

**AGREEMENT WITH HILLSBOROUGH FENCE COMPANY TO PROVIDE ON-CALL
INSTALLATION, MAINTENANCE AND REPAIR SERVICES FOR FENCING AND GATES
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 18th day of April, 2023 by and between Hillsborough Fence Company, a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On February 15, 2023, the City issued a Request for Proposal (“RFP”) No. 23-012, by which it desired to retain a contractor having special skill and knowledge in the field of installation, maintenance and repair services for fencing and gates on an “on-call” basis for the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide such services described in the scope of work that was included in RFP No. 23-012.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 23-012, which is attached as **Exhibit A** and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit B**. Contractor is one of three (3) contractors selected to provide installation, maintenance and repair services for fencing and gates on an on-call basis under RFP 23-012. The total compensation for these services provided by all such contractors selected under RFP 23-012 shall not exceed the shared aggregate amount of Three Million Dollars and Zero Cents (**\$3,000,000**) during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper

invoice evidencing work performed, subject to City accounting procedures.

- c. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals that may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on April 18, 2026, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for up to two (2) one-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and

warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

- (1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (4) **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- (1) **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (4) **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- (7) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- i. The retroactive date must be shown, and must be before the date of the contract or beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract work.**
 - iii. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a retroactive date prior to** the contract effective date, the Contractor must purchase "extending reporting" coverage for a minimum of **five (5) years** after completion of work.
- (8) **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by

this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (9) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- (10) **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor,

and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County,

California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702

To Contractor:

Hillsborough Fence Company
Attn: Heidi Hunter, Vice President
P.O. Box 1272
La Mirada, CA 90638

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

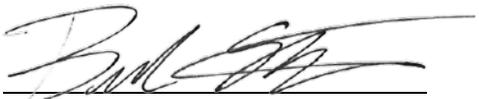
Jennifer Hall
City Clerk

Kristine Ridge
City Manager

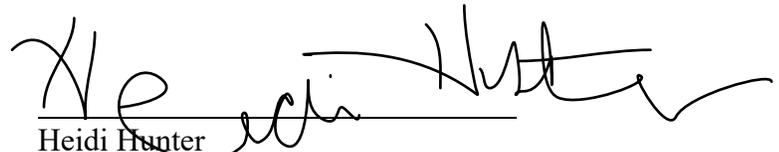
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 

Brandon Salvatierra
Deputy City Attorney



Heidi Hunter
Vice President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A



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EXHIBIT I

SCOPE OF SERVICES

I. INTRODUCTION AND BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to seek a qualified Fencing and Gate Contractor(s) to provide Perimeter Security Fencing and Gates which include labor, materials and equipment to install new chain link fencing, new security ornamental iron fencing, swinging and motorized chain link and iron gates and/or the removal of existing fencing, maintenance and repair of existing fencing and gate systems throughout the City of Santa Ana on an as-needed basis. It is the City's intent to select one or more firms to enter into an agreement(s). The total fencing and gate services needed for On-call service agreement(s) is valued at approximately \$3,000,000. The total amount to be expended shall be shared among all contractors selected for award to provide these services for the entirety of the agreement(s) term.

II. DESCRIPTION OF WORK

The work shall consist of, but necessarily limited to, the removal and proper disposal of existing fencing and gates, submittal of fabricated industrial steel fencing design and/or vinyl-chloride chain-link fencing design to the City prior to installation, and the construction of fabricated industrial steel fencing and/or vinyl-chloride chain-link fencing at various locations on an as needed basis.

Prior to installation, the contractor shall design and submit construction plans of requested industrial steel fencing and/or vinyl coated chain-link fencing including appurtenant footings, hardware, mountings, or connections required for compliance with Manufacturer's installation requirements and compliance with applicable building codes and City standards. A footing design stamped by a registered civil engineer will be required for each installation (sample Exhibit A). The proposed fencing must be fully functional, complete and ready with automated or manual entrance gates upon request, and the fencing must be comprised of all new equipment. All major components of which must be produced by established manufacturers and fabricated to meet the requirements of the City.

