REQUEST FOR BIDS #20-02
Perimeter Security Fencing and Entrance Gates
Notice to Bidders

Notice is hereby given that the City of Escondido, hereinafter referred to as “City” is seeking bids from qualified contractors to remove existing perimeter chain link fencing and gates, and provide and install Security Fencing and Gates at the Hale Avenue Resource Recovery Facility, or “HARRF”.

Bidders shall provide one (1) original and five (5) copies of the bid for the evaluation team to review. Bids shall be in a sealed envelope or package clearly marked “Request for Bid #20-02, Perimeter Security Fencing and Gates.” All bids must be submitted by mail only, such as FedEx, UPS, and U.S. Postal Service. Bids must be mailed to, and received by, the City of Escondido City Clerk’s Office, located at 201 N. Broadway, Escondido, CA, 92025, on or before the closing date and time. Any bids received after the closing date and time will not be considered and will be returned unopened to the bidder.

BID CLOSING DATE:       June 18, 2020    2:00 p.m.
BID CLOSING LOCATION:    City of Escondido
                        City Clerk’s Office
                        201 N. Broadway
                        Escondido, CA  92025

Bidders shall thoroughly review this solicitation for defects and questionable material. Questions or comments concerning this RFB must be submitted solely via email to Yvonne Trabue, Maintenance Scheduler at ytrabue@escondido.org no later than 2:00 p.m. on June 8, 2020. Emails must be clearly referenced as RFB #20-02, Perimeter Security Fencing and Gates. Any questions or comments received after 2:00 p.m. on June 8, 2020 will be disregarded. A summary of questions from prospective bidders and City responses will be posted by RFB number on the City’s website at www.escondido.org by 2:00 p.m. on June 10, 2020.

Each bid shall be in accordance with specifications, instructions, and information contained in this bid package. The City reserves the right to accept or reject any or all bids for any reason it deems necessary and to waive defects or irregularities in any bid at its sole discretion. This Request for Bids does not commit the City of Escondido to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Yvonne Trabue,
Maintenance Scheduler
Introduction

The City of Escondido (“City”) is soliciting bids from qualified contractors to provide Perimeter Security Fencing and Gates at the Hale Avenue Resource Recovery Facility (“HARRF”). Bidders must demonstrate experience in the provision and installation of heavy-duty security fencing and gate entrances.

Background

The HARRF currently has a perimeter chain link fence of approximately 2,600 linear feet with (1) electric and (2) manual swing chain link gates. The City desires to replace the chain link fencing with a heavy-duty fence and gate solution per the specifications detailed in the Scope of Work, which is attached hereto as Exhibit “1”. The new fencing total is approximately 3,150 linear feet.

The City shall evaluate only those responses to this Request for Bids (RFB) that precisely conform to each of the requirements and submission formats described in this document. Responses deviating in any way from the requirements and submission formats may be declared non-responsive at the City’s discretion.

Estimated RFB Timeline

The following timeline is the City’s best estimate for the RFB process and is not binding on the City.

- **RFB Released**
  - May 28, 2020
- **Mandatory Site Walk**
  - June 4, 2020 at 9:00 a.m.
- **Deadline to Submit Questions via email to the City**
  - June 8, 2020 by 2:00 p.m.
- **City Posts Questions and Answers to City Website**
  - June 10, 2020 by 2:00 p.m.
- **Bids Due/Bid Opening**
  - June 18, 2020 at 2:00 p.m.
- **Contract Award by City Council**
  - July 15, 2020

Bid Submittals

All bids must be submitted by mail only, such as FedEx, UPS, and U.S. Postal Service. Be sure to allow sufficient time for mailed bid to arrive on time; this is particularly important if City Hall remains closed to the public due to COVID-19, and personal submissions of bids shall NOT be accepted by the City.

Virtual Bid Opening

Bid opening will be at 2:00 p.m. June 18, 2020. Due to the closure of City Hall, the bid opening will be live-streamed via the City’s videoconferencing system called Jitsi: https://meet.escondido.org/. Jitsi can be downloaded as an app on a smartphone, tablet, laptop or computer.
**Bid Requirements**

Prevailing wages are applicable on this contract, and it is subject to compliance monitoring and enforcement by the Department of Industrial Relations as detailed in paragraphs 21 & 22 in the Public Services Agreement, attached hereto as Exhibit “2”.

