



CONTRACT No. 17-870-AFS  
BETWEEN THE  
EDWARDS AQUIFER AUTHORITY  
AND  
GONZALEZ MAINTENANCE CONSTRUCTION  
FOR THE PURCHASE AND INSTALLATION OF PERIMETER FENCING

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY, ("EAA"), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and GONZALEZ MAINTENANCE CONSTRUCTION ("Contractor"), a general construction contractor, with its principal place of business located at 19735 Wittenburg, San Antonio, Texas 78256. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the EAA was created by the Edwards Aquifer Authority Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended ("Act"); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59, Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act, and other applicable law; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer ("Aquifer") and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, and other applicable law, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors approved this Contract on October 10, 2017, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, the Contractor is a general construction contractor experienced in commercial construction projects, obtaining necessary building permits and the installation of fencing; and

WHEREAS, the EAA desires to have fencing purchased and installed around the perimeter of the EAA parking lot and main office building; and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the EAA and the Contractor agree as follows:

### ARTICLE I - TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on October 11, 2017, ("Effective Date"), and terminates on February 28, 2018, or the date of the written notice of project completion issued by the EAA's General Manager, whichever is sooner ("Expiration Date").

Section 1.2. Equipment Purchase, Deliver, and Installation. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to purchase, deliver, and install, for the benefit of the EAA, the Equipment meeting the specifications as set forth in this Contract and described in: (1) the Equipment Schedule, which is attached hereto as Exhibit A ("Equipment Schedule"); (2) the Installation Manual, which is attached hereto as Exhibit B ("Installation Manual"); (3) the Project Site, which is attached hereto as Exhibit C; and (4) the Subcontractor Utilization Report, which is attached hereto as Exhibit D ("Subcontractor Utilization Report"). The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance thereof.

Section 1.3. Commencement of Equipment Purchase, Delivery, and Installation. The Contractor will commence the purchase, delivery, and Installation of the Equipment immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. The purchase, delivery and Installation of the Equipment will be completed and delivered to the EAA by the Expiration Date, and shall be completed in compliance with schedules, budgets, descriptions, and specifications contained in the Exhibits attached hereto. The Contractor shall deliver the Equipment to the EAA's principal place of business located at 900 E. Quincy Street, San Antonio, which is identified in the Project Site which is attached hereto as Exhibit C. Delivery of the Equipment shall be FOB to the EAA's offices. It shall be the Contractor's responsibility to ensure that the completion times for the purchase, delivery, and Installation of the Equipment are met. Time is of the essence in the performance of this Contract.

### ARTICLE II - AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board of Directors of the EAA delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

### ARTICLE III - PURCHASE PRICE

Section 3.1. Purchase Price. The EAA agrees to reimburse the Contractor the purchase price and delivery costs for the Equipment as well as pay for the costs of Installation of the Equipment in accordance with Exhibit A, but in no event shall payments to the Contractor exceed \$134,600. The EAA will only reimburse the Contractor the actual purchase price and delivery costs with no added markup thereto. The Contractor may not exceed this amount and will be responsible for the payment of all of its other and additional costs and expenses. The Contractor is not authorized to expend any additional funds in excess of this amount for the purchase delivery, and Installation of the Equipment, or the purchase and delivery of any other equipment not included within the Equipment Schedule in Exhibit A, without the prior written approval from the EAA. The EAA will not be held accountable for any unauthorized equipment being purchased, delivered, or installed or funds expended by the Contractor in purchasing, delivering, or Installing the Equipment.

Section 3.2. Payment. Payment to the Contractor will be in three installments over the term of this Contract. The EAA will pay the Contractor \$45,000, upon issuance of the written notice to proceed issued by the EAA's General Manager. The EAA will pay the Contractor \$45,000, after the Contractor has secured all necessary permits to begin installation of the Equipment. The EAA will pay the remaining balance of \$44,600, upon final completion of the Installation of the Equipment and EAA's written acceptance thereof.

### ARTICLE IV - INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent contractor with respect to purchase, delivery, and Installation of the Equipment, and is not subject to the direct or continuous control or supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant, or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment, materials, and personnel necessary for the purchase, delivery, and Installation of the Equipment. The EAA shall have no right of direction or control of the Contractor, or its employees and agents, except in the results to be obtained, and in a general right to order the purchase, delivery, and Installation of the Equipment to start or stop as agreed to herein, to inspect the progress of the purchase, delivery, and Installation of the Equipment, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe the Contractor's personnel, and subcontractors, in carrying out the Installation of the Equipment.

### ARTICLE V - CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance in the purchase, delivery, and Installation of the Equipment. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration ("OSHA") standards, requirements, and regulations. The

Contractor indemnifies and holds harmless the EAA, and its directors, officers, employees, and agents from and against any claims brought by any employee, subcontractor, or other agent of the Contractor relating in any way to the purchase, delivery, and Installation of the Equipment.

Section 5.2. Subcontractors. In performing the purchase, delivery, and Installation of the Equipment, the Contractor may retain and utilize as its subcontractors those individuals identified and approved in writing by the EAA in advance. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any subcontractor utilized by the Contractor. No additional subcontractors may be retained by the Contractor to perform the purchase, delivery, and Installation of the Equipment without the prior written consent of the EAA, provided that no such consent shall be necessary for the retention of any subcontractor previously approved in writing by the EAA and identified by the Contractor on the effective date of this Contract. The Contractor will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

Subcontracting the delivery and/or installation of the Equipment under this Contract may be provided by:

- RX Technologies

## ARTICLE VI - TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its employees, agents, or subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within 30 days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the purchase, delivery, and Installation of the Equipment, and costs and expenses reasonably incurred up to the time of termination.

## ARTICLE VII - OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract by the Contractor, its employees, agents, or subcontractors, or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the EAA. The EAA shall have unlimited rights to technical and other data resulting directly from the purchase, delivery, and Installation of the Equipment. Additionally, the Contractor will furnish the EAA with all manufacturer owner manuals, information, specifications, and any other materials for the Equipment, and copies of all warranty information.

Section 7.2. Delivery of Documents upon Termination. Upon termination of this Contract under Sections 1.3 or 6.1, the Contractor will promptly deliver to the EAA all information, property, or materials not already in the possession of the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created, or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third-party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA of any requests for any such information, document, property, or materials by a third-party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of the purchase, delivery, and Installation of the Equipment. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or termination of the Contract under Section 6.1. The EAA will reimburse the Contractor for actual cost of time and expenses of reproduction of such materials when requested.