Contractor is responsible for demolishing and disposal/recycling of all improvements, including but not limited to: foundations and footings, slabs, landscaping, fencing, walls trees and all miscellaneous to clear site and to perform work. Prior to submitting all on-call proposals, the Contractor shall visit the subject project site (including coordinating with the City for access inside the building) and obtain any necessary as-builts to define an appropriate scope of work.

A. INDUSTRIAL STEEL FENCING

Industrial Steel Fencing and Gate Materials

The contractor shall provide all labor, materials, and appurtenances necessary for installation of "Aegis II- Majestic Style" ornamental fence system **or approved equal**, as described below. The fabricated and welded steel gate system shall conform to Ameristar PassPort Commercial Ornamental design series Majestic 2-rail gates from configuration manufacturer by Ameristar Fence Products, Inc. in Tulsa,



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Oklahoma **or approved equal**. Doorking 9000, Lift Master, or approved ASTM compliant equal to be utilized as the gate actuator upon request. The color of the fence system shall be Black.

Industrial steel fences and gates shall be constructed of the following materials or approved equal:

ITEM	MATERIAL	SPECIFICATION
Gate Welding		All welding shall be shielded arc type and shall be performed by a certified welder. Continuous inspection is required of all field welding in accordance with C.B.C Section 1704.3.1.
Concrete Anchors – Epoxy Adhesive Anchor Systems	Stainless Steel	SAE Type 316
Concrete Anchors – Expansion Bolt Systems	Stainless Steel	SAE Type 316
Powder Actuated Fastening Systems	Steel	AISI 1061 Hardness 52-58 Rockwell C
	Galvanized Coating	ASTM B633 - 2.1 mil thickness - 1.30 ounce/ft ²
Fencing	Tubular Steel	Galvanized ASTM A1011 for material galvanized after forming ASTM A924 for material galvanized prior to forming Minimum yield strength 50 ksi
	Welding Electrode - Steel	AWS D1.1 E70xx except E7024 rods or electrodes shall not be used
	Picket Dimensions	14 gauge 1" square 5" maximum on center
	Picket Retaining Rods	1/8" diameter
	Picket Rail Intersections	Provide PVC Grommets to seal openings
	Rail Dimensions	14 gauge 1 3/4" square Minimum of 3 rails
	Post Dimensions	12 gauge 4" square 8 foot nominal maximum span
	Applied Design Load	Panels shall support 600 lb. load at midspan without permanent deformation.
	Gates	Tubular Steel



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Automated Gate/Gate Actuator	Galvanized Steel	ASTM F2200 UL325 Compliant Rolling Gate and Gate Actuator including a steel v-track inset with a concrete track and concrete pad for the gate actuator. Passport Commercial Majestic Style industrial steel fencing or approved equal recommended for the horizontal slide gate. Doorking 9000 – 1 HP Actuator with Doorking 8054 Microplus RF receiver or UL 325 compliant approved equal recommended for the gate actuator. Wi-Fi capable and keypad entry to be provided upon request.
	Fire Access Box	Knox Box or equivalent equal to be installed with actuated gate entry keypad.
Gate Hardware	Galvanized steel	Install fabricated manual locking mechanism to the front face of the gate upon request. Fabricated lock should not interfere with closing of the gate.
Gate Track/Wheels	Chrome Wheels, SS Gate Track	4"-6" Chrome wheels to be utilized on inset wrought iron or steel V-track flushed and inset within concrete base.
Galvanized Coating after Forming	Zinc	0.45 oz./ft ² minimum weight 0.3 mil minimum thickness
Galvanized Coating prior to Forming	Zinc	ASTM A653 0.90 oz./ft ² minimum weight Coating designation G90
Powder Epoxy Coating	Base Coat	Zinc-rich epoxy powder coating 2.0-mil minimum thickness Gray
	Top Coat	Polyester powder coat 2.0-mil minimum thickness Black
	Top Coat Performance Requirements	Adhesion > 90% per ASTM D3359 Method B Corrosion resistance > 3500 hours per ASTM B117 & ASTM D1654 Impact resistance > 60 in-lbf per ASTM D2794 Weathering resistance > 1000 hrs per ASTM D822, D2244, and D523
Bolts (Anchor Bolts)	High-Strength Carbon steel – Galvanized	ASTM A325 or ASTM A 490 With self-locking nuts or lock-washers and plain nuts Washers – same material as nuts
	Zinc coating	ASTM A153 - 2.1 mil thickness - 1.30 ounce/ft ²
Bolts (Anchor Bolts) - Stainless Steel	Stainless Steel	ASTM A193 Grade B8M bolts with ASTM A194 Grade 8M nuts Alternate ASTM F593 Type 316 bolts with ASTM F594 Type 316 nuts Washers – same material as nuts
Hardware – Steel including castings, rolled, pressed and forged articles	Steel Hardware	ASTM A153
	Galvanized Coating	ASTM A123 - 3.4 mil thickness - 2.00 ounce/ft ²