**Mandatory Site Walk**

The City will conduct a mandatory site walk on June 4, 2020 at 9:00 a.m. at the HARRF, 1521 S. Hale Ave., Escondido, CA 92029 (social distancing and face masks will be required). The City shall not reimburse the bidder for any costs associated with the mandatory site walk. Potential bidders must pre-register via email to ytrabue@escondido.org their interest in participating with the City prior to the mandatory site walk and only one person per company allowed. A sign in roster will be utilized on the day of the site walk.

**Communications with the City**

Communication with City employees other than the Maintenance Scheduler is prohibited, and no City employee or representative other than the City’s Maintenance Scheduler is authorized to provide any information or respond to any questions regarding this RFB. Prospective contractors may contact the Maintenance Scheduler solely via e-mail at ytrabue@escondido.org.

**Right to Submitted Material**

This RFB does not commit the City to award a contract, to pay any costs incurred in the preparation of a contract or bid, or to procure or contract for any services. The City reserves the right to accept or reject any or all bids received as a result of this RFB, or to amend or cancel (in part or in whole) this RFB if it is in the City’s best interest to do so. All bids, reports and data submitted to the City shall become the property of the City and may not be returned.

**Bid Content**

Bids must include the following information, in the order listed below.

- **Cover Letter:**
  
  A cover letter introducing the company and the individual who will be the contact person. This letter shall briefly state the vendor’s experience in providing heavy-duty security fencing and gates. Bidders shall have a minimum of three (3) years business experience in providing this type of product and service.

- **Qualifications and Experience:**
  
  Bidders shall provide a history of the company, including the date established, the type of ownership or legal structure of the company (sole proprietor, partnership, corporation, etc.), the length of time that the company has been operating as the
legal entity, and the length of time the company has been providing the requested service.

- Bidders shall list the proposed key members of staff to be assigned to the City's contract, including their roles and estimated participation in delivering the services.

- Bidders shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments, or other action that could have an adverse impact on their ability to provide the required needs.

- Bidders shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.

- If selected, Bidder and any of their employees who work on the security fence and gate installation must agree to submit to and pass a criminal background check if requested.

- References:

  Bidders shall provide references of at least three (3) different clients similar in size and scope to the City, and include a summary of the products and services provided to each client. Please provide the reference’s company name and address, contact name, contact telephone number, and email address.

**Contract Term**

The bidder awarded the contract will enter into a Public Service Agreement with the City based upon the contents of this RFB and the Bidder’s response to the solicitation. A formal purchase order will be issued by the City.

**Bid Price**

Bid price shall include all components, hardware, installation, and any other items necessary to provide and install the complete security fence and gate solution, in accordance with the Bid Pricing Form below. Bid must also include cost to remove, haul away, and properly dispose of existing chain link fence posts, gates, and the barbed wire atop the fence as detailed in the Scope of Work. The City will retain the metal chain link fence fabric removed from the existing fence.

Bidders shall provide a detailed price sheet using the form provided below as an example; other formats will not be accepted. Prices reflected in the bid shall include any discounts. All products proposed and the pricing indicated in the Pricing Form must comply with all of the requirements in this RFB. **Prices should be F.O.B. to the City of Escondido Hale Avenue Resource Recovery Facility located at 1521 S. Hale Avenue, Escondido, CA 92029, and include applicable taxes.**
BID PRICING FORM

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit of Measure</th>
<th>Description</th>
<th>Vendor Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LOT</td>
<td>Detailed description of all security fence and gate components required to complete project as specified.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>LOT</td>
<td>Installation Labor of security fence and gates as specified.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>LOT</td>
<td>Removal, haul away and proper disposal of existing chain link fence posts, gates and barbed wire.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other (add lines as necessary)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Applicable Sales Tax
Estimated Freight
Total Bid Cost

CITY OF ESCONDIDO
GENERAL PROVISIONS

PLEASE READ CAREFULLY
THESE PROVISIONS ARE A PART OF YOUR BID AND CONTRACT

Pursuant to the Notice to Bidders advertised in the official City newspaper, the specification requirements and General Provisions are on file with the City, and are subject to all provisions of the Ordinances of the City of Escondido. The person signing the bid further warrants that this bid is genuine and non-collusive, or made in the interest of any person, firm or corporation. A non-collusion affidavit shall be properly completed and returned with the bid documents.

In submitting this bid, the bidder agrees that:

- Bidder has carefully examined the specifications and all provisions relating to the items to be furnished, or the work to be done, and understands the meaning of the requirements, and agrees to the same.

- Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and strictly conform to the City of Escondido specifications.
• Bidder must be prepared to use the City’s standard contract form rather than its own contract form. A sample of the Public Service Agreement is attached as “Exhibit 2.” No other agreement is contemplated in these bids and all licensing or other necessary permissions should be contained in the bid. Any terms in the bid regarding limitation of liability, licensing, limitation in time of warranty, or other term that is inconsistent with the RFB requirements or the standard City contract form will not be allowed.