#### ARTICLE VIII - NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will Install the Equipment in a good and workmanlike manner, and as otherwise provided in this Contract and the Exhibits attached hereto. The Contractor's failure to purchase, deliver, and Install the Equipment to the specifications called for in the Equipment Schedule and the Scope of Work in Exhibits A and B, or to timely perform the purchase, delivery, and Installation of the Equipment, or any of the work identified in Exhibit B, shall constitute a breach of this Contract and shall be subject to all applicable remedies. Judgment of nonperformance shall rest solely with the EAA.

#### ARTICLE IX - LIQUIDATED DAMAGES

Section 9.1. If the Contractor fails to Install the Equipment by the Expiration Date, unless extended by the EAA pursuant to Section 1.5, then the Contractor shall pay to the EAA as liquidated damages, the sum of \$100 per day, beginning on the first day following the Expiration Date and continuing for each day until actual completion of the Installation of the Equipment, provided that any such delay in completion is due to the Contractor and is not attributable to a failure of the EAA, its employees or agents, or any third-parties who are not subcontractors of the Contractor, to perform its responsibilities in coordinating, reviewing, or otherwise performing. The EAA, in its sole discretion, reserves the right to waive this provision in whole or in part. These liquidated damage amounts are in addition to, and not in lieu of, any other damages due to the EAA, or any other remedies available to the EAA as a result of a default by the Contractor under this Contract.

#### ARTICLE X - BOND COVERAGE

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## ARTICLE XI - INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at the Contractor's expense, appropriate insurance policies protecting the Contractor and the EAA, and their respective directors, officers, employees, and against any loss, liability, personal injury, death, property damage, or any expense arising out of the purchase, delivery, and Installation of the Equipment, including, without limitation: (1) worker's compensation insurance in compliance with Texas law; (2) comprehensive general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage and shall promptly provide written evidence of such to the EAA.

Section 11.2. Additional Insureds. The Contractor shall name the EAA and its directors, officers, employees, and agents as "additional insureds" on all of the insurance policies specified in Section 11.1 above, or with respect to the worker's compensation insurance, contain waivers of subrogation by the Contractor and the insurance carrier in favor of the EAA. Not later than the date of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with certificates of insurance to be issued directly to the EAA by the Contractor's insurance agent, identifying the specified coverage. The Contractor, through its agent of record, shall notify the EAA of any changes in coverages within thirty (30) days prior to any effective date of such change.

Section 11.3. No limitations. The Contractor's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall the Contractor's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

## ARTICLE XII - ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor's or its subcontractor's performance under this Contract and shall waive any claim against the EAA for damages arising out of the performance of the purchase, delivery, and Installation of the Equipment.

Section 12.2. Indemnification. The Contractor shall defend, indemnify, and hold harmless the EAA, and its directors, officers, employees, and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs and attorneys' fees of litigation or any other proceeding arising from: (a) contracts or any other arrangements between the Contractor and any third-parties entered into to purchase, deliver, and Install the Equipment; (b) any claims brought by any person relating to this Contract, or the purchase, delivery, and Installation of the Equipment, or (c) the quality or the performance of the purchase, delivery, and Installation of the Equipment.

## ARTICLE XIII - NOTICES

Section 13.1. Notices to the EAA. All notices or communication under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY  
900 E. Quincy Street  
San Antonio, Texas 78215  
ATTENTION: ROLAND RUIZ, GENERAL MANAGER

Section 13.2. Notices to Contractor. All notices or communication under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

GONZALEZ MAINTENANCE CONSTRUCTION  
P.O. Box 691944  
San Antonio, Texas 78256  
ATTENTION: HECTOR RODRIGUEZ, GENERAL MANAGER

Section 13.3. Effective Date of Notice. Any notices or communication required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

## ARTICLE XIV - MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibit constitutes the entire agreement between the Parties regarding the purchase, delivery, and Installation of the Equipment by the Contractor and there are no representations, warranties, agreements, or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.



Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties under this Contract without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity, or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. Exhibits, schedules, and/or other documents attached hereto or referred to in this Contract are incorporated herein and made a part of this Contract for all purposes. As used herein, the expression "Contract" means the body of this Contract and such Exhibits, schedules, and/or other attached documents, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such attachments, Exhibits, schedules, and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action or any other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party or Parties shall be entitled to recover reasonable costs incurred, including but not limited to the attorney's fees arising from such action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.



IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above in Section 1.1.

EDWARDS AQUIFER AUTHORITY

GONZALEZ MAINTENANCE CONSTRUCTION

By: \_\_\_\_\_  
Roland Ruiz  
General Manager

By: \_\_\_\_\_  
Hector Rodriguez  
General Manager

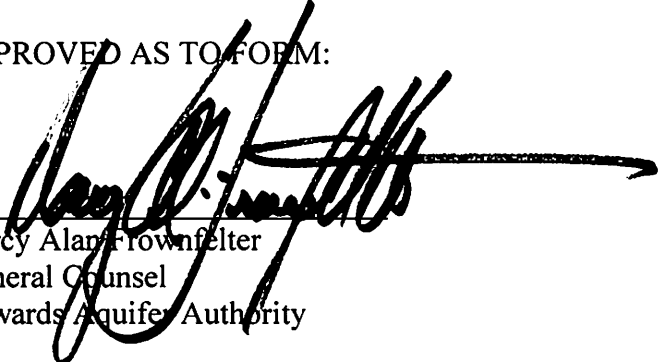
ATTEST:

ATTEST:

By: \_\_\_\_\_  
Jennifer Wong-Esparza  
Assistant to the Board Secretary

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Darcy Alan Frownfelter  
General Counsel  
Edwards Aquifer Authority

## EXHIBIT A EQUIPMENT SCHEDULE

### 1. EQUIPMENT SCHEDULE AND SPECIFICATIONS

The Contractor shall purchase and install approximately 1,330 linear feet of 6' tall Designmaster Classic Fence with three (3) 4' wide walk gates and three (3) automated 24' wide cantilever slide gates. The automated slide gates will be equipped with three (3) Door King 9024 slide gate operators. All sliding gates shall include card readers and ground sensors for ingress and egress with the ability to program open and close times for daily operations. The card readers must integrate with existing EAA building security software. The Designmaster Classic Fence shall be installed according to manufacturer specifications and installation guidelines (Exhibit B). Designmaster Classic Fence equipment and specifications include:

- Posts: 2 1/4" sq. 16 Gauge
- Panels: 6 Gauge Designmaster Classic Panels
- Finish: Powder Coat (Black)
- Footing: Concrete

The Contractor shall purchase and install approximately 40 linear feet of 6' tall wood fence, with cement posts, at the EAA Camden office site to replace the existing 3' fence. The wood fence picket installed shall be consistent with the fence currently at the location. The Contractor will remove the existing fence and dispose of properly.