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Industrial Steel Fencing and Gate Finish

The manufactured galvanized framework shall be subjected to subjected to PermaCoat thermal stratification coating process (high-temperature, in-line, multistage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of polyester finish.

The stratification-coated framework shall be capable of meeting the performance requirements for each characteristic shown in the table below.

QUALITY CHARACTERISTICS	ASTM TEST METHOD	PERFORMANCE REQUIREMENTS
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/924M, with a minimum yield strength of 50,000 psi (344 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz./ft2 (276 g/m2), Coating Designation G-90.

Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized after forming, shall conform to the requirements of ASTM A1011/1011M, with a minimum yield strength of 50,000 psi (344 MPa). The exterior shall hot-dip galvanized with a 0.45 oz./ft2 (138 g/m2) minimum zinc weight. The interior surface shall be coated with a minimum 81% nominal zinc pigmented coating, 0.3 mils (0.0076mm) minimum thickness.

Welds made after galvanizing shall be ground smooth and wire brushed to remove loose or burned zinc coating, after which cleaned areas shall be prepared and neatly coast with 50-50 solder. Repairs to abraded or damaged coating shall be done in similar fashion.

All fencing material shall be painted prior to installation (color as specified by City) and receive touch up paint in the field upon installation completion.

B. VINYL-COATED CHAIN-LINK FENCING

Vinyl-Coated Chain-link Fencing and Gate Material



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Materials for vinyl-coated chain-link fence shall be as specified herein. Material shall be of the same color of vinyl coating. Privacy slates to be provided and manufactured from 97 percent recycled plastic. Gates to be schedule 40 galvanized steel with fork type latches or fabricated lock upon City's request and three 180-degree hinges per leaf. Doorking 9000 or approved ASTM compliant equal to be utilized as the gate actuator upon request. Painted finishes are not acceptable, and color for this job is the manufacturers standard black, brown, or approved upon request.

Vinyl-coated chain-link fences and gates shall be constructed of the following materials:

ITEM	MATERIAL	SPECIFICATION
Posts and Braces		Section 80-4.01A of CALTRANS
Fabric		Section 80-4.01B of CALTRANS
Accessories		Section 80-4.01C of CALTRANS
Gates		Section 80-4.01D of CALTRANS
Line Posts	SCH 40 galvanized steel	2.375-inch (59 mm) outside diameter, Schedule 40 galvanized steel pipe or galvanized "H" columns weighing not less than 2.7 lb./ft. (13.18 kg/m ²).
Corner and Terminal Posts	SCH 40 galvanized steel	2.875-inch (73 mm) outside diameter, Schedule 40 galvanized steel pipe
Gate Posts	Galvanized Steel Pipe	3.500-inch (89 mm) diameter for man gates and 6.625-inch (168 mm) for vehicular gates
Diameter for Vehicular Gates	Galvanized Steel	Gateposts to be galvanized steel pipe
ITEM	MATERIAL	SPECIFICATION
Top, Bottom, and Brace Rail	Galvanized Steel	1.660-inch (42.16 mm) outside diameter, plain end, sleeve coupled galvanized steel pipe
Gate Frame	SCH 40 galvanized steel	1.9-inch (48.26 mm) outside diameter Schedule 40 galvanized steel pipe for fittings and truss rod fabrication
Automated Gate/Gate Actuator	Galvanized Steel	Rolling Gate and Gate Actuator including concrete track with a stainless steel v-track inset and flushed to concrete pad. Doorking 9000 – 1 HP Actuator with Doorking 8054 Microplus RF receiver compliant approved equal recommended for the gate actuator. Wi-Fi capable and keypad entry to be provided upon request.
	Fire Access Box	Knox Box or equivalent equal to be installed with actuated gate entry keypad.
Gate Track/Wheels	Chrome Wheels, SS Gate Track	4"-6" Chrome wheels to be utilized on inset wrought iron or SS type 216 V-track flushed and inset within concrete base Or cantilever set up with rubber wheels to be utilized upon request



