steel panel hanger brackets supplied by manufacturer. Screws shall be tamper resistant, self-drilling and tapping. Do not field weld panels to posts so as not to damage factory applied finish.
- C. Avoid unnecessary cutting, drilling and welding of pre-finished fence panels.
- D. All field welds shall be ground smooth.
- E. If necessary to cut drill, weld or otherwise modify panels due to field conditions, repair factory finish as outlined in section 3.02 F.
- F. Touch-up any necessary areas by lightly sanding; apply a zinc-rich cold galvanizing primer followed by a high quality acrylic paint to match finish. Touch up paint is available from the manufacturer.
- G. The top rail shall remain level across the entire run.
- H. The bottom rail shall be kept 4-inches clear of surface below and follow contour of finish grade.
- I. Install gates plumb, level and secure for full opening required without interference. Gateposts that will be located in existing concrete or asphalt shall be core-drilled to size appropriate for the installation of concrete to set posts in place. All person gates will

accommodate the width of the concrete walkway at each location but not less than 4 feet to accommodate mowers.

- J. Attach hardware by means that will prevent unauthorized removal.
- K. Adjust hardware and gates for smooth operation.
- L. Install post caps and accessories to provide a complete fence and gate installation.
- M. All vehicle gates will use recessed type V-Groove roller system.

### **3.03 CLEANING**

- A. Fence contractor shall remove unused material, level uneven areas due to excavations created by fence installations and clean fence of any installation related concrete, dirt or debris.

**END SECTION**

**2.00 GENERAL CONDITIONS.**

**2.01 OWNER.** The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

**2.02 BOARD.** The term "Board", where used herein, shall mean the Stanislaus County Purchasing Division of the County of Stanislaus, California.

**2.03 ENGINEER.** The Director of Public Works shall supervise and be responsible for the work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Director of the Department of Public Works of the County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**2.04 CONTRACTOR.** The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the work described and specified herein has been awarded to by the Board.

**2.05 SUBCONTRACTOR.** The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the work or portion of the work described and specified herein.

**2.06 WORK.** The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

**2.07 CONTRACT DOCUMENTS.** The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

**2.08 DOCUMENT CLARITY.** The Contractor's attention is directed Government Code section 27361.7, which requires that documents will reproduce readable photographic record:

"Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the Recorder may require the person presenting it for record to substitute a legible copy of the first document by handwriting or typewriting and attach the same to the original as part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original. As used in this section, the word 'text' includes the notary seal, certificates and other appendages thereto."

**2.09 COMPLETE CONTRACT.** The complete contract consists of all of the contract documents.

**2.10 PLANS AND SPECIFICATIONS.** The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

**2.11 AGREEMENT.** The Contractor to whom the work is awarded shall, within eight days after receipt of the contract documents as mailed by the Department of Public Works, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

**2.12 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES.** Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work.

**2.13 PERMITS AND LICENSES.** All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

**2.14 INSPECTION OF WORK.** A representative of the Owner shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Department of Public Works regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

**2.15 BONDS.** The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

**2.16 INSURANCE.**

**2.16.1 Scope of Coverage.** Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form which uses a general aggregate limit, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Fire Insurance. Builder's Risk Fire Insurance, including Extended Coverage and Vandalism and Malicious Mischief endorsements, jointly in the name

of the Owner and the Contractor, such insurance at all times to be of sufficient amount to cover fully all loss or damage to the work under this agreement, resulting from fire and perils covered by the above-referenced endorsements, with limits of not less than one hundred percent of the contract price.

(c) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(d) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

**2.16.2 Deductibles, Self-insured Retentions and Named Insureds.** Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Owner. At the option of the Owner, either: (a) the insurer shall reduce or eliminate such deductibles; self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.

**2.16.3 Additional Insured.** The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the Owner and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the Owner and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

**2.16.4 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance regarding the Owner and Owner's officers, officials and employees. Any insurance or self-insurance maintained by the Owner or Owner's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

**2.16.5 Compliance.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or its officers, officials, employees or volunteers.

**2.16.6 Application of Insurance.** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2.16.7 Notice of Cancellation.** Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after Ninety (90) days' prior written notice by certified mail, return receipt requested, has been given to Owner.