The Contractor shall be responsible for obtaining all necessary permits for the installation of all equipment, including any that may be required by the City of San Antonio Historic Design Review Commission. The Contractor shall determine locations of all existing water, gas, sewer, electric, telephone, fiber optic cable, telegraph, television, and other underground utilities and structures. Any damage to underground utilities or communication wire due to failure to call for locates is the Contractor's responsibility and EAA will be held harmless in any such cases.

The Contractor shall be responsible for maintaining the site in a clean condition during installation. Prior to completion of demobilization, the Contractor shall remove all construction materials, waste, demolition debris, excess material, temporary installations, etc. and properly dispose of such items.

## 2. COSTS

Approximately 1,330 Linear Feet of 6' Tall Designmaster Classic Fencing (Black Powercoated)	\$ 26,260.
4' Wide Walk Gates (3) (Black Powercoated)	\$ 2,880.
24' Automated Wide Cantilever Slide Gates (3) (Black Powercoated)	\$ 9,720.
Door King 9024 Slide Gate Operators (3) (Black Powercoated)	\$ 25,600.
Card Readers (6)	\$ 19,200.
Approximately 40 Linear Feet of 6' tall standard wood fencing	\$ 1,200.
Installation Cost	\$ 36,000.
Manufacturer Warranty on Designmaster Classic Fencing	10 Years
Other Items: Relocation of underground lines, pipes, fire switches for emergency response	\$ 5,640.
Shipping/Delivery	\$ 1,500.
Additional costs: Plans, engineering letter, permits, inspections	\$ 6,600.
<b>Total</b>	<b>\$134,600.</b>

## 3. DELIVERY LOCATION AND DATES

The Contractor shall install the equipment at the locations noted in the attached map (Exhibit C).

The installation of equipment under this Contract shall be completed no later 90 days after securing necessary permits from the City of San Antonio.

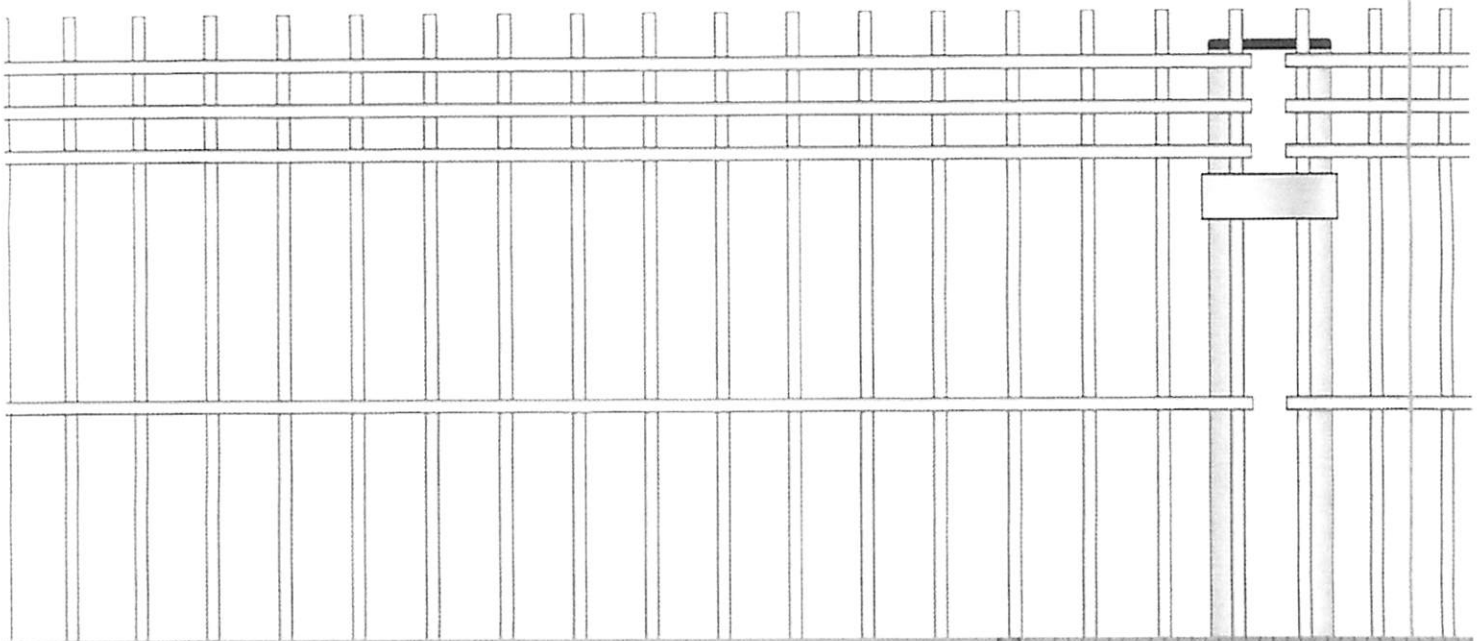
EXHIBIT B  
INSTALLATION MANUAL

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# Designmaster™

FENCING SYSTEM



Leading the new fencing generation

## > INSTALLATION MANUAL

Harmonizing with Nature



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# 2

## > COMPONENTS & TOOLS

Designmaster Fence is simple, easy to install, and does not require any sophisticated equipment or tools.

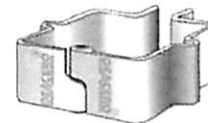
### > DESIGNMASTER FENCE PANEL

### > POST

### > POST CAP



### > STEEL BRACKET



### > INSTALLATION & SUPPORT TOOLS



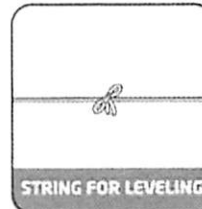
POST DIGGER



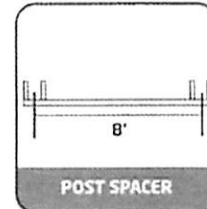
MEASURING TAPE



SQUARE SHOVEL



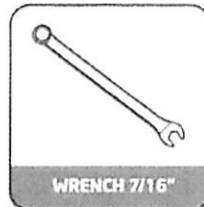
STRING FOR LEVELING



POST SPACER



CRAYON



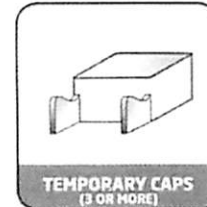
WRENCH 7/16"



BUBBLE LEVEL



CONCRETE MIX  
(OPTIONAL)



TEMPORARY CAPS  
(3 OR MORE)

ASK YOUR SALES MANAGER  
ABOUT THIS TOOL!