The Maintenance Scheduler will furnish specifications for all bids. Bids must be submitted in a sealed envelope with the bid number on the outside. BID SHOULD BE COMPLETE WITH SPECIFICATIONS AS FURNISHED AND MAILED TO THE CITY OF ESCONDIDO, CITY CLERK’S OFFICE, 201 N. BROADWAY, ESCONDIDO, CA 92025, PRIOR TO THE TIME SET FOR BID OPENING.

1. PRICES
   All prices and notations must be in ink or typewritten. Changes or corrections may be crossed out, typed or written in ink, and must be initialed in ink by the person signing the bid. In the event of a conflict between bidder’s unit price and extended price, the unit price will prevail.

2. SIGNATURE
   All bids must be notarized and signed in the name of the bidder and must bear the original signature in longhand of the persons duly authorized to sign the bid. Obligations assumed by such signature must be fulfilled.

3. MODIFICATION OR WITHDRAWAL OF BIDS
   Bids may be modified, corrected, or withdrawn PRIOR to the exact hour and date of the bid opening. Bid modifications, corrections, or withdrawals are not permitted AFTER the exact hour and date of the bid opening.

4. LATE BIDS
   If bids are received after the exact hour and date of the bid opening, those late bids will be rejected and returned to the bidder unopened.

5. NO BIDS
   If a no bid is submitted, the bid response should be clearly marked as “NO BID”. If a bidder fails to respond to the bid, the Purchasing Supervisor reserves the right to delete the bidder from the City’s vendor file.

6. EXPIRATION OF BID
   All bids shall be considered firm for a period of ninety (90) calendar days, commencing the day following the date of bid opening and expiring at midnight of the last day unless otherwise stated in the body of the solicitation.
7. AWARD OF CONTRACT
   a. Bids will be analyzed and the award made to the lowest and most responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered.

   b. The City reserves the right to reject any item or items therein, to waive any informalities technical defects and minor irregularities in bids received, and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

   c. The City reserves the right to award one or more contracts on the bids submitted whether by award of all items to one bidder or by award of separate items or groups of items to various bidders unless the bidder clearly specifies otherwise in the bid.

   d. Acceptance by the City of Escondido of the bid, proposal, or quote and the issuance of a purchase order to the successful bidder within the time specified shall be deemed to result in a binding contract without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and drawings contained in the complete contract.

8. TERMINATION FOR CONVENIENCE
   The Purchasing Supervisor, by thirty (30) day written notice, may terminate this contract in whole or in part when it is the best interest of the City. If this contract is for supplies and is so terminated, the bidder shall be compensated in accordance with any reasonable costs to the point of notification of termination, but shall not be compensated for lost profits. Should this contract be for services and is terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for the actual services rendered to the effective date of termination.

9. TERMINATION FOR DEFAULT
   a. The City of Escondido may by written notice of default to the successful bidder (subject to the provisions of paragraph (9c) below) terminate the whole or any part of this contract in any one of the two following circumstances:

      (1) If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
(2) If the successful bidder fails to perform any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract, and if the successful bidder does not cure such failure within a period of ten (10) calendar days, City may terminate this contract.

b. In the event the City terminates this contract in whole or in part, as in paragraph (a), the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated. The successful bidder shall be liable to the City for any excess costs for such similar supplies or services provided. The successful bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. The successful bidder shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful bidder or its agent. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather. However, in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.

10. **BID PROTEST**

Any bid protest for City purchases of supplies and equipment must be made in writing to the Purchasing Supervisor and the Maintenance Scheduler (5) five business days prior to the day of such matter comes before City Council for bid award. The Purchasing Supervisor will notify the City Council of the facts and circumstances regarding the bid protest. The City Council will hear and determine the bid protest prior to the bid award; and may continue the matter to obtain additional information as the City Council deems necessary, or may determine the final decision of the bid award.

11. **ALTERNATIVE PROPOSALS**

To be a responsive bidder, bidders must submit a bid that meets all specific bid requirements. Bidders may propose “equals” as provided for in accordance with item 12 of these General Provisions. Once bidders have proposed a product which is responsive to the specifications, bidders may thereafter include with their bid any additional proposals or alternative products which are not “equals” but bidder believes may meet or exceed City’s requirements, and which offer City additional advantages or benefits based on the state of the art that were not contemplated by City when the requirements were prepared.
The City reserves the right to evaluate and accept or reject such alternatives, as though they were part of the original specifications, without advertising for further bids, or to re-advertise based on such proposed state of the art alternatives when in the best interest of the City. Any awards so made will be based on cost analysis considerations that result in the optimum economic advantage to the City.