**2.16.8 Acceptability of Insurers.** Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII.

**2.16.9 Subcontractors.** Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

**2.16.10 Verification of Coverage.** At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

**2.16.11 Limitation of Liability.** The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## **2.17 DEFENSE AND INDEMNIFICATION.**

**2.17.1 Contractor Indemnification.** Contractor and its officers, employees, agents, representatives or subcontractors shall defend, indemnify and hold harmless the Owner and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with the performance of this Agreement by Contractor or Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part, directly or indirectly, by any act or omission of the Contractor and its officers, employees, agents, representatives, subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

**2.17.2 Effect of Insurance.** Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless under the provisions of this paragraph is



not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

**2.17.3 Owner Indemnification.** To the extent permitted by law, the Owner shall defend, indemnify and hold harmless Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of Owner and its officers or employees.

**2.18 ASSIGNMENT OF CONTRACT.** The Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

**2.19 EIGHT-HOUR DAY.** The time of service of any laborer, workman, or mechanic employed upon any of the work herein specified is limited and restricted to eight (8) hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day and not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall forfeit, as a penalty to the owner \$25.00 for each laborer, workman or mechanic employed in the execution of this contract by him or by any subcontractor under him, upon any public work herein specified for each calendar day or week during which any laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and said sums and amount which shall have been so forfeited pursuant to this paragraph and said provisions of said Labor Code shall be withheld and retained from payment due to the Contractor under this contract, pursuant to this contract and the said terms of said Code; but no sums shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Board.

**2.20 PREVAILING WAGES.** The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of the contract. The Contractor is required to post a copy of these prevailing wage rates on the job site.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as

provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Owner on the contract.

**2.21 PAYROLLS AND BASIC RECORDS.** The Contractor shall meet the requirements of Section 7-1.01A(3), "Payroll Records", of the State of California Standard Specifications. The Contractor shall be responsible for compliance by his subcontractors.

**2.22 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

**2.23 STANDARD SPECIFICATIONS AND CODES.** All work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Code Title 16, Chap. 16.05 (Uniform Building Code, 1994 Edition)  
Stanislaus County Code Title 16, Chap. 16.10 (Uniform Plumbing Code, 1994 Edition)  
Stanislaus County Code Title 16, Chap. 16.15 (National Electric Code, 1993 Edition)  
Stanislaus County Code Title 16, Chap. 16.20 (Uniform Mechanical Code, 1994 Edition)  
Standard Specifications, State of California, Department of Transportation (@@6)  
Stanislaus County Improvement Standards  
California Building Code (California Code of Regulations, Title 24, Part 2)

**2.24 TAXES.** Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

**2.25 TIME FOR COMPLETION AND LIQUIDATED DAMAGES.** The work to be performed under this contract shall be completed within

**""Seventy-five (75) Calendar Days""**

from the date of Notice to Proceed. Should the Contractor fail to complete this contract and the work provided for therein within the fixed time for such completion, the parties hereto agree that it would be impracticable or extremely difficult to fix the actual damage, and therefore agree that the Contractor shall be liable to the Owner and may be assessed by the Owner in the sum of five hundred dollars (\$500.00) per day for each calendar day this contract is delayed beyond the time of completion above agreed upon by failure of the Contractor to complete the contract as specified. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any other claim for damage because of such delay, and shall not be construed as a penalty.

**2.26 PREFERENCES.** Price and quality being equal, preference shall be given by the Contractor to Stanislaus County products.

**2.27 DEFECTS IN WORK.** The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

**2.28 DEVIATION FROM PLANS AND SPECIFICATIONS.** No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

**2.29 BRANDS.** Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. The successful bidder shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

**2.30 NEW MATERIALS.** All materials used in the work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the work. All work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

**2.31 ABANDONMENT OF WORK.** Should the Contractor abandon the work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to

receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

**2.32 OCCUPANCY OF BUILDING.** The Owner reserves the right to occupy or use any part or parts or the entirety of the building or project upon which the work is to be performed during the performance of the work. The exercising of this right shall in no way constitute an acceptance of such part or parts of the work, nor shall it in any way effect the date and time when the work is to be completed, nor shall it in any way prejudice the Owner's rights in the Contractor any bond guaranteeing the same; this contract is to be deemed completed only when all of the work contracted for shall be duly and properly performed and accepted by the Board.