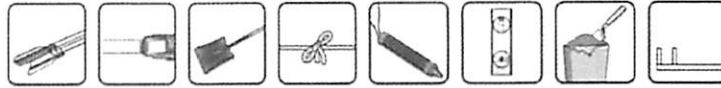


# > INSTALLATION

## INSTRUCTIONS FOR INSTALLATION ON LEVEL GROUND

# 3

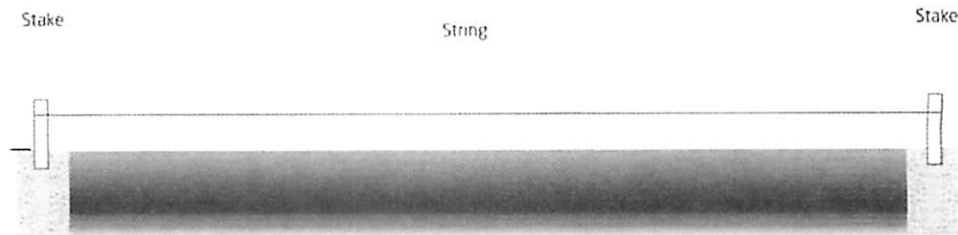
### 1. POST SETTING



Required tools for this step (page 2)

This is the most important step during installation.

- A. Tie the string for leveling and aligning the posts
- B. Keep the string level and tight in order to determine the slope of the areas.



- C. Using a crayon, mark all posts to desired installation height. Example:

For:	Marking position from top
2' panel	25"
4' panel	49"
5' panel	62"
6' panel	73"
8' panel	98"

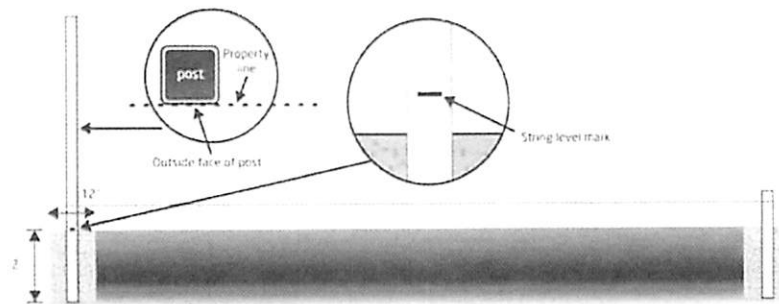
- D. Adjust the string to the lower position without touching the ground and level. This will be the panel's bottom position when installed.
- E. Dig the first hole at 2' deep by 12" diameter, and 3' deep for the 8' panel.
- F. Set the first post into the hole. Align using the crayon's mark and string.

# 4

## > INSTALLATION

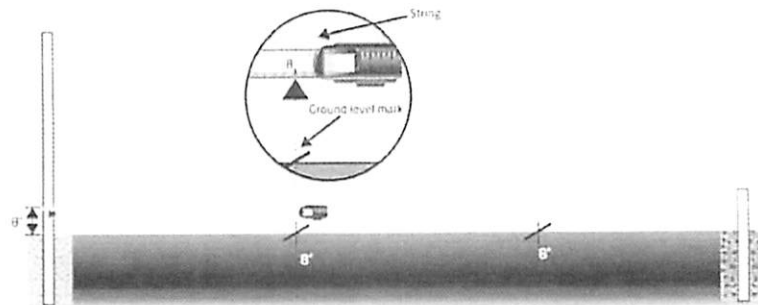
### INSTRUCTIONS FOR INSTALLATION ON LEVEL GROUND

G. Fill the hole with concrete mix taking care to keep post's position.

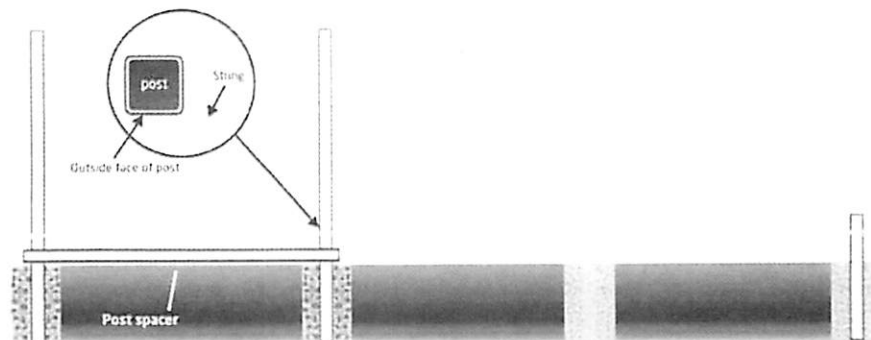


H. Mark the next post position on the ground at 8' distance from the center of the first post.

I. Dig the next hole the same size of the first hole.



J. Place the posts into the holes using the "post spacer" (see page 2) to maintain 8' separation. Level, find the crayon's mark, fill with concrete mix, and repeat the procedure.



# > INSTALLATION

INSTRUCTIONS FOR INSTALLATION ON LEVEL GROUND

# 5

## 2. ATTACHING THE PANEL

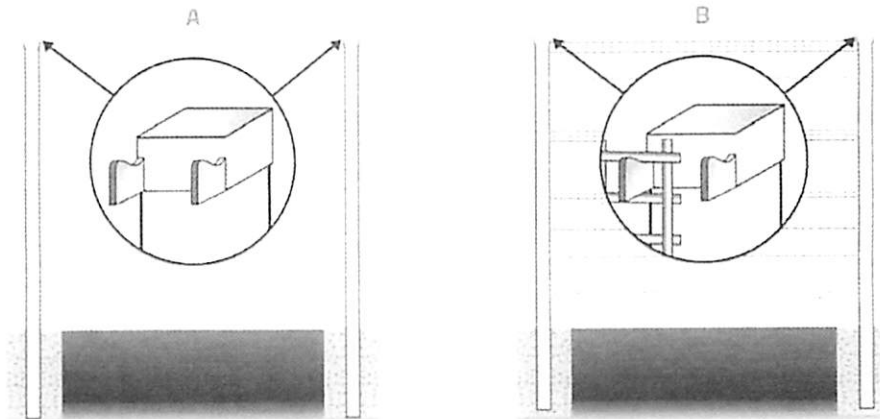


Required tools for this step (page 2)

CONCRETE MUST BE DRY BEFORE YOU CONTINUE WITH THIS STEP.