CITY OF SANTA ANA

Tension Bars	Galvanized Steel	3/16 inches by 3/4-inch (4.76 mm by 20 mm) galvanized steel flat bars
Caps	Cast Steel or Malleable Iron, Galvanized	Sized to post dimension, set-screw retained
Fittings	Galvanized Steel	Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings shall be galvanized steel
Extension Arms	Cast Steel	Cast steel, to accommodate 3 strands of barbed wire, single arm, 12-inches (305 mm) high (measured vertically) above the top edge of the fence fabric, sloped to 45 degrees
Barbed Wire (when required by City)	12-AWG wire, 3 strands, zinc-coated steel with bonded vinyl coating	4 point barbs at 5-inches (127 mm) O.C., painted black
Gate Hardware	Galvanized Steel	Fork type latch with gravity drop or fabricated locking mechanism upon request; center gate stop and drop rod; three 180-degree gate hinges per leaf Or install fabricated manual locking mechanism to the front face of the gate upon request; fabricated lock should not interfere with closing of the gate
Privacy Slats	97% Post- Consumer Recycled Plastic	Plastic fencing slats manufactured from 97 percent recycled plastic

Vinyl-Coated Chain-link Fencing and Gate Finish

Chain-link fence fabric shall be galvanized steel wire with a continuously bonded vinyl coating, with a finish size (i.e., size after coating) of 8 gauge, and shall comply with ASTM F 668. Fabric height shall be 8 feet (2.44 m) +/- 3/4 inch (20 mm), 6 feet (1.83 m) +/- 3/4 inch (20 mm), or suitable height depending upon City’s request, with knuckled, selvage edges on the bottom and top. Mesh shall be vertically-woven diamond mesh, with a nominal distance of 2 inches (50 mm) between parallel wires.

Galvanize surfaces shall be in accordance with ASTM A 123, with a coating of at least 1.20 oz./sq. ft. Accessories and components will have the same finish as fabric. The vinyl coating shall conform to FS RR-F-191/1C. Colors shall be stabilized, and shall have a light fastness to withstand a minimum Weather-O-Meter exposure of at least 1500 hours without deterioration when tested in accordance with ASTM D 1499. Specific gravity shall be between 1.26 and 1.30 in accordance with ASTM D 792. Hardness shall be A90 +/-5 in accordance with ASTM D 2240.

Tensile strength shall be between 2600 and 3000 psi (17.94 MPa and 20.7 MPa) in accordance with ASTM D 412. Vinyl coating shall be exposure-resistant to dilute solutions of most common mineral acids, sea water, salts, and alkali. Vinyl coating shall be continuously bonded to the wire under 5000 psi (34.5 MPa) pressure before the wire is woven into fabric as seen in the table below.

Coating Performance Requirements:



CITY OF SANTA ANA

QUALITY CHARACTERISTICS	ASTM TEST METHOD	PERFORMANCE REQUIREMENTS
Galvanized Surface	A 123	Coating of at least 1.20 oz/sq.
Hardness	D 2240	A90+/-5
Tensile Strength	D 412	Between 2600 and 3000 PSI
Weathering Resistance	D2244	Weathering Resistance over 1,500 hours without deterioration

Additional ASTM standards to be met in the design and construction of fencing and gates.