**2.33 EXTENSION OF TIME.** If it appears to the Contractor that he will not complete the work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

**2.34 SUSPENSION OF WORK.** Should the Owner, for any cause, authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the work as above required.

**2.35 JUSTIFIABLE DELAYS.** The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.31 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the work completed and let a new contract for the completion of the remainder of the work herein specified.

**2.36 PATENTS AND ROYALTIES.** If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**2.37 EXAMINATION OF SITE.** The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the work is to be performed. No allowance or claims on his behalf will be made for

any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

**2.38 DAMAGE TO OTHERS.** The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

**2.39 SURVEYS AND GRADES.** The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

**2.40 SHOP DRAWINGS.** The Contractor shall furnish two (2) copies of shop drawings for all steel, miscellaneous iron, electrical and sheet metal work at such time as to cause no delay in his own or other person's work. The Engineer shall, with reasonable promptness, check the drawings, making corrections, and return them for fabrication; two (2) copies of the corrected drawings used for fabrication shall be returned to the Engineer. The drawings shall not relieve the Contractor from any errors made in fabrication or deviation from original plans and specifications unless such deviation has been specifically permitted in writing by the Director of the Department of Public Works.

**2.41 CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Director of Public Works.

**2.42 CHANGES IN WORK.** The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the project.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of work required by that change order. Furthermore, the amount agreed upon as the value of extra work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing of that change order.

**2.43 CLEANING UP.** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

**2.44 SUPERVISION.** The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

**2.45 APPRENTICESHIP STANDARDS.** This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the 90 days prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or

- (d) When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employees registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### **2.46 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**2.47 EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

**2.48 HANDICAPPED NON-DISCRIMINATION.** This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by the applicable office of Revenue Sharing Regulations (31 CFR Part 51) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

**2.49 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM.** In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:

(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.



**2.50 CONTRACTS WHICH INVOLVE DIGGING TRENCHES OR EXCAVATIONS.** Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

"Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

"(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

"(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

"(2) Subsurface or latent physical conditions at the site differing from those indicated.

"(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

"(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

"(c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties."

**2.51 ARBITRATION.** The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read as follows:

"Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim."

**2.52 NOTICE OF POTENTIAL CLAIM.** Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read as follows:

~~"9-1.04~~ **Notice of Potential Claim.** The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

"The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

"The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act (Government Code sections 12650 et seq.). The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

"It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

"Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying."

**2.53 FINAL PAYMENT AND CLAIMS.** Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read as follows:

**"9-1.07B Final Payment and Claims.** After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable

to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, 'Changes,' 8-1.06, 'Time of Completion,' 8-1.07, 'Liquidated Damages,' 5-1.116, 'Differing Site Conditions,' 8-1.10, 'Utility and Non-Highway Facilities,' and 9-1.04, 'Notice of Potential Claim,' unless the Contractor has complied with the notice or protest requirements in said sections.

"On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, 'Records,' and 9-1.09, 'Clerical Errors.'

"If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, 'Records,' and 9-1.09, 'Clerical Errors.'

"Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

"The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation

is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

"Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

"Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act (Government Code Section 12650 et. seq.), the undersigned, hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

"Dated \_\_\_\_\_ /s/ \_\_\_\_\_  
\_\_\_\_\_  
(name) \_\_\_\_\_ of  
(title) \_\_\_\_\_  
(company) \_\_\_\_\_

"Subscribed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

"Failure to submit the notarized certificate will be sufficient cause for denying the claim.

"Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

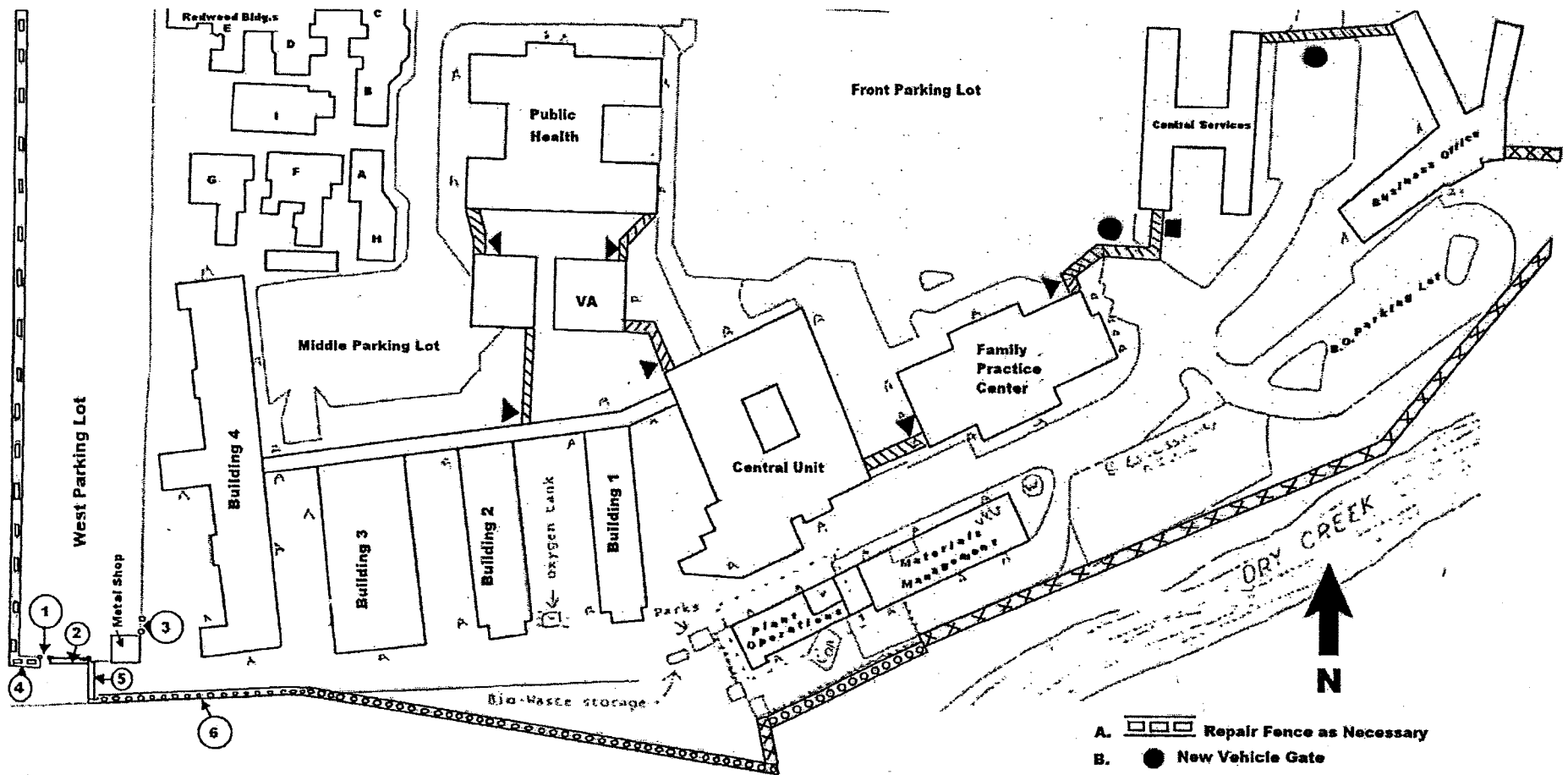
"Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

"The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

[Click Here to Return to Agenda](#)

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, 'Records,' and 9-1.09, 'Clerical Errors.'"

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**West Parking Lot Changes:**

- 1 Close off pedestrian opening with chain link fencing material.
- 2 New Chain-link type roll gate with recessed V-Groove and 3-Strand Barbed wire the same height as existing fencing.
- 3 Provide new 4 foot by 6 foot person gate in the opening between Building 4 and the Metal Shop. This gate needs the same lock open and closed provision.
- 4 Repair fence between the new alley vehicle double swing gate and the west end fence along the alley as necessary.
- 5 Provide new 25 foot by 7 foot w/ 3-strand Barbed wire double vehicle swing gate at new location across alley. Gates will require a latch post to lock gates in open position.
- 6 Extend the fencing up-grades along the back of property from the original alley vehicle gate location to the new vehicle swing gate location.