Note: It is not necessary to use "hanging caps" to install the panels, but using them will help panel installation with only one person.

- A. Put a hanging cap on the first, second, and third posts, secure panels with the lock.
- B. Hang two panels from the highest horizontal wire. Panels will be at the exact height to be attached.



- C. Place the brackets around the first or last vertical wire. The number of brackets needed per post is according to the number of V-braces of the panel. Example:

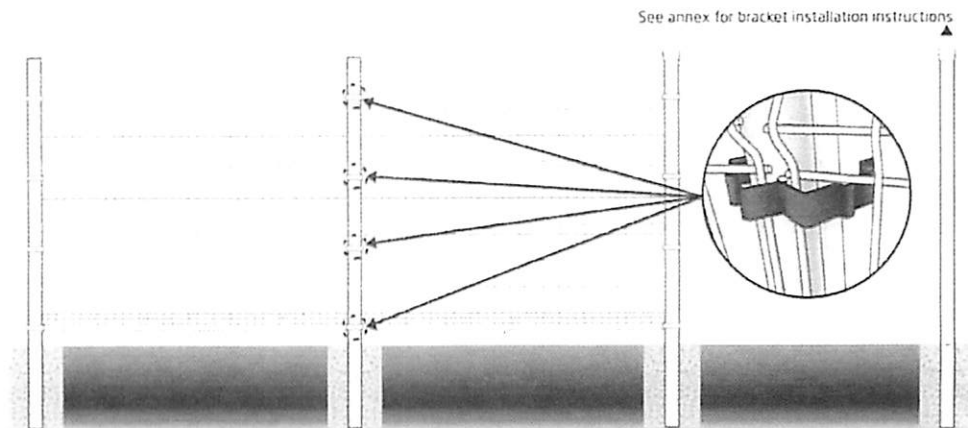
For:	# of brackets
2' panel	2
4' panel	2
5' panel	3
6' panel	4
8' panel	5

# 6

## >INSTALLATION

### INSTRUCTIONS FOR INSTALLATION ON LEVEL GROUND

Use one 1/4" x 1 1/4" galvanized screw and a bolt per bracket. For tightening, use a wrench 7/16".



D. Remove the hanging caps and repeat the procedure with the next posts.

### 3. FINISHING

A. To prevent rust, finish as needed with touch up paint on scratches.

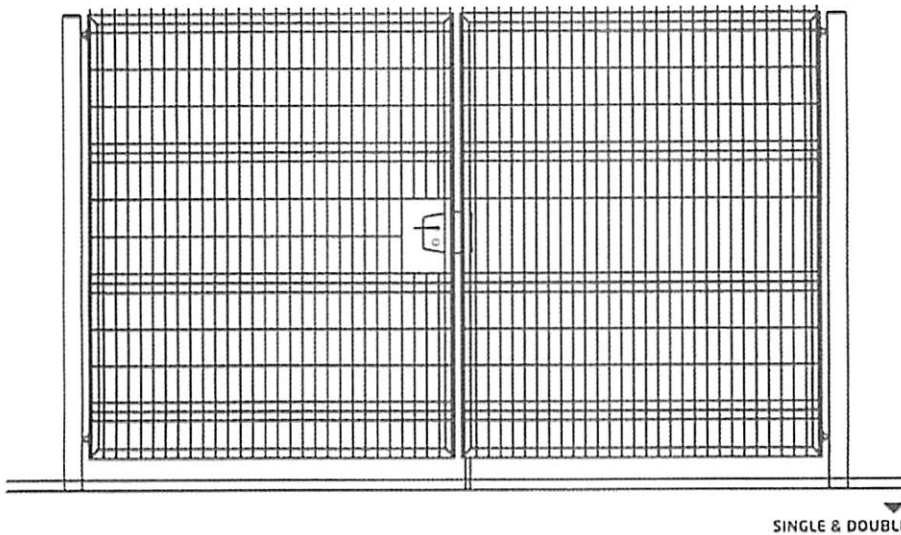
B. Verify that all posts and brackets have plastic cap on top.

C. Remove all the hanging tools.

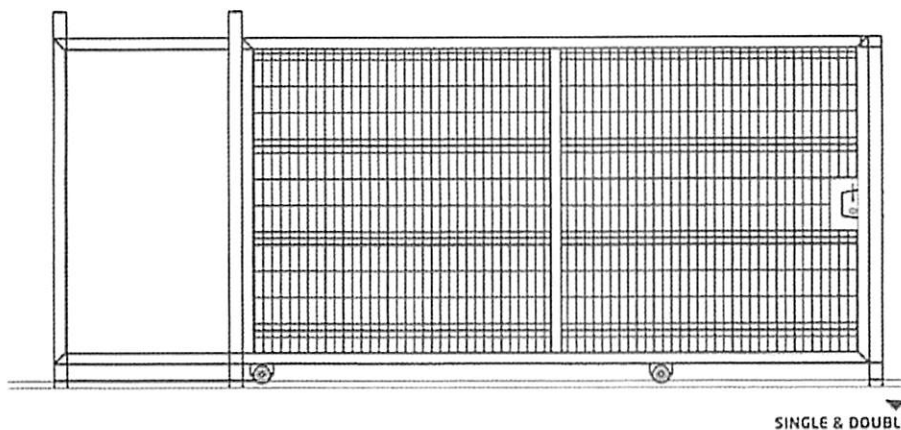
## > DOORS & GATES

# 7

### 1. SWING GATE



### 2. SLIDING GATE



#### Recommendations

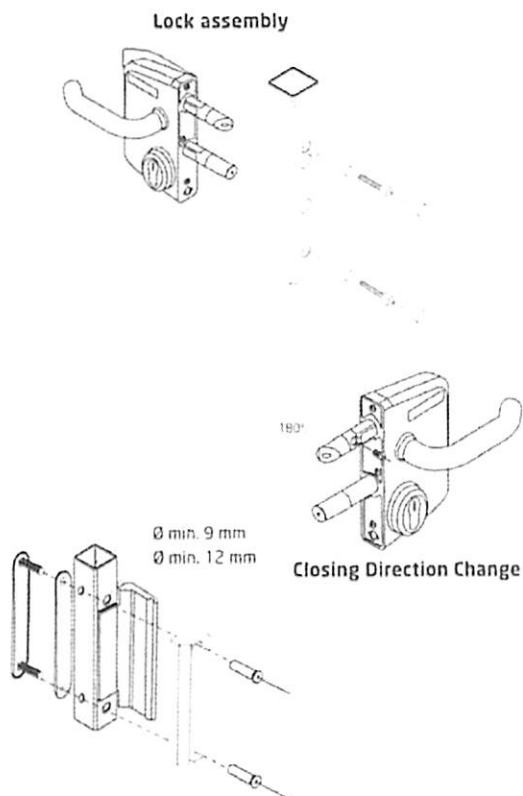
- A. The hinges and drop bolt must be installed inside the property.
- B. Leave 1" gap between frame and posts, and 1" between frames (double gate).
- C. Recommended to use wood block to let the concrete dry.
- D. Loaded post and closing post must be installed aligned and leveled.