- ASTM A392 Specification for zinc-coated steel chain link fence fabric
- ASTM A491 Specification for aluminum-coated steel chain link fabric
- ASTM A780 Standard practice for repair of damaged and uncoated areas of hot-dip galvanized coatings
- ASTM A824 Specification for metallic-coated steel marcelled tension wire for use with chain link fence
- ASTM F552 Standard terminology relating to chain link fencing
- ASTM F567 Standard practice for installation of chain link fence
- ASTM F626 Specification for fence fittings
- ASTM F668 Specification for polymer coated chain link fence
- ASTM F900 Specification for industrial and commercial swing gates
- ASTM F934 Specification for standard colors for polymer-coated chain link
- ASTM F1043 Specification for strength and protective coatings of metal industrial chain link fence framework
- ASTM F1083 Specification for pipe, steel, hot-dipped zinc-coated (galvanized) welded, for fence structures
- ASTM F1184 Specification for industrial and commercial horizontal slide gates
- ASTM F1345 Specification for zinc-5 aluminum-mischmetal alloy-coated steel chain link fence fabric
- ASTM F1664 Specification for poly (vinyl chloride) (PVC) and other conforming organic polymer-coated steel tension wire used with chain link fence
- ASTM F1665 Specification for poly (vinyl chloride) (PVC) and other conforming organic polymer-coated steel barbed wire used with chain link fence
- ASTM F2200 Specification for automated vehicular gate construction
- ASTM F2780 Standard guide for design and construction of expanded metal security fences
- CLFMI SFR2445, Security fence recommendations
- CLFMI WLG2445, Chain link fence wind load guide for the selection of line post and line post spacing
- Federal specification RR-F-191/3E fencing, wire and post, metal (chain-link fence posts, top rails and braces)
- UL 325 door, drapery, gate, louver and window operators UL 325 door, drapery, gate, louver and window operators

III. FENCING SYSTEM INSTALLATION & SUBMITTALS

A. PREPARATION AND DESIGN SUBMITTAL:



CITY OF SANTA ANA

Make field measurements needed before submitting fabricated industrial fence design or vinyl-coated chain-link fence design, shop drawings, or ordering. Make minor changes in dimensions and alignments as needed to avoid utilities or structural conflicts. Contractor shall specify and submit fabricated industrial fence design and/or vinyl-coated chain-link fence design including appurtenant footings, hardware, mountings, connections, gate design and setup required for compliance with Manufacturer's installation requirements and compliance with applicable building codes and City standards. Contractor shall submit shop drawings to the engineer for approval prior to fabrication and installation.

B. DEMOLITION:

Pre-existing fencing to be removed, and shall be properly disposed of off-site by the Contractor at Contractor's expense. Any existing fence indicated to remain and which have been damaged by the Contractor shall be replaced by Contractor at Contractor's expense. All earth, trees, brush and other obstructions which interfere with the proper construction of fences shall be removed and properly disposed of off-site by the Contractor.

C. INDUSTRIAL STEEL FENCING INSTALLATION STANDARDS:

Industrial steel fencing and gate materials shall be furnished and installed by Contractor at locations as specified by the City on an as-needed basis.

The following installation standards shall be followed:

1. Manufacturer's installation and warranty requirement
2. Applicable OSHA and Cal OSHA regulations
3. Applicable building and fire code requirements
4. City codes

Refer variances between above documents and Contract Documents to Owner's Representative. Install fencing and gates according to Manufacturer's installation and warranty requirements. Contractor shall contact dig alert before installation.

Install fencing and gate materials to tolerances recommended by Manufacturer and per submitted and approved industrial steel fencing design. Unless otherwise shown, install fencing true, plumb, and level using precision gauges and levels. Footings shall be specified by the Contractor in the industrial steel fencing design submittal and approved by the City prior to installation. Clean surfaces of metalwork to contact concrete, removing all rust, dirt, grease and other foreign substances before concrete is placed. Secure all embedded metalwork accurately in position when concrete is placed to prevent displacement or undue vibration during or after placement of concrete. Where metalwork is to be installed in recesses in formed concrete, said recesses shall be made, metalwork installed, and recesses filled with dry-pack grout.