- A. Repair Fence as Necessary
- B. New Vehicle Gate
- C. New Person Gate
- D. New 10' Wide Person Gate
- E. New Wrought Iron Fencing
- F. New Chain-Link Fencing w/3-Strand Top
- G. Install 3 Strand Top & Repair as Necessary



PURCHASING AGENT  
 1010 Tenth Street, Suite #5400, Modesto, CA 95354  
 PO Box 3229, Modesto, CA 95353-3229  
 Phone: (209) 525-6319  
 Fax: (209) 525-7787

# INVITATION TO BID

## BID NO. 04-02-BLS

CONTRACT SPECIFICATIONS FOR:  
**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY**

BIDS MUST BE RECEIVED PRIOR TO 2:30 P.M. ON:  
**MARCH 12, 2004**

DELIVER TO: STANISLAUS COUNTY PURCHASING DIVISION  
 1010 TENTH STREET SUITE #5400, MODESTO, CA  
 95354

PRE-BID CONFERENCE:	<b>MARCH 3, 2004 AT 9:00 A.M.</b>			
MANDATORY:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
LOCATION:	HEALTH SERVICES AGENCY			
	830 SCENIC DRIVE			
	MODESTO CA 95350			

NAME AND ADDRESS OF VENDOR SUBMITTING BID	
NAME:	INDUSTRIAL FENCE COMPANY, INC.
ADDRESS:	1520 PRINCETON AVE MODESTO, CA 95350
PHONE:	525-9711
FAX:	529-3983

BID TO THE COUNTY OF  
STANISLAUS MODESTO, CALIFORNIA  
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE  
PURCHASING DIVISION  
1010 TENTH STREET, SUITE 5400  
MODESTO, CA 95354  
PRIOR TO 2:30 P.M.

FOR: SECURITY FENCE AT  
STANISLAUS HEALTH  
SERVICES AGENCY

DATE: MARCH 12, 2004

BID NO. 04-02-BLS

Name of Proposer INDUSTRIAL FENCE INC. Telephone 525-9711  
Fax Number 529-3983 Email Address IFENCE1@aol.com

Type of Business  Individual doing business under own name  Corporations  
 Individual doing business using a firm name  Partnership  
 Joint Venture (Please attach Joint Venture Agreement)

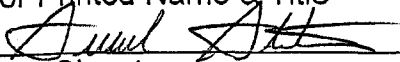
Business Address: 1520 PRINCETON AVE MODESTO, CA 9535  
Street City State Zip Code

To The County of Stanislaus:

The undersigned, as proposer, certifies under the penalty of perjury that the only persons or parties interested in this Bid as principals are those named herein as proposer; that this Bid is made without collusion with any other person, firm, or corporation; that in submitting this Bid the undersigned has examined the "General Conditions and Instructions to proposers" and the specifications; that the undersigned proposes and agrees if this Bid is accepted, the undersigned will execute and fully perform the contract for which Bids are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefor, the prices set forth in the attached schedule.

GERALD STOKES, PRESIDENT, INDUSTRIAL FENCE CO., INC.

Type or Printed Name & Title

  
Signature

P.O. Box 578321 MODESTO, CA 95357  
Address (If different than above business address)



**DECLARATION UNDER PENALTY OF PERJURY**

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the Bid.  
If bidder is: (Example)

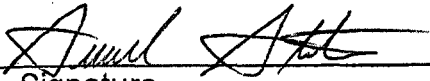
To be signed by authorized corporate officer or partner or individual submitting the BID.

EXAMPLE

If bidder is: Sign:

- 1. An individual doing business under own name ..... Your name only
- 2. An individual using a firm name.... John Doe, an individual doing business as Blank Company
- 3. A partnership ..... John Doe and Richard Roe, partners doing business as Blank Company, By John Doe, partner
- 4. A Corporation ..... Blank Company, by John Doe, secretary (or other title)

INDUSTRIAL FENCE CO., INC., by GERALD STOKES, PRESIDENT  
Type or Printed Name & Title

  
Signature

P.O. Box 578321 Modesto, CA 95357  
Address (if different than above business address)

**FOR COUNTY USE ONLY**

Bid was opened on above date and at prescribed place.

Bid bond required: [ ] No [X] Yes Amount: \$ 10% AMOUNT OF BID

Received: [ ] Cashiers or Certified Check drawn on a California bank  
[ ] Surety Bond

Stanislaus County Purchasing Division

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

**No Bid is in legal form unless in full compliance with the following instructions.**

1. Bid must be submitted on the form provided by and made available at the Office of the Stanislaus County Purchasing Division. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided may not be considered by Purchasing.