12. BRAND NAME

Whenever a reference to a specific brand name is made in this Request for Bid, it is to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. An equivalent or “equal” may be offered by the bidder, subject to testing and evaluation at the option of the City prior to bid award.

The City reserves the sole right to reject a substituted component that will not fulfill the requirements. It shall be the sole responsibility of the bidder to provide at bidder’s expense any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation at qualified test facilities, at bidder’s expense, including destructive testing, may be required as a condition of acceptance.

13. ROYALTIES, LICENSES AND PATENTS

Unless otherwise specified, the successful bidder shall pay all royalties, license and patent fees. The successful bidder warrants the materials to be supplied do not infringe any patent, trademark or copyright. The successful bidder agrees to defend any and all suits, actions and claims for infringement that are brought against the City and to indemnify and hold harmless the City from all loss or damages whether general, exemplary or punitive, as a result of any claims against the City pursuant to the terms of this contract.

14. CONFIDENTIAL INFORMATION

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record. Any data to be returned should be so marked and will be returned if not essential to the bid or contract record.
15. **RIGHT TO DETERMINE FINANCIAL RESPONSIBILITY AND VIABILITY**

The City reserves the right to request Bidder information pertaining to the financial stability of the Bidder sufficiently comprehensive to allow an appraisal of the Contractor’s current financial condition.

16. **RIGHT TO REQUEST ADDITIONAL INFORMATION**

Bidder shall furnish additional information as the City may reasonable require. The City reserves the right to make investigations of the qualifications of the Bidder as it deems appropriate.

17. **PURCHASE ORDER**

All goods and services will be ordered by means of a purchase order. The City will NOT be responsible for articles or services furnished without a purchase order. All payments made pursuant to this contract are not assignable and shall only be made payable to the successful bidder. The City’s payment terms are Net 30 days from the date of the invoice. No pre-payment or partial up front down payment will be made for any goods or services. A copy of the City’s Purchase Order Terms and Conditions is included as “Attachment B”.

18. **BIDDER’S INVOICE**

Invoices shall be prepared and submitted in duplicate to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

19. **DELIVERY**

a. Bidder shall state delivery terms on the bid form unless already specified, in which case delivery shall be made within the time set forth. Where time is stated in a number of days, it shall be Monday through Friday excluding Saturdays.

b. Bidder will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or any other cause beyond his control, provided a written extension of time is obtained from the Director of Finance.

c. All prices shall be F.O.B. destination. Bids other than F.O.B. destination, shall be considered non-responsive and will be rejected. Prices shall include all freight, delivery and set-up charges.
20. **LATE SHIPMENT**

Bidder is responsible to notify the department receiving the items and the Purchasing Office of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

21. **LOST AND DAMAGED SHIPMENT**

Risk of loss or damaged items prior to the time of their receipt and acceptance by the City is upon the Bidder. The City has no obligation to accept damaged shipments and reserves the right to return goods at the Bidder’s expense even if the damage was not apparent or discovered until after receipt of the items.

22. **ATTORNEY FEES**

In the event that the City should prevail in any litigation brought by either party to this bid to enforce any provisions of this bid, the successful bidder shall pay to the City the cost and attorney fees incurred pursuant to said litigation. This bid is governed by the laws of the State of California. Venue for all actions arising from this contract must be exclusively in the state or federal courts located in San Diego County, California.

23. **HOLD HARMLESS**

The successful bidder shall indemnify and hold harmless the City and its officers, employees and agents from all liability or claim of liability arising by reason of injury or damage to persons (including death) and or property occurring as a result of work done pursuant to the terms of this contract.

24. **LIABILITY INSURANCE**

The bidder will provide evidence of comprehensive liability insurance as follows:

a. General liability insurance: Occurrence basis with minimum limits of $1,000,000 each occurrence, $2,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Aggregate; and
b. Automobile liability insurance of $1,000,000 combined single-limit per accident for bodily injury and property damage; and
c. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship

Bidder will see to it that the City is named as an ADDITIONAL INSURED ENDORSEMENT for the General Liability and the Automobile Liability policies as required by this bid. Any liability insurance required by this bid shall be provided by an
insurance company admitted in California with A.M. Best's rating of A-rated, class V carrier or better. If the insurance is written by a non-admitted company, the company must be acceptable to the Department of Insurance of the State of California. Such a company must submit a service of suit endorsement as well as an additional insured endorsement. A copy of each certificate of insurance and an additional insured endorsement for the liability policy are to be made available and kept on file in the Purchasing Department prior to the granting of notice to proceed. The certificates and endorsement must be in a form acceptable to the City Attorney. Bidder shall maintain the policy(ies) in full force and effect during the entire period of this bid.

