AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND TEICHERT CONSTRUCTION

On Call Class A Contractor

THIS AGREEMENT is executed this 22nd day of August, 2023, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and A. Teichert & Sons, Inc. (dba Teichert Construction), a California corporation (hereinafter "Contractor").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, services related to construction of various Public Works projects on an on-going basis, as further discussed in the "Request for Qualifications – 2023-2028 On-Call Class A Contractor" Attachment B.

It is understood by City and Contractor that Contractor performs or secures the performance of Class A Contractor services for the City on an on-going basis. On each occasion Contractor performs services for City, Contractor shall advise the City in writing of the scope of services to be provided, and the cost of, and estimated time to perform the services. Contractor shall not proceed to perform any such service until City and Contractor have established a project cost, a completion schedule, and a time period for performance, and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the City Engineer.

Any rates utilized or requested shall be per Caltrans labor surcharge and equipment rental rates unless otherwise noted in the proposal request. Overhead fees shall be capped at 22%. Total cost for the contractor services shall be based on the scope of work for the project, agreed payment format, associated rates/fees, and the terms of the contract.

There is no minimum contract amount guarantee, and the total combined/aggregate contract amount shall not exceed $10,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement.

2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth with each project. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.

3. **Term.** This Agreement shall commence on August 22, 2023, and shall terminate on August 22, 2028, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair

consideration for the performance of this Agreement, the project cost specified in the Contractor's written scope of services on each occasion a service is performed. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

_____
Steve Carrigan
City Manager

APPROVED AS TO FORM:

_____
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

A. Teichert & Sons, Inc. (dba Teichert Construction)

By (Printed Name): _____
Jim Gallagher
Its (Title): Regional Manager, Bay Area

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On August 3, 2023 before me, S. Foss, Notary Public
(insert name and title of the officer)

personally appeared Jim Gallagher,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. FOSS
Notary Public - California
Alameda County
Commission # 2309723
My Comm. Expires Nov 17, 2023

Signature _____ **(Seal)**

A. TEICHERT & SON, INC., 3500 American River Drive, Sacramento, California 95864

I, PAULA D. JAMES, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT ROCK PRODUCTS, and TEICHERT WATERWORK SERVICES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on January 25, 2023:

RESOLVED, That

	MARY T. TEICHERT	President
and	RONALD L. GATTO	Executive Vice President, Chief Financial Officer & Assistant Secretary
and	PAULA D. JAMES	Secretary

any two of whom acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Mary T. Teichert	President
Ronald L. Gatto	Executive Vice President, Chief Financial Officer & Assistant Secretary
A. Ed Herrnberger	Senior Vice President & President – Teichert Construction
Christopher C. Barkley	Vice President & Director Field Operations
Scott R. Lewis	Vice President & Construction General Manager
Terrence M. McNamara	Vice President Mobile Equipment
Mark A. Nilsen	Vice President & Regional Manager, Central Valley
Janez Seliskar	Vice President Public Procurement
Paula D. James	Secretary

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employees of this corporation:

Wee Chu	Senior Estimator, North Region
Rick Czuleger	Public Works Senior Estimator
Kevin Delaney	Area Manager, Bay Area Region
Jeff Feusi	Chief Estimator, North Region
Jim Gallagher	Regional Manager, Bay Area Region
Russ Hague	Chief Estimator, Bay Area Region
William Martin	Chief Estimator, North Region Public Works
Stephen Muck	General Underground Superintendent, North Region
Tom Musson	Chief Estimator, Central Valley Region
Raul Ortiz	Area Manager, Central Valley Region
Bryan Ramirez	Area Manager, North Region - Woodland
Nathan Rinaldi	Director of Alternative Procurement
Alexander Salcedo	Area Manager, South Valley Region
Cale Sherman	Project Executive, North Region
Mike Stephenson	Chief Estimator, Central Valley Region
Jason Theriault	Chief Estimator, Bay Area Region
Danny Warren	Area Manager, North Region - Lincoln

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work;

RESOLVED FURTHER, That the following individual may sign for this corporation:

Sean Collins	Credit & Contracts Manager Teichert Services Group, Inc.

is designated as attorney in fact of this corporation with full authority to execute credit agreements, credit settlement agreements, lien rights, contracts and other documents relating to the credit and contracts for this corporation.

DATED: August 3, 2023

Paula D. James
Secretary of
A. Teichert & Son, Inc.

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Surety Bonds
Contractor shall provide the following Surety Bonds:
1. Payment bond (for Contracts over $25,000)
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Sexual Abuse and Molestation ("SAM") insurance coverage in a minimum amount of $1,000,000 per occurrence, placed on an occurrence-based policy form is required if Contractor is providing services involving minors.