Mistakes must be corrected and the correction inserted; correction must be initialed in ink by the person signing the Bid.

Bids shall be delivered to the County Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto, CA 95354 prior to 2:30 p.m. on MARCH 12, 2004. Bids received after that time will be returned unopened to the respective Bidder and will not be considered for evaluation.

All Bids shall be submitted in a sealed envelope and clearly identified on the outside to read:

- a) SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY
- b) BID NO. 04-02-BLS
- c) MARCH 12, 2004

Bids shall be opened in public at 2:30 p.m. on said date.

2. Alternate Bids will be considered unless otherwise stipulated.
3. If required, before execution of the contract or awarding of a bid by the County, the contractor shall file with the County a surety bond satisfactory to the County in the amounts and for the purpose noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.

7. If equipment is proposed, it is to be newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.
8. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.
9. Within Ninety (90) days after the Bid opening, a contract may be awarded by the County to the lowest responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.

In addition to price in determining the lowest responsible bidder, consideration shall be given, but not limited to:

- a. The quality and performance of the supplies to be provided by the bidder;
  - b. The ability, capacity and skill of the bidder to perform the contract or effectuate the transaction;
  - c. The ability of the Bidder to perform the contract or effectuate the transaction within the time specified, without delay;
  - d. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - e. The quality of Bidder's performance on previous purchases by, or contracts with, the County;
  - f. The ability of the Bidder to provide future maintenance, repair parts and services for the supplies provided.
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

**SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.**

## ADDITIONAL TERMS AND CONDITIONS

### Conference (Pre-Bid)

As a prospective Contractor, you are required to attend a pre-bid conference to be held at **9:00 a.m. on MARCH 3, 2004 at 830 Scenic Drive, Modesto, California**. Failure to attend this conference will result in rejection of your bid.

Bid packages will be made available only through time and date of above announced Pre-Bid Conference. Subsequent addenda, if applicable, will be furnished only to those Contractors who attend the Pre-Bid Conference.

### Address Change

Vendors are responsible for notifying the Stanislaus County Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County Purchasing Division, P. O. Box 3229, Modesto, CA 95354.

### Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County Purchasing Division  
1010 Tenth Street, Suite 5400  
Modesto, CA 95354  
Attn: Louise Summerlot  
(209) 525-6354  
Fax: (209) 525-7787  
Email: [Summerl@mail.co.stanislaus.ca.us](mailto:Summerl@mail.co.stanislaus.ca.us)

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least **five (5) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

### **Exceptions**

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

### **Award**

The County of Stanislaus reserves the right to award this contract to the Contractor whose total aggregate bid is most responsive to the needs of the County. An evaluation of the Contractor's ability, quality, and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

### **Termination For Default**

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

### **Default By Contractor**

In case of default by Contractor, the County reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by the County thereof.

### **Liquidated Damages**

The amount of the liquidated damages to be paid by Contractor to the County for failure to complete the entire work by the completion date (as extended, if applicable) will be \$500.00 for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the County resulting from Contractor's default.

### **Governing Law and Venue**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for

**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY  
BID NO. 04-02-BLS  
MARCH 12, 2004**

Bids shall be submitted in sealed envelopes on the form provided with the specifications for that purpose. Envelopes shall be addressed to the Stanislaus County Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354, and plainly marked:

**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY  
BID NO. 04-02-BLS  
MARCH 12, 2004**

and delivered to the Stanislaus County Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354, on **MARCH 12, 2004, 2:30 p.m.**, at which time and place the bids will be publicly opened and read. The contract will be awarded on the basis of a single bid for the complete job.

Specifications are available at the Stanislaus County Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354. For any questions, please call Purchasing at **(209) 525-6319**.

Your particular attention is directed to the "Information for Bidders" and "General Conditions" included in the specifications, which is to be followed in all respects. In particular, your attention is directed to the handicapped, non-discrimination clause contained in the General Conditions, Section 2.48 which complies with Section 504 of the Rehabilitation Act of 1973. A bidders bond or its equivalent will **not** be required.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations now on file with the Department of Public Works, and which are a part of the contract.

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.15 without retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies which would otherwise be withheld by the County. Said securities shall be as provided in Section 4590 of the California Government Code and shall be approved by the County as to both sufficiency and form.