# 8

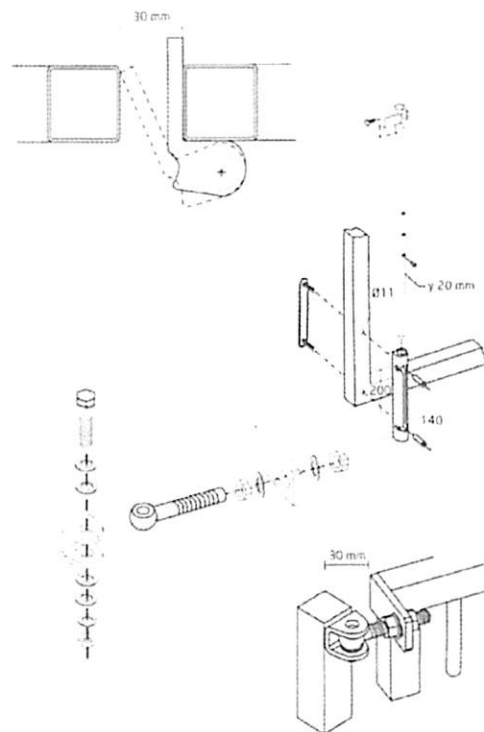
## > DOORS & GATES

### 3. LOCKS

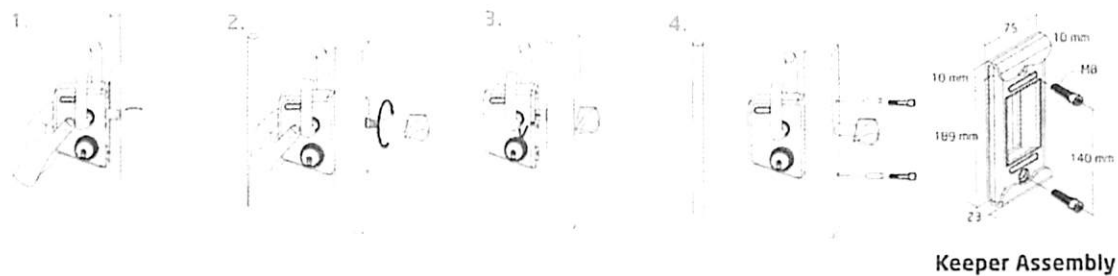
#### 1. Swing Gate Lock & Keeper Assembly



#### 2. Swing Gate Hinge and Drop Bolt Assembly



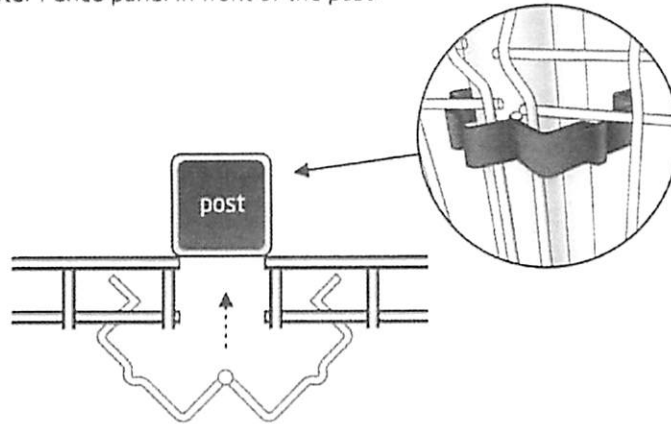
#### 3. Sliding Gate Lock & Keeper Assembly