Permanent connections shall be continuously welded not bolted along entire area of contact. All gate welding made in the field shall be ground smooth and wire brushed to remove loose metal. All welding shall be shielded arc type and shall be performed by certified welders. Continuous inspection is required of all field welding in accordance with C.B.C. Section 1704.3.1. Joints in fencing and gates shall have a close



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fit with corner joints coped or mitered and in true alignment. Built-up parts shall be free of warp. Exposed ends and edges of metal shall be slightly rounded. Fastenings shall be concealed whenever possible.

Post Spacing Requirements:

Span	6' Nominal (71-3/8" Rail)				8' Nominal (91-1/4" Rail)			
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Standard (BB301)		Angle (BB304)		Standard (BB301)		Angle (BB304)	
Post Settings ± ½ O.C.	75"	75-1/2"	76-1/2"	77"	94-1/2"	95"	96"	96-1/2"

Gate posts shall be set in accordance with the spacing shown in the submitted fencing design plans. Six (6) inch or four (4) inch chrome wheels shall be bolted to the gate (between the wheel plates welded near the ends of the gate bottom rail). The gate shall be set upright with the V-grooved wheels positioned over the pre- installed steel V-track inset and flushed to a concrete base that traverses the gate opening. Roller guides shall be affixed to the gate posts at a height even with the gate top rail to hold the gate in a vertical position. Gate stops shall be welded to the end of the gate or track so gate cannot pass rollers in either direction.

Upon request, a fabricated manual lock shall be installed on the face of the gate. The fabricated lock's placement should not interfere with the closing of the gate. A Wi-Fi capable entry keypad and buried loop detectors to be provided for gate entry upon request. A Knox Box or approved equal fire access box shall be installed alongside the keypad entry.

VINYL-COATED CHAIN-LINK FENCING INSTALLATION STANDARDS:

Vinyl-coated chain-link fencing and gate materials shall be furnished and installed by Contractor at locations as specified by the City on an as-needed basis.

The following installation standards shall be followed:

1. Manufacturer's installation and warranty requirements
2. Applicable OSHA and Cal OSHA regulations
3. Applicable building and fire code requirements
4. City Codes

Refer variances between above documents and Contract Documents to Owner's Representative. Install fencing and gates according to Manufacturer's installation and warranty requirements. Contractor shall contact dig alert before installation.

Install vinyl-coated chain-link fencing and gate materials to tolerances recommended by Manufacturer and per submitted and approved chain-link fencing design. Unless otherwise shown, install fencing true, plumb, and level using precision gauges and levels. Footings shall be specified by the Contractor in vinyl-coated chain-link fencing design submittal and approved by the City prior to installation.

Clean surfaces of metalwork to contact concrete, removing all rust, dirt, grease and other foreign substances before concrete is placed. Secure all embedded metalwork accurately in position when concrete is placed to prevent displacement or



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undue vibration during or after placement of concrete. Where metalwork is to be installed in recesses in formed concrete, said recesses shall be made, metalwork installed, and recesses filled with dry-pack grout.

Install security fence of 8-foot (2.45 m), 6-foot, or recommended fabric height with 1-foot (0.9 m) barbed extension on support arms when requested. Space line posts at intervals not exceeding 10 feet (3 m). Provide top rail through line-post tops and splice with 7-inch (178 mm) long rail sleeves. Brace each gate and corner post back to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate posts. Install center and bottom brace rail on corner and gate leaves. Stretch fabric between terminal posts or at intervals of 100 feet (30.5 m) maximum, whichever is less.

Position bottom of fabric to no more than 2 inches (50 mm) above concrete or asphalt grade and touching dirt finish grade. Fasten fabric to top rail, line posts, braces, and bottom tension wire with 11-AWG galvanized wire ties 24 inches (610 mm) maximum on centers. Attach fabric to end, corner, and gateposts with tension bars and tension bar clips.

Install bottom rail supported at each line and terminal post in such a manner that a continuous brace between posts is formed. Install gates with fabric and barbed wire overhang to match fence upon request. Install three hinges per leaf, latch, catches, drop bolt, foot bolts and sockets. In place of a latch, install a fabricated manual lock shall be installed on the face of the gate upon City's request. The fabricated lock's placement should not interfere with the closing of the gate.