25. CITY PROVISIONS TO PREVAIL

Except as specified in the specifications, the City’s Standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder shall not be acceptable to the City unless expressly assented to by the City by separate document. The City reserves the right to reject a bid containing unacceptable conditions as non-responsive as a condition of evaluation or award of the bid.

26. BUSINESS LICENSE

The successful bidder shall be required to obtain a City business license prior to the award of this contract.

27. ANTI-ASSIGNMENT CLAUSE

All payments made pursuant to this contract are not assignable and shall only be made payable to bidder.

28. LOBBYING: The bidder hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;

(b) 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 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
(c) **Lobbying Certification**: 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.C. 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.

29. **DEBARMENT AND SUSPENSION**

By submitting their bids, bidders certify that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

30. **ENVIRONMENTAL CONDITIONS (AIR AND WATER)**

Bidders agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

(a) Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
(b) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*.;
(c) Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

31. **PUBLIC AGENCY CLAUSE**

It is intended that any other public agency (e.g., city, district, public authority, public agency, municipal utility and other political subdivision or public corporation of California) located in the State of California shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility in connection with purchases made by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the successful bidder. This option shall not be considered in bid evaluation. Indicate below whether said option is or is not granted.

☐ YES  ☐ NO
NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

The undersigned declares:

I am the ____________________ of _________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. 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 to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ________, at __________________, ___.

__________________________________  __________________________
Signature                                   Signature

Title ____________________                  Title ____________________

Of ____________________                    Of ____________________

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _______________________________
EXHIBIT “2”
City of Escondido/HARRF Security Fencing and Gates Public Services Agreement

CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this ___________ day of ____________, 20__.  

Between:  CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: ___________________  
760-xxxx  
(“CITY”)

And:  [Name]  
[Street address]  
[City, state, zip code]  
[Attn: (name of contact)]  
[Insert telephone number]  
(“CONTRACTOR”)

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.

2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of $___________. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.

3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City’s notice to begin. CONTRACTOR must diligently perform and complete the work
EXHIBIT “2”
City of Escondido/HARRF Security Fencing and Gates Public Services Agreement

by _____________. Extension of terms or time of performance may be made only upon the City’s written consent.

4. **Scope of Compensation.** CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in “Attachment A.” No compensation will be provided for any other tasks without specific prior written consent from the CITY.

5. **Performance.** CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.

6. **City Property.** All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.

7. **Insurance Requirements.**

   a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:

   (1) General liability insurance. Occurrence basis with minimum limits of $1,000,000 each occurrence, $2,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Aggregate; and

   (2) Automobile liability insurance of $1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and

   (3) Workers’ compensation and employer’s liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

   b. It is the parties’ understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

      Acknowledged by CONTRACTOR _______________________

      Waiver appropriate by CITY ____________________________

   c. Each insurance policy required above must be acceptable to the City Attorney.

      (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best’s A-rated, class V carrier or better, admitted in
EXHIBIT “2”
City of Escondido/HARRF Security Fencing and Gates Public Services Agreement

California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

(2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

(3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.

(4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR’s work, including its on-going operations and products-completed operations hazard.

(5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY’s option.

8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys’ fees, for any of the following:

a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;

b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or

c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney’s fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.
EXHIBIT “2”
City of Escondido/HARRF Security Fencing and Gates Public Services Agreement

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY’S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.

12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.

14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.

17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.

18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. **Business License.** The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.

20. **Compliance with Applicable Laws, Permits and Licenses.** CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

21. **Prevailing Wages.** If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the ‘General Prevailing Wage Rates’ approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (http://www.dir.ca.gov/DLSR). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. **Department of Industrial Relations Compliance.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. **Immigration Reform and Control Act of 1986.** CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
EXHIBIT “2”  
City of Escondido/HARRF Security Fencing and Gates Public Services Agreement

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: ____________________

____________________________________
Signature

Department or Division Head Name & Title

Date: ____________________

[CONTRACTOR COMPANY NAME]

____________________________________
Signature

____________________________________
Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: ______________________________

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.
IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: ____________________________

Jeffrey R. Epp
City Manager

Date: ____________________________

[CONTRACTOR COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: ______________________________

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.
EXHIBIT “2”
City of Escondido/HARRF Security Fencing and Gates Public Services Agreement

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: __________________________

Paul McNamara
Mayor

Date: __________________________

Zack Beck
City Clerk

Date: __________________________

[CONTRACTOR COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: ____________________________

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.
PART 1 – GENERAL

1-1 SCOPE.