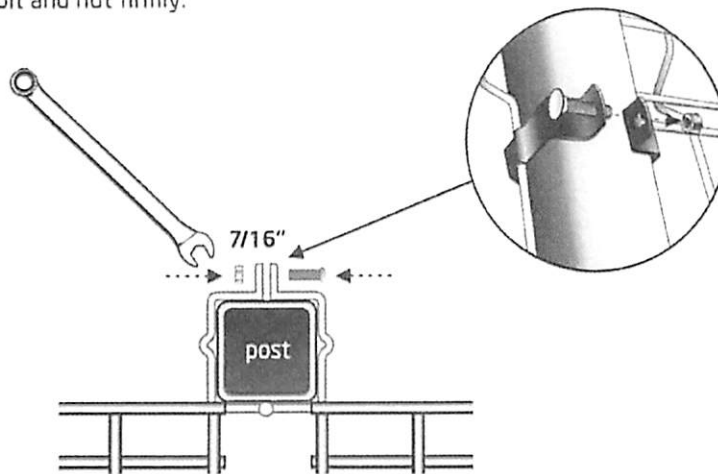
## > STEEL BRACKET

# 9

1. Place Designmaster Fence panel in front of the post.

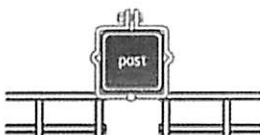


2. Screw the bolt and nut firmly.

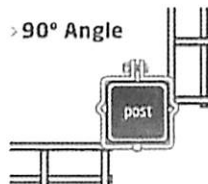


### INSTALLATION OPTIONS

> From the front



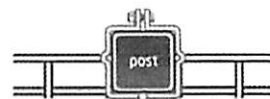
> 90° Angle



> Different angles

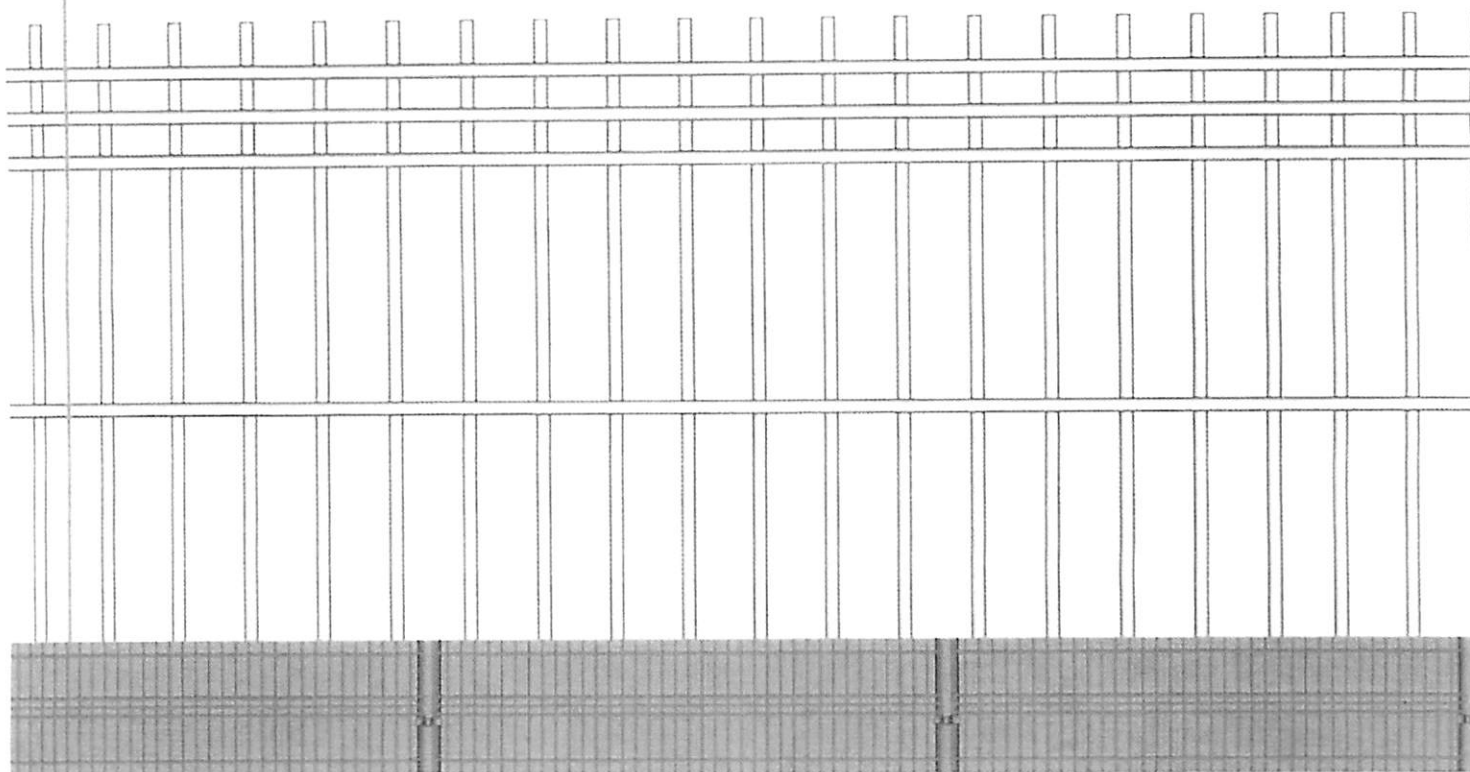


> From the center\*



\* Requires a different post separation.  
For more information contact us.





MANUFACTURED BY



***designmasterfence.com***

Call toll free:

**1 800 332.2376**



8411 Irvington Blvd Ste B,  
Houston, Texas 77022  
Call toll free: USA 1 800 332 2376  
Canada 1 877 343 8575

### Limited Warranty

#### Warranty Terms and Conditions:

Designmaster fence products including panels, posts and affixing hardware, purchased from an authorized distributor or dealer by the original purchaser are warranted for a period of ten (10) years from the date of purchase. Prompt notification shall be given to Deacero USA Inc of any defective product. Designmaster agrees to repair or replace at its option any goods covered by this warranty within 30 days of such notification.

The warranty will provide coverage against defects in materials and workmanship including blistering or loosening on powder coating. Normal wear, tear, abuse and/or misuse are not covered by the warranty. All fence components must be maintained following the Designmaster fence maintenance guide, and the fence is installed using only Designmaster products.

Please read the following instructions carefully. This warranty is void under the following conditions:

- If the product is used for any purpose other than as a fence.
- In the event that the fence is installed other than strictly in accordance with the manufacturer's guidelines.
- Damage on installed products at locations within 20 miles of the coast.
- If any product defects arise from conditions or use other than those considered to be normal working conditions or problems caused from exposition to chemical products, marine erosion, or any component is submerged totally or partially. Misuse and damage by flood, fire or acts of god.
- Damage from accidents, vandalism, excessive loads caused by accumulation of snow, ice, trees or some other material causing damage to the panels or any Designmaster fence component.
- Damage sustained while in transit or on the merchant's premises.
- Damage by not following the Designmaster Fence maintenance or installation guides.
- If the warranty registration card is not completed and returned to Deacero USA Inc within 60 days of purchase date, together with a copy of purchase receipt and the original product label.

This product warranty decreases its value under the following progress during time:

1-2 years: 100%   3-4 years: 80%   5-6 years: 60%   7-8 years: 40%   9-10 years: 20%

This warranty does not cover any consequential loss, attorney's fees or damage howsoever arising and is strictly limited to the value of product supplied excluding freight, removal and installation charges.

This Limited Warranty is provided to and only applies to the consumer who originally purchased the product from a Designmaster fence authorized distributor or dealer. Some states do not allow the exclusion or limitation of incidental or consequential damages. This warranty gives you specific legal rights and you may also have other rights which vary from State to State.

Prompt notification shall be given to Deacero USA Inc. Your claim will be solved within sixty days of receipt and take proper action. If an on-site inspection is requested by you or is required to determine the validity of the claim, Deacero may charge an inspection fee. If it is determined that the product is defective, the inspection fee will be reimbursed.

To make this warranty valid you must fill the on-line registration card at [www.designmasterfence.com](http://www.designmasterfence.com) or send the attached warranty registration card to Deacero USA Inc, 8411 Irvington Blvd Ste B, Houston, TX 77022.

CUT HERE

#### WARRANTY REGISTRATION CARD

Name of Purchaser: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Location of Fence: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Merchant: \_\_\_\_\_

Purchaser's Signature: \_\_\_\_\_

Note: Please attach to this Warranty Registration Card to one original product label for each fence specification purchased plus a copy of your purchase receipt and return within sixty (60) days of purchase.