Six (6) inch or four (4) inch chrome wheels shall be bolted to the gate (between the wheel plates welded near the ends of the gate bottom rail). The gate shall be set upright with the V-grooved wheels positioned over the pre-installed steel V-track inset and flushed to a concrete base that traverses the gate opening.

D. QUALITY ASSURANCE:

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

E. CONSTRUCTION WASTE MANAGEMENT:

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts. Before concrete pours, designate locations or uses for excess concrete and a location for clean out water from concrete trucks. Designated locations shall meet environmental standards and conform with Section 7-1.01 of CALTRANS.

F. DELIVERY, STORAGE, AND HANDLING:

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

Manufacturer's instruction and warranty requirements for delivery, storage and handling of fencing materials shall be strictly followed.

G. SUBMITTAL:

The manufacturer's literature shall be submitted prior to installation. Submit the following shop drawings and product data:



CITY OF SANTA ANA

- a. Include accessories, fittings, hardware, anchorages, and schedule of components.
- b. Manufacturer's installation instructions.

Furnish the following submittals:

SUBMITTAL	DESCRIPTION
Fencing Design	Including appurtenant footings, hardware, mountings, connections, gate design and setup.
Shop Drawings	Required for fabricated items such industrial steel or vinyl-coated chain-link fencing and gates.
Schematic Drawing	Depicting dimensions and system configuration, footings, gate design, etc. Required for all sites.
Catalog Data	Required for all manufactured products per catalog data requirements.
Warranty	Furnish one-year warranty from date of final acceptance.

H. PAYMENT:

Payment for fencing and gate installation shall be paid at the contract unit prices listed on the Cost Proposal Form. Such payment will be considered full compensation for furnishing all design, labor, materials, tools and equipment and doing all work, including grading, necessary to install complete and in place for the projects upon request and specified herein.

I. SYSTEMS WARRANTY:

Vendor shall submit, in detail, a description of any warranty, or equipment replacement, equipment loaner program included in bidder's offer. The manufacturer's warranty shall be for a minimum of ten (10) years.

EXHIBIT B



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being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Price Proposal – Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by the City Projects Manager or designee in writing.

Note: Item quantities are estimated and provided for calculating competitive pricing. Item quantities may vary from the final field quantities.

	<u>ITEM</u>	<u>QTY/UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	Furnish and Install 8-Foot High Industrial Steel Fencing	1,000 LF	\$ 65	\$ 65,000
2.	Furnish and Install 6-Foot High Industrial Steel Fencing	1,000 LF	\$ 55	\$ 55,000
3.	Furnish and Install 8-Foot High, 20-foot wide Industrial Steel Manual Gate (dual or single swing or slide)	2 EA	2,865 \$	\$ 5,730
4.	Furnish and Install 6-Foot High, 20-foot wide Industrial Steel Manual Gate (dual or single swing or slide)	2 EA	2,685 \$	\$ 5,370
5.	Furnish and Install 8-Foot High, 20-Foot wide Industrial Steel Automatic Gate (dual or single swing or slide) With Actuator, detector loops and keypad (Wi-Fi connectivity and button entry)	2 EA	7,865 \$	15,730 \$
6.	Furnish and Install 6-Foot High, 20-Foot wide Industrial Steel Automatic Gate (dual or single swing or slide) With Actuator, detector loops and keypad (Wi-Fi connectivity and button entry)	2 EA	7,685 \$	15,370 \$
7.	Furnish and Install 8-Foot High Vinyl-Coated Chain-link Fencing	1,000 LF	\$ 67	\$ 67,000
8.	Furnish and Install 6-Foot High Vinyl Coated Chain-link Fencing	1,000 LF	\$ 57	\$ 57,000
9.	Furnish and Install 8-Foot High, 20-Foot Wide Vinyl- Coated Chain-link Manual Gate (dual or single swing or slide)	2 EA	3,100 \$	\$ 6,200
10.	Furnish and Install 6-Foot High, 20-Foot Wide Vinyl Coated Chain-link Manual Gate (dual or single swing or slide)	2 EA	2,950 \$	\$ 5,900
11.	Furnish and Install 8-Foot High, 20-Foot wide Vinyl- Coated Chain-link Automatic Gate (dual or single swing or slide) With Actuator, detector loops and keypad (Wi-Fi connectivity and button entry)	2 EA	8,400 \$	16,800 \$