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered this \_\_\_\_\_, 2004.

**1.00 INFORMATION FOR BIDDERS.**

**1.01 DATE AND PLACE FOR OPENING BIDS.** Pursuant to the "Invitation to Bidders", sealed Bids for performing the work will be received by the Stanislaus County Purchasing Division.

At the place and time set forth in said notice, they will be publicly opened and read. The awarding of the contract, if awarded, will be made by said Stanislaus County Purchasing Division as soon thereafter as practicable.

**1.02 PRINTED FORM OF BIDS.** All Bids must be made upon the blank Form of Bid attached hereto, and should give the price data in figures, and must be signed by the bidder. In accordance with the directions in the Form of Bid, in order to insure consideration the bid should be enclosed in a return envelope furnished by the bidder, and plainly marked: Bid For

**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY  
BID NO. 04-02-BLS  
MARCH 12, 2004**

and addressed to the Stanislaus County Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto, California 95354. No bid may be withdrawn within 30 days after time of opening.

**1.03 OMISSIONS AND DISCREPANCIES.** Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should he be in doubt as to their meaning, he should at once notify the Buyer who may send a written instruction to all bidders.

**1.04 ACCEPTANCE OR REJECTION OF BIDS.** The Stanislaus County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid which omits a bid on any one or more items in the price sheet may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County Purchasing Division reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Stanislaus County Purchasing Division.

**1.05 CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND.** All Bids shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's

check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the Bids are opened, except those which the Stanislaus County Purchasing Division elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days.

**1.06 ACCEPTANCE OF BIDS AND ITS EFFECT.** Within 30 days after the opening of the Bids, the Stanislaus County Purchasing Division will act upon them. The acceptance of a bid will be notice in writing signed by a duly authorized representative of the Stanislaus County Purchasing Division and no other act of the Stanislaus County Purchasing Division shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph 1.07. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Stanislaus County Purchasing Division.

**1.07 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE.** Any bidder whose bid shall be accepted will be required to execute the contract within ten (10) days after the date that the contract documents are mailed to him by the Department of Public Works. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the bid.

The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the bid of such bidder shall be forfeited and applied by the Stanislaus County Purchasing Division as liquidated damages for such breach. In the event any bidder whose bid shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Stanislaus County Purchasing Division may, at its option, determine that such bidder has abandoned the contract and thereupon his bid and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the General Conditions. In such event, the Stanislaus County Purchasing Division may award the contract to the next low responsible bidder or bidders.

**1.08 DETERMINATION OF LOW BIDDER.** Except where the Stanislaus County Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded by said Board to the bidder who has submitted the lowest bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

**1.09 TIME FOR BEGINNING AND COMPLETING THE WORK.** The Contractor shall commence the work within ten (10) working days after the date specified in the Notice to Proceed given to him by the Stanislaus County Purchasing Division to commence work, and he shall complete the work within the specified time. The date of the Notice to Proceed shall constitute the first working day.

**1.10 PRICES.** The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.



**1.11 INTERPRETATION OF ADDENDA.** Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Stanislaus County Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

**1.12 RIGHT TO MAKE CORRECTIONS.** The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

**1.13 SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.13 without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

**FORM OF BID**

STANISLAUS COUNTY PURCHASING DIVISION  
 COUNTY OF STANISLAUS, STATE OF CALIFORNIA

The undersigned bidder has examined the site and all of the documents, plans and specifications for

**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY  
 BID NO. 04-02-BLS  
 MARCH 12, 2004**

The bidder will perform all work and provide all labor, equipment and materials for the completion and operation of the project for which this bid is made, all as set forth on the plans and in the specifications, provided by the Director of the Department of Public Works or other specified agent of the Stanislaus County Purchasing Division, at bid amounts as stated below.