A. Includes approx. 3,150 linear feet of 8-ft tall perimeter Security Fencing, (3) Swing Entry/Exit Person Gates, and (1) Electric Sliding Entry/Exit Vehicle Gate in accordance with the attached photo.

B. Provide all labor, materials, and appurtenances necessary for installation of the fencing systems specified herein and as indicated on the bid documents. Installation of new fencing to be completed in sections with existing chain link fencing to be removed as new fence is installed. Existing chain link fencing to remain in place until replacement fence ready to be installed, to maintain the highest level of property security possible. No breaches in fencing shall be allowed overnight, weekends, or holidays when work is not in progress. Any voids in fencing shall be properly secured prior to ending each work day.

C. Removal of existing chain link fencing, fence posts, gates and above fence barbed wire upon completion of new fencing installation. There will be no salvage rights or haul away of the chain link fence fabric. The City will retain ownership of the chain link fence fabric. As sections of new fence are installed and existing chain link fence fabric is removed, it is to be rolled up in no less than 50 ft. and no more than 100 ft. lengths and stored onsite in a TBD area. Haul away and proper disposal of fence posts, gates and barbed wire.

1-2 DESCRIPTION.

The manufacturer shall supply a total industrial ornamental steel fence system and steel-welded swing gate system. The system shall include all components (i.e., pickets, rails, pots, gates, fittings, and hardware) required.

1-3 REFERENCES.

A. American Society for Testing and Materials (ASTM):
EXHIBIT “1”
City of Escondido/HARRF Security Fencing and Gates Scope of Work


1-4 SUBMITTALS.

Submit the following to the City for review and approval.

A. Shop Drawings:

1. Shop drawings showing general fabrication of security fencing and gates.

B. Product Data: Manufacturer’s literature describing products specified in this section.

C. Qualifications: Provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials and techniques specified.

1-5 DELIVERY, STORAGE, AND HANDLING.

A. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping and handling.
EXHIBIT “1”
City of Escondido/HARRF Security Fencing and Gates Scope of Work

B. Material shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

1-6 WARRANTIES.

A. All fencing systems shall have a written Lifetime Limited Warranty against any defects in workmanship and materials.

B. Fences and fence finishes shall be warranted not to rust, crack, chip, peel, or blister for the same period.

PART 2 – PRODUCTS

2-1 SECURITY FENCE AND GATE.

A. Manufacturer:

1. AMERISTAR, Aegis II – Invincible 3-Rail, 1555 N. Mingo Road, Tulsa, Oklahoma 74116 (Phone: 800.321.8724, Fax: 877.926.3747); or equivalent.

B. Components and Materials:

1. Steel material for fence framework (i.e., tubular pickets, end and intermediate uprights, rails, and posts) and gate posts, when galvanized prior to forming, shall conform to the requirements of ASTM A924/924M, with minimum yield strength of 50,000 psi. 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, Coating Designation G-90.

2. The manufactured galvanized framework, gates and gate posts shall be subjected to the PermaCoat® thermal stratification coating process (high temperature, in-line, multi-stage, multi-layer) including, as a minimum, a 6-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a zinc-rich thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils. The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils. The color shall be black to match existing. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.
Table 1 - Coating Performance Requirements

<table>
<thead>
<tr>
<th>Quality Characteristics</th>
<th>ASTM Test Method</th>
<th>Performance Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesion</td>
<td>D3359 Method B</td>
<td>Adhesion (Retention of Coating) over 90 percent of test area (Tape and knife test).</td>
</tr>
<tr>
<td>Corrosion Resistance</td>
<td>B117 and D1654</td>
<td>Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8 inch coating loss from scribe or medium No. 8 blisters).</td>
</tr>
<tr>
<td>Impact Resistance</td>
<td>D2794</td>
<td>Impact Resistance over 60-inch pounds (Forward impact using 0.625-inch ball).</td>
</tr>
<tr>
<td>Weathering Resistance</td>
<td>D822, D2244, D523 (60-degree Method)</td>
<td>Weathering Resistance over 1,000 hours (Failure mode is 60 percent loss of gloss or color variance of more than 3 delta-E color units).</td>
</tr>
</tbody>
</table>

3. Material for fence and gate pickets shall be 1-inch square by 14-gauge tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner™ design with outside cross-section dimensions of 1.75 inches square and a minimum thickness of 14 gauge. Picket holes in the ForeRunner™ rail shall be spaced 4.98 inches on center. Picket retaining rods shall be 0.125-inch diameter galvanized steel. Posts shall be a minimum of 2 1/2 inches square by 12 gauge. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections. Gate posts shall be sized accordingly per these bid documents and this application.