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12.	Furnish and Install 6-Foot High, 20-Foot wide Vinyl- Coated Chain-link Automatic Gate (dual or single swing or slide) With Actuator, detector loops and keypad (Wi-Fi connectivity and button entry)	2 EA	6,538 \$	13,076 \$
13.	Barbed Wire	1,000 LF	\$ 1,120	\$ 1,120
14.	Existing Fencing Demolition	500 LF	\$ 13	\$ 6,500
		Total (1-14)	42,346.12	\$335,796

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

Phone: 714) 746-0590

Hillsborough Fence Company Fax: N/A
LEGAL NAME OF COMPANY PHONE AND FAX NUMBERS

P.O. Box 1272, La Mirada, CA. 90637-1272
BUSINESS ADDRESS

Heidi Hunter Vice President, Secretary & CFO
PRINTED NAME OF AUTHORIZED AGENT TITLE

Heidi Hunter 02/28/2023 hillsboroughfence@yahoo.com
SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS

46-5721233 995622
FEDERAL ID NUMBER (IF APPLICABLE) CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

1000015774
DIR REGISTRATION NUMBER

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

ATTACHMENT B

REFERENCES

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE City of Santa Ana
Customer Name: Finance & Management Services Agency
Contact Individual:

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Purchasing Division
1FB-21-083

Eva Pierce, Buyer



CITY OF SANTA ANA

Address: 20 Civic Center Phone Number: 714)647-6584
Santa Ana, CA. 92702 EMAIL: epierce@santa-ana.org

Contract Amount: ≈ \$100,000/annual Year: 2021 - Current

Description of supplies, equipment, or services provided:

Fencing installation and repair.

REFERENCE County of Orange Department Administrative
Customer Name: Sheriff-Coroner Contact Individual: Yvette Torres, Manager

Address: 320 N. Flower St., 2nd Floor Phone Number: 714-568-5791

Santa Ana, CA. 92703 EMAIL: ytorres@ocsheriff.gov

Contract Amount: ≈ \$50,000/annual Year: 2014 - Current

Description of supplies, equipment, or services provided:

On-call fence and gate removal, repair, and maintenance

REFERENCE Fleming Environmental
Customer Name: Incorporated Contact Individual: Terry Fleming, President

Address: 1372 E. Valencia Dr. Phone Number: 714-871-2800

Fullerton, CA. 92831 EMAIL: tfleming@flemingenvironmental.com

Contract Amount: ≈ \$10,000 - \$50,000/annual Year: 2014 - Current

Description of supplies, equipment, or services provided:

Furnish, install, maintain, and remove the following services: chain link, razor wire, ornamental iron, wood, electric gates, and handrails.

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL

ATTACHMENT C

PROPOSER'S STATEMENT

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or



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deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Hillsborough Fence Company

Signed and Printed Name: Heidi Hunter

Title Vice President, Secretary; CFO

Date 02/28/2023

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

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

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer



CITY OF SANTA ANA

to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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 proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed Heidi Hunter

State of CA, County of Orange

Subscribed and sworn to (or affirmed) before me on this 1st day of March, 2023, by Heidi Hunter, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jennifer Martin
Notary Public Signature



Notary Public Seal

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

ATTACHMENT E

NON-LOBBYING CERTIFICATION

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



CITY OF SANTA ANA

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: [Signature]
Title: Vice President, Secretary & CFO
Firm: Hillsborough Fence Company
Date: 02/28/2023

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant 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.



CITY OF SANTA ANA

- 2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
- 1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- 2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
- 8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

Heinrich

Title:

Vice President, Secretary & CFO

Firm:

Hillsborough Fence Company

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CITY OF SANTA ANA

Date:

02 / 28 / 2023

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

EXHIBIT II

Sample Fencing and Gates