Attachment B

REQUEST FOR QUALIFICATIONS
FOR CITY OF SALINAS
2023-2028 ON-CALL CLASS A CONTRACTOR

Attachment C

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE
Labor Law Requirements
(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: https://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form).
Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all 25

contractors and subcontractors must furnish certified payroll records into the DIR's Electronic Certified Payroll Reporting ("eCPRs") database (https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp). Penalties apply to Contractor and any Subcontractors for failure to do so under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement when that work is in an excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. See Public Contracts Code §4104.

5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.

6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: http://www.dir.ca.gov/wpnodb.html.

7. **Nondiscrimination in Employment – Equal Employment Opportunity ("EEO"):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.

8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages pursuant to Labor Code §1778.

9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.

10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.

11. **Workers' Compensation:** Contractors and subcontractors must be properly insured for Workers' Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.

12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.

City of Salinas
PUBLIC WORKS DEPARTMENT • 200 Lincoln Ave • Salinas, California 93901
(831) 758-7241 • (831) 758-7935 (Fax) • www.ci.salinas.ca.us

ADDENDUM NO. 1

DATE: June 16, 2023

TO: Potential Responders to Request for Qualifications

FROM: City Engineer, City of Salinas, California

RE: Request for Qualifications for 2023-2028 On-Call Class A Contractor

NOTICE TO ALL POTENTIAL RESPONDENTS, The Request for Qualifications ("RFQ") is changed as set forth in this Addendum. The original RFQ documents is hereby replaced in its entirety with the attached RFQ document. Respondent shall solely take the attached RFQ document into consideration when preparing and submitting respondent's submittal.

The following are the specific changes from the Original RFQ document:

A. **Inquiries Deadline** has been changed from June 14, 2023, to June 23, 2023 at 5:00 p.m. Pacific Standard Time ("PST").

B. **Submittal Deadline** has been changed from June 28, 2023, to July 12, 2023 at 12:00 noon PST.

C. **RFQ Header** has been corrected to state: "2023-2028 On-Call Class A Contractor".

D. **Anticipated Schedule** has been changed as shown on Page 3 of the revised RFQ.

E. The second sentence of the **"General Guidelines"** located at Page 5 of the RFQ has been changed to state "The maximum number of pages is 15, not including tabs or section dividers".

F. The **"Business License Requirements"** located at Page 8 of the RFQ has been deleted and replaced with the "Business License, Performance Bond, and Payment Bond Requirements".

G. **Attachment A – Sample Agreement** has been deleted in its entirety and replaced with Attachment A – Sample Agreement attached on the revised RFQ.

Questions posted on PlanetBids will be addressed via Addendum 2.

Adriana Robles 6/16/23

Adriana Robles, P.E., C.F.M. **DATE**
City Engineer

NOTICE: The responder shall <u>SIGN</u> and attach this addendum to his/her submittal. No submittals will be considered unless this addendum is signed and attached thereto.

_____

RESPONDER'S SIGNATURE **DATE**

NOTICE
REQUEST FOR QUALIFICATIONS
FOR CITY OF SALINAS

SALINAS
RICH IN LAND | RICH IN VALUES

2023-2028 ON-CALL CLASS A CONTRACTOR

You are invited to submit your Statement of Qualifications (SOQ) for providing Class A Contractor Services. SOQs shall be submitted electronically via the PlanetBids website until:

12:00 noon PST on July 12, 2023

The full content of the RFQ is available through the City's Website at https://www.cityofsalinas.org/our-city-services/public-works/bidding-information, then by clicking on the PlanetBids.com link. Prospective proposers must register on the PlanetBids website to view and print request for qualifications package. Registration is free through the link provided here. Once on PlanetBids.com, click "Bid Opportunities". Only registered prospective contractors will receive updates and addenda. If the prime Contractor is not registered on the PlanetBids website when submitting their statement of qualifications, they shall be disqualified. Requests for clarification regarding this RFQ must be submitted through PlanetBids' Q/A tab and received no later than 5:00 pm on June 23, 2023. If addendums are necessary, they will be posted onto this website no later than June 28, 2023.

The City of Salinas is an Equal Opportunity Employer.

The City of Salinas does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, sexual orientation, age, disability, marital status, political affiliation, or any other non-merit factor. The City of Salinas makes reasonable accommodation for individuals with a disability. Individuals requiring any accommodation in order to participate in this process must inform the Public Works Department at janeth@ci.salinas.ca.us or 831-758-7322 no later than 5:00 pm PST of the last day prior to the submittal date stated in this request for qualifications. Hearing impaired or TTY/TDD Text Telephone users may contact the City by dialing 711 for the California Relay Services (CRS) or by telephoning any other service providers' CRS telephone number.

