

## **AMENDMENT NUMBER 2 TO “AGREEMENT FOR TRADES-RELATED SERVICES”**

THIS AMENDMENT NUMBER 2 TO AGREEMENT FOR TRADES-RELATED SERVICES (the “Two Amendment”) is made and entered into as of June 30, 2025 by and between the CITY OF IRVINE, a municipal corporation (“City”) and VALLEY CITIES GONZALES FENCE, INC., a California corporation (“Contractor”), for the purpose of amending the written “Agreement for Trades-Related Services” entered into between City and Contractor as of June 24, 2022, City of Irvine contract number 20523 (the “Agreement”).

1. The expiration date of the Agreement is changed from June 30, 2025 to June 30, 2026 in accordance with County of Orange # MA-080-22010909, EXHIBIT I, attached hereto.
2. PART III, SPECIAL PROVISIONS, 8. Prevailing Rates of Wages, the last paragraph is replaced in its entirety by the following,

If compliant certified payroll records in accordance with Labor Code Section 1776 are not submitted to City by Contractor, City may withhold final payment until such compliant certified payroll records are provided. The City of Irvine will be using the eComply Solutions software for managing certified payrolls on this project. Accordingly, Contractor shall register in, attend training for, and use the eComply Solutions software for submitting certified payrolls and related tasks as deemed appropriate by the City of Irvine. When this project commences, you will be contacted by an eComply Solutions representative regarding this process. Further information will be provided via a separate communication at that time.

3. PART V, BUDGET, remains unchanged for the current renewal term with a total Agreement amount not-to-exceed \$60,000.00.
4. Except as set forth in this Two Amendment, all terms, conditions, and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)

**20523B**

IN WITNESS WHEREOF, the parties hereto have caused this Two Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

**CITY OF IRVINE**

By:   
Sean Crumby  
Its: Assistant City Manager

**VALLEY CITIES GONZALES FENCE, INC.**

By:   
David Gonzales  
Its: President

Attest:

By:   
Carl Petersen  
Its: City Clerk

By:   
Rebecca Gonzales  
Its: Secretary

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

By:   
Jeffrey Melching

*County of Orange, OC Public Works  
Valley Cities Gonzales Fence, Inc.*

**EXHIBIT I**

*MA-080-22010909*

**AMENDMENT NO. 3  
FOR  
FENCE AND GATE REPAIR/MAINTENANCE SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), Orange County Flood Control District, a body corporate and politic, ("District") and Valley Cities Gonzales Fence, Inc., with a place of business at 1338 Sixth St. Norco, CA 92860 ("Contractor"), with County, District and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

**RECITALS**

WHEREAS, County, District and Contractor entered into Contract MA-080-22010909 for Fence and Gate Repair/Maintenance Services effective July 1, 2022 through June 30, 2025, in the Total Aggregate Amount of \$5,145,000, ("Contract"); and,

WHEREAS, the Parties executed Amendment No. 1 to increase the Aggregate Contract Amount by \$750,000 for a new Aggregate Contract Not-to-Exceed Amount of \$5,895,000.00; and, amended Article J to add Nondiscrimination Requirements; and amended Article 26 to add County's Project Manager contact information; and amended contract to add Articles 41 and 42; and amended Attachment B to revise invoicing instructions; and,

WHEREAS, the Parties increased the Aggregate Contract amount by \$1,500,000, for a new Total Aggregate Contract Not-to-Exceed Amount of \$7,395,000, and to revise Attachment B – Payment/Compensation; and,

WHEREAS, the Parties now desire to renew the Contract for two (2) additional years; and,

NOW THEREFORE, the Parties agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. Article 2 shall be amended to include the following:

Contract shall be renewed effective July 1, 2025 and shall continue for two (2) years from that date, unless otherwise terminated as provided herein.

2. Article 4 shall be amended to include the following:

The Aggregate Contract with Valley Cities Gonzales Fence, Inc. and Quality Fence Co., Inc. shall have an Aggregate Contract Amount during the renewal term not to exceed \$7,140,000.00.

3. Attachment B, Section 2 "Fees and Charges", Item C shall be amended to include the following:

**FOR RENEWAL TERM STARTING JULY 1, 2025, TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED: \$7,140,000.00.**

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

County of Orange, OC Public Works  
Valley Cities Gonzales Fence, Inc.

MA-080-22010909

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

**VALLEY CITIES GONZALES FENCE, INC.\***

Signed by:  
Dave Gonzales Dave Gonzales CFO 1/28/2025 | 10:08 AM PST  
5204CC759C64415...  
Signature Name Title Date

DocuSigned by:  
Marcus Gonzales Marcus Gonzales President 1/28/2025 | 12:21 PM PST  
9A613D310F004E8...  
Signature Name Title Date

COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:

DocuSigned by:  
Derek Savosh Derek Savosh Deputy Purchasing Agent 5/23/2025 | 1:59 PM PDT  
7DB4B460E8A9460...  
Signature Name Title Date

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

DocuSigned by:  
Derek Savosh Derek Savosh Deputy Purchasing Agent 5/23/2025 | 1:59 PM PDT  
7DB4B460E8A9460...  
Signature Name Title Date

**APPROVED AS TO FORM:**

County Counsel

By: William Ninh  
C68031248AC049C...  
Deputy  
Name: william Ninh  
Date: 2/4/2025 | 4:09 PM PST

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.