2-2 GENERAL FABRICATION.

A. Security Fence and Gates:

1. Pickets, rails, and posts shall be precut to specified lengths. ForeRunner™ rails shall be pre-punched to accept pickets.

2. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper raceway of the ForeRunner™ rails. (Note: This can best be accomplished by using an alignment template.) Retaining rods shall be inserted into each ForeRunner™ rail so that they pass through the predrilled holes in each picket, thus completing the panel assembly.
EXHIBIT “1”
City of Escondido/HARRF Security Fencing and Gates Scope of Work

3. Completed panels shall be capable of supporting a 600-pound load (applied at midspan) without permanent deformation. Panels without rings shall be biasable to a 25-percent change in grade; panels with rings shall be biasable to a 12.5-percent change in grade.

4. Gates shall be fabricated using Aegis II Invincible pickets, rails, and posts, along with gate ends (and intermediate uprights, if necessary) having the same outside cross-section dimensions as the ForeRunner™ rail (i.e., 1.75 inches square).

5. ForeRunner™ rails shall be precut to the appropriate standard length for the manufacturer’s nominal opening specified and pre-punched to accept pickets. All pickets, all end and intermediate uprights, and all posts shall be precut to specified lengths.

6. Additional intermediate uprights shall be added for each 6 feet of leaf width. All rail-to-upright intersections shall be joined by welding. All picket-to-rail intersections shall be joined either by welding or by the same retaining rod process used for panel assembly.

7. Gusset plates shall be welded across opposing interior corners and truss cables with turnbuckles shall be attached to allow for tension adjustment.

2-3 CUSTOM FABRICATION.

A. Metals:

1. Provide steel metal free from pitting, seam marks, roller marks, discolorations and other imperfections where exposed to view on finished units.

2. Grade and type to be selected by manufacturer to conform to uses and forms required.

3. All accessories shall be cast or formed metal of same type and finish.

B. Welding Fencing Material, Gates and Accessories:

1. Welding electrodes and filler material: Provide type and alloy of filler material and electrodes as recommended by Producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.

2. Fasteners for anchoring gates and other fencing to post construction: Select fasteners of type, grade and class required to produce
connections suitable for anchoring such items indicated and capable of withstanding design loads.

3. Fasteners for pickets and rails: Use fasteners fabricated from the same basic iron metal as fastened metal, unless otherwise indicated. Do not use metals that are corrosive or incompatible with materials joined.

C. Fabrication:

1. General: Fabricate handrails and railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

2. Assemble posts, pickets and rails in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

3. Completed sections of fencing shall be capable of supporting a minimum of 600-pound load applied at midspan without permanent deformation.

4. Assembled sections shall support a 1,000-pound vertical load at the midpoint of any horizontal rail.

5. Welded Connections: Fabricate posts, pickets and rails for connecting members by welding. Components at perpendicular and skew connections to provide close fit, or use fittings designed for this purpose. Weld connections continuously to comply with the following:

   a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   b. Obtain fusion without undercut or overlap.
   c. Remove flux immediately.
   d. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

6. Nonwelded Connections: Fabricate posts, pickets, and rails by connecting members with concealed mechanical fasteners and fittings, unless otherwise indicated. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
EXHIBIT “1”
City of Escondido/HARRF Security Fencing and Gates Scope of Work

7. Provide inserts and other anchorage devices for connecting fence posts to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed. Coordinate anchorage devices with supporting structure.

8. For fence posts set in concrete, provide preset sleeves of steel not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post and steel plate forming bottom closure.

9. Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges.

10. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.

11. Cut, reinforce, drill, and tap components, as indicated, to receive any finish hardware, screws, and similar items.

12. Fabricate joints that will be exposed to weather in a watertight manner.

13. Swing Gates shall have a lockable heavy-duty latching mechanism.

D. Finishes, General:

1. Comply with NAAMM’s "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

2. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

3. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within 1/2 of the range of approved samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved samples and are assembled or installed to minimize contrast.