**SECURITY FENCE AT STANISLAUS HEALTH SERVICES AGENCY ESTIMATE**

ITEM NO.	ITEM	UOM	QTY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
	3 PARTS				
1	Ornamental Iron Fencing and Gates				74,746.00
2	New Chain Link Fencing and Gates				18,629.00
3	Repair and Upgrade to Existing Fencing				4,767.00
4	PERFORMANCE BOND		100%		1,472.13
5	PAYMENT BOND		100%		1,472.13

PROJECT TOTAL 101,086.26

[Click Here to Return to Agenda](#)

ADDENDUM NO. 1 DATED March 9 DATE RECEIVED March 9 INITIALS OP  
ADDENDUM NO.     DATED            DATE RECEIVED            INITIALS             
ADDENDUM NO.     DATED            DATE RECEIVED            INITIALS             
ADDENDUM NO.     DATED            DATE RECEIVED            INITIALS           

CONTRACTOR: INDUSTRIAL FENCE CO. INC

ADDRESS: 1520 PRINCETON AVE

MODESTO, CA 95350

PHONE: (209) 525-9711 FAX: (209) 529-3983

The undersigned bidder also agrees as follows:

1. Within ten (10) days from date of the notice of acceptance of bid, the Contractor shall execute the contract and furnish to the Stanislaus County Purchasing Division of the County of Stanislaus satisfactory insurance and contract bonds guaranteeing the faithful performance of the work and General Conditions thereto.
2. To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to complete it within

**"Seventy-five (75) Calendar Days"**

The work shall be so scheduled that existing facilities shall not be disrupted, but shall remain in continuous operation on present schedules.

Accompanying this bid is a bidder's bond issued by a California admitted surety, certified or cashier's check, or cash in the amount of ten percent (10%) of the bid, made payable to the County of Stanislaus, which bond or check is to be retained as liquidated damages should the undersigned be awarded the contract and fail to execute the contract and furnish satisfactory bonds according to the conditions herein specified; otherwise said bidder's bond or check will be returned.

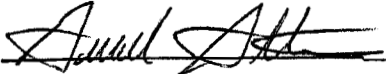
Name of Bidder: INDUSTRIAL FENCE CO., INC

Business Address: 1520 PRINCETON AVE Telephone: 525-9711

City, State, Zip Code: MODESTO, CA 95350

Classification: C-13 License: 796600 License Expiration Date: 6/30/05

Dated: 3-12-04

By   
(Signature)

Name GERALD STOKES


Title PRESIDENT

Note: If incorporated, President, Secretary or Treasurer should sign as such. If partnership, by all partners thereto.

SUBCONTRACTOR LIST

Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of half of one percent of his total bid or \$10,000, whichever is greater, in accordance with the subletting and Subcontracting Fair Practices Act, commencing the Section 4100 of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

	<u>TYPE OF SUBCONTRACT</u>	<u>LICENSE NO.</u>	<u>NAME &amp; ADDRESS OF SUBCONTRACTOR</u>
1.	NONE		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

(Signed)  Contractor

COUNTY OF STANISLAUS

NON-DISCRIMINATION OF THE HANDICAPPED

POLICY STATEMENT

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the County of Stanislaus that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

CERTIFICATION

Each agency, organization, or person seeking a bid, contract or agreement with the County of Stanislaus shall sign a Certification of Compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

**CERTIFICATION OF BIDDER REGARDING  
NON-DISCRIMINATION OF THE HANDICAPPED**

The bidder hereby certifies that he/she/it is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

Name of Bidder: INDUSTRIAL FENCE CO., INC

Business Address: 1520 PRINCETON AVE Telephone: 525-9711

City, State, Zip Code: MODESTO, CA 95350

Dated: 3-12-04

By  (Signature)

Name GERALD STOKES

Title PRESIDENT INDUSTRIAL FENCE CO., INC.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder: INDUSTRIAL FENCE CO., INC

Business Address: 1520 PRINCETON AVE Telephone: 525-9711

City, State, Zip Code: MODESTO, CA 95350

Dated: 3-12-04

By  (Signature)

Name GERALD STOKES

Title PRESIDENT

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name: **INDUSTRIAL FENCE CO., Inc.**  
 Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt

Address (number, street, and apt. or suite no.): **1520 PRINCETON AVE**  
 City, state, and ZIP code: **MODESTO, CA 95350**

List account number(s) here (optional):

Requester's name and address (optional):

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number  
 | | + | + | | |  
 or  
 Employer identification number  
**77705166593**

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here: Signature of U.S. person: *Amy Botzke* Date: **3-11-04**

**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt.** If you are exempt, enter your name as described above, then check the "Exempt" box in the line following the business name, and sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

### Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations. How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for a SSN, get Form SS-5, Application for a Social

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt* above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or**

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than

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