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### Limited Warranty

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The warranty will provide coverage against defects in materials and workmanship including blistering or loosening on powder coating. Normal wear, tear, abuse and/or misuse are not covered by the warranty. All fence components must be maintained following the Designmaster fence maintenance guide, and the fence is installed using only Designmaster products.

Please read the following instructions carefully. This warranty is void under the following conditions:

- If the product is used for any purpose other than as a fence.
- In the event that the fence is installed other than strictly in accordance with the manufacturer's guidelines.
- Damage on installed products at locations within 20 miles of the coast.
- If any product defects arise from conditions or use other than those considered to be normal working conditions or problems caused from exposition to chemical products, marine erosion, or any component is submerged totally or partially. Misuse and damage by flood, fire or acts of god.
- Damage from accidents, vandalism, excessive loads caused by accumulation of snow, ice, trees or some other material causing damage to the panels or any Designmaster fence component.
- Damage sustained while in transit or on the merchant's premises.
- Damage by not following the Designmaster Fence maintenance or installation guides.
- If the warranty registration card is not completed and returned to Deacero USA Inc within 60 days of purchase date, together with a copy of purchase receipt and the original product label.

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This warranty does not cover any consequential loss, attorney's fees or damage howsoever arising and is strictly limited to the value of product supplied excluding freight, removal and installation charges.

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CUT HERE

#### WARRANTY REGISTRATION CARD

Name of Purchaser: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 Location of Fence: \_\_\_\_\_  
 Date of Purchase: \_\_\_\_\_ Merchant: \_\_\_\_\_  
 Purchaser's Signature: \_\_\_\_\_

Note: Please attach to this Warranty Registration Card to one original product label for each fence specification purchased plus a copy of your purchase receipt and return within sixty (60) days of purchase.



EXHIBIT C  
PROJECT SITE

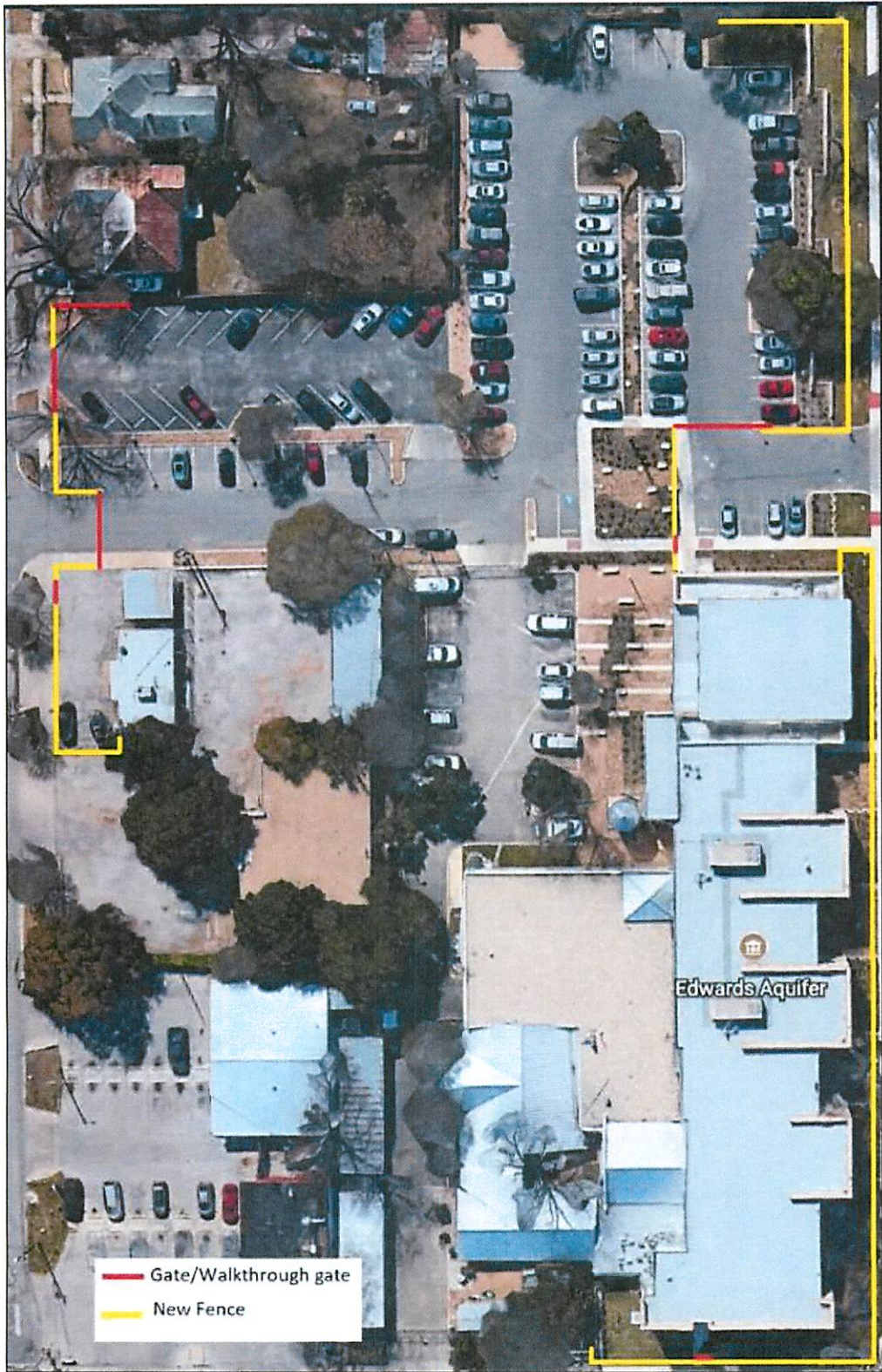


EXHIBIT D  
SUBCONTRACTOR UTILIZATION REPORT

<b>SUBCONTRACTOR UTILIZATION REPORT</b>						
This form must be completed in accordance to the agreement of services or Project Subcontracting Plan. Submit this form to the designated individual as specified in your project agreement. Failure to timely submit this form may delay any payment or reimbursement due to you this reporting period.						
Reporting Period (Month)	Prime Contractor Name				Contract/ PO Number	
Subcontractor Commitment (Dollars)	Subcontractor Commitment (%)	M/WBE Participation (Dollars)		M/WBE Participation (%)		
Date of Prime Award	Original Contract Value	Change Orders			Current Contract Value	
Subcontractor Name	Scope of Work	Award Date	Committed Dollars	Paid this period	Paid to Date	Cert. Code*
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	