4. Provide exposed fasteners with finish matching appearance, including color and texture, of posts, pickets, and rails.

E. Finishes:
EXHIBIT “1”
City of Escondido/HARRF Security Fencing and Gates Scope of Work

1. Remove or blend tool and die marks and stretch lines into finish.

2. Grind and polish surfaces to produce uniform, directionally textured polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.

3. 180-Grit Polished Finish: Oil-ground, uniform, textured finish.

4. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

5. Apply shop primer to prepared surfaces of fencing and fencing components, unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

PART 3 – EXECUTION

3-1 GENERAL INSTALLATION.

A. All fence installation shall conform to all fencing standards and any restrictive building codes requirements for post and rail.

B. All new installation shall be laid out by the Contractor as indicated on the Drawings.

1. Contractor must verify that areas to receive fencing are completed to final grades and elevations.

2. Contractor must ensure that property lines and any legal boundaries are clearly established and understood.

3. Contractor to verify that locations are clearly marked for Installer.

C. Perform cutting, drilling, and fitting required to install fencing and gates:

1. Do not weld, cut, or abrade surfaces of handrail and railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.

3. Align posts so variations from level for horizontal members, and from parallel with rake of steps and ramps for sloping members, do not exceed 1/4 inch in 12 feet.
EXHIBIT “1”  
City of Escondido/HARRF Security Fencing and Gates Scope of Work

D. Set posts and gates accurately in location, alignment and elevation measured from established lines and levels and free from rack.

1. Aegis II invincible fence posts shall be set in accordance with the spacing’s shown in Table 2, plus or minus 1/2", depending on the nominal span specified.

<table>
<thead>
<tr>
<th>Span</th>
<th>6-Foot (71-3/8-Inch Rail)</th>
<th>Nominal</th>
<th>8-Foot (91-1/4-Inch Rail)</th>
<th>Nominal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Size (12 ga.)</td>
<td>2-1/2&quot;</td>
<td>3&quot;</td>
<td>2-1/2&quot;</td>
<td>3&quot;</td>
</tr>
<tr>
<td>Bracket Type</td>
<td>Standard (BB301)</td>
<td>Angle (BB304)</td>
<td>Standard (BB301)</td>
<td>Angle (BB304)</td>
</tr>
<tr>
<td>Post Settings</td>
<td>±1/2</td>
<td>75&quot;</td>
<td>75-1/2&quot;</td>
<td>76-1/2&quot;</td>
</tr>
</tbody>
</table>

2. Gate posts shall be spaced so that the inside-to inside spacing equals the sum of the manufacturer’s standard as-built end-to-end leaf width(s), plus the clearances required for the specified latching and hinging hardware.

3. Install fencing systems and accessories as indicated by the manufacturer.

4. Fit exposed connections together to form tight, hairline joints.

3-2 FENCE CONNECTIONS.

A. Non-welded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of handrails and railings.

B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

3-3 ANCHORING POSTS.
EXHIBIT “1”
City of Escondido/HARRF Security Fencing and Gates Scope of Work

A. Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with the following anchoring material, mixed and placed to comply with anchoring material manufacturer's written instructions:

1. Non-shrink, non-metallic grout or anchoring cement.

B. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with the following anchoring material, mixed and placed to comply with anchoring material manufacturer's written instructions:

1. Non-shrink, non-metallic grout or anchoring cement.

C. Leave anchorage joint exposed; wipe off surplus anchoring material; and leave 1/8-inch buildup, sloped away from post.

D. The concrete footing shall conform to the following requirements:

1. Concrete shall be Sitework concrete per the Cast-in-place concrete section.

2. Provide a 12-inch diameter footing.

3. Provide a minimum of 2 inches of concrete from bottom of the gate post to the bottom of the footing.

4. The concrete footing shall have a minimum embedment of 36 inches.

3-4 ADJUSTING.

A. Adjust fencing and gates before anchoring to ensure matching alignment at abutting joints. Space posts at interval indicated, but not less than that required by structural loads.

1. Ensure that all gates swing smoothly and uninterrupted by surfaces below them.

2. Appropriate gate kits must be used with sufficient panel material to fit gate opening.

B. Repair and replace any and all damaged surfaces or fence members.

C. The Contractor shall clean the jobsite of excess materials.
EXHIBIT “1”
City of Escondido/HARRF Security Fencing and Gates Scope of Work

1. Post hole excavations shall be scattered uniformly away from posts.

3-5 CLEANING.

A. Clean all fencing by washing thoroughly with clean water and soap and rinsing with clean water.

B. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material.

C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

3-6 PROTECTION.

A. Protect finishes of fencing and gates from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at the time of substantial completion.

B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units for approval.