SUMMARY

Proposal Due Date: 12:00 pm (PST) on July 12, 2023.

Submittals: Proposals shall be submitted electronically via the PlanetBids website.

Project Manager: Elise Ramirez, PE, Senior Civil Engineer
City of Salinas
Public Works Department
200 Lincoln Ave.
Salinas, CA 93901

Notification List: The full content of the RFQ is available through the City's Website at https://www.cityofsalinas.org/our-city-services/public-works/bidding-information, then clicking on the PlanetBids.com link. Prospective proposers must register on the PlanetBids website to view and print request for qualifications package. Registration is free through the link provided here. Once on website, click on "Bid Opportunities". Only registered Contractors will receive updates and addenda. **If the prime Contractor is not registered for the project on the PlanetBids website when submitting their statement of qualifications, they shall be disqualified.** If addendums are necessary, they will be posted onto this website on or before June 28, 2023.

Pre-Proposal Meeting: None scheduled.

Inquiries: Requests for clarification regarding this RFQ must be submitted through PlanetBids' Q/A tab and received no later than 5 pm PST on June 23, 2023. Written responses to timely inquiries will be posted on or about June 28, 2023.

Funding: Funding for projects includes local and State funds. A separate RFQ/RFP will be conducted for federally funded projects.

DIR Registration: All Contractors (prime and subs) must possess and maintain registration with the Department of Industrial Relations (DIR) in order to be awarded and to perform work on public works projects. The following is the link to DIR's Contractor Registration: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html.

This work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Additionally, all prime and subcontractors must furnish certified payroll records to the City and directly to the Labor Commissioner (Division of Labor Standards Enforcement) on a weekly basis and in the format prescribed by the City and DIR, which may include electronic submission.

Anticipated Schedule:

Advertise RFQ: May 23, 2023
Question Deadline: June 23, 2023, 5pm PST
Addenda posted for Q&A: June 28, 2023
Statements of Qualifications Due: July 12, 2023, 12:00pm Noon PST
Proposal Review and Evaluation: July 13 – July 21, 2023
Selection Notifications: July 24 - 28, 2023
Contract Award Anticipated: August 2023

Local Purchasing Preference Ordinance:

The City of Salinas Local Purchasing Preference Ordinance encourages participation of local business through the implementation of the city's local purchasing regulations. In determining the best-qualified and responsible, responsive firm, those who qualify as a local business enterprise shall receive a credit of 10% of its total points. If firm qualifies for 10% Local preference **the City will not allow travel expenses or mileage as part of the contract** as it is assumed the business is local.

Service providers must submit a copy of **Declaration of Local Business Form** with the Submittal. Refer to Section 12, Article III-A of the Salinas Municipal Code:

https://library.municode.com/ca/salinas/codes/code_of_ordinances?nodeId=PTIITHCO_CH12FI_ARTIII-ALOPUPR

INTRODUCTION

The City of Salinas (City) is seeking qualified firms to provide On-Call Class A contracting services related to construction of various public works projects. The City intends to select a maximum of five (5) Class A Contractors from these submittals. Master Services Agreements (see attached sample) will be executed between the City and each of the Contractors to memorialize the contractual relationship between City and Contractors. The term of the contract will be five (5) years (2023-2028). There is no minimum contract amount guarantee, and the total combined/aggregate contract amount (for the selected contractors) shall not exceed $10,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the Agreements.

BACKGROUND/PROCESS

The City of Salinas has identified a need to utilize on-call contractors for various public works projects and emergency repairs. For routine projects, the selected Contractor will be asked to submit proposals for an identified scope of work on individual projects or attend an interview to determine which Contractor would best qualify for the specific project. For emergency work, the first available Contractor may be asked to perform the work. This RFQ may be used for local and state funds. The City may require immediate services and it is also possible that more than one project could require services at the same time. Federally funded project will require a separate RFQ process.

The On-Call Class A Contractor agreement is for a five-year period. The City will negotiate with Contractor on the payment format (time and materials, lump sum, itemized etc). Any rates utilized or requested shall be per Caltrans standard rates and fees unless otherwise noted in the proposal request. Total cost for the contractor services shall be based on the scope of work for the project, agreed payment format, associated rates/fees, and the terms of the contract.

SCOPE OF WORK- On Call Class A Contractor

The City of Salinas is seeking the services of qualified Class A Contractor to assist in construction for various public works tasks including, but not limited to pavement rehabilitation and resurfacing projects, sewer and storm line projects, sidewalk improvement projects, traffic and transportation projects, arterial median landscape projects, and emergency work. Work shall be done in accordance with applicable City Standard Plans, Caltrans Standards, MUTCD, project Plans and Specifications or at the direction of the City Engineer.

PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Proposal shall be provide based on the following guidelines.

GENERAL GUIDELINES

Proposal shall include a table of contents and a page number on all sheets. The maximum number of pages is 15, not including tabs or section dividers. The cover (front and back), cover/transmittal letter, table of contents, tabs or section dividers are excluded from the page limit count. The minimum font size for the body text shall be 12 point. Divider tabs are encouraged for each section listed below.

TRANSMITTAL LETTER

The transmittal letter should be on the Contractor's letterhead and addressed to City of Salinas project manager, as indicated on the summary page of this RFQ. The letter should indicate the Contractor's understanding of the City's needs and work required. If an addendum has been issued, please acknowledge receipt of the addendum in the letter. The letter shall be signed by an official or representative authorized to negotiate and contractually bind the firm. Please include return address and email address of the person that should be notified during the interview and negotiation process. **The Contractor shall indicate their acceptance of the terms and conditions of the sample agreement included as Attachment 1.**

FORMAT

The following information must be included in the RFQ submittal in the order listed:

SECTION 1: FIRM PROFILE (2 pages maximum) - A summary that identifies likely project managers and a brief description of the Contractor's firm, firm specialties, including the year the firm was established, type of organization (partnership, corporation, etc.) and a statement of the firm's qualifications for performing the subject contracting services.

SECTION 2: PROJECT TEAM (11x17 sheet maximum) - An organizational chart depicting the staffing proposed by the firm, and a one-to-three-page table summarizing the roles and responsibilities of the key team members who will be assigned to the On-Call projects. One-page resumes for the project manager and key staff may be included in Section 5: Appendix.

SECTION 3: RELEVANT PROJECT EXPERIENCE (3 pages maximum) – Provide brief summaries of relevant project experiences, including public agency experiences.

SECTION 4: REFERENCES (2 page maximum) – A list of at least five (5) references from recent clients for projects with municipal government of similar types. Include cost for the portion of work done (if available), contact person, email address and phone number.

SECTION 5: APPENDIX (5 pages maximum) – A brief appendix providing other relevant information that will assist the City in selecting the most qualified Contractors, including resumes for the project manager and key staff, and brief summaries for subcontractors that are used (if applicable).

EVALUATION

An evaluation committee consisting of City Staff and/or other qualified individual will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant experience of the Contractor. The evaluation committee will review and rank the SOQ and may conduct interviews, if necessary. The rankings will be based upon the following criteria:

1. **Firm Profile (10 points max):** Does the contractor offer the breadth and quality of services required for Class A contractor services?
2. **Project Team (10 points max):** Do the qualifications of key personnel to be assigned to the anticipated projects meets or exceeds expectations? Do assigned personnel and subcontractors have requisite experience and qualifications? Does the firm's organizational structure show sufficient depth for its present workload?
3. **Relevant Project Experience (10 points max):** Has the contractor demonstrated the ability to successfully provide services for anticipated projects as described herein?
4. **Specific Management Approach (10 points max):** Has the contractor described its ability to achieve budget and project delivery goals? How will the contractor apply its management techniques and resources?
5. **References (10 points max):** Are the contractor's references from past clients and associates favorable? Is the firm financially stable?
6. **Local Purchasing Preference Ordinance (10% of total points):** Is the Contractor recognized as a "Local Business" per Salinas Municipal Code?

Total possible points: 50 + (10% for Local Preference)

An evaluation committee will review the SOQ's and forward its recommendation to City Engineer. The City Engineer will finalize the ranking, conduct Contractor's interviews (if necessary), and recommend a minimum of three and maximum of five On-Call Class A Contractors to the City Council for final approval (anticipated August 2023).

Aside from the selection process described herein, Contractors or their representatives are prohibited from attempting to influence this selection process by contacting Selection committee members, elected officials, City Staff or other individuals or entities involved in selecting the

Contractor or awarding the Contractor agreement. Any such attempt to influence selection outside of the prescribed process will be grounds for disqualification.

NEGOTIATION

The City will negotiate to secure agreements with the top-ranked firms. If unsuccessful, negotiations will be terminated and staff shall then begin negotiating with the next ranked firm. This process will continue until an agreement is secured. A minimum of three a maximum of five on-call Class A Contractors will be recommended to the City Council for final approval along with its respective signed master services agreements.

The City reserves the right to reject any and all submittals received, and to re-advertise/reissue this request for qualifications.

AWARD

Award of the selected Consultant's contract will be subject to the City Council's approval. Aside from announcing the top ranked proposal, the scored evaluations will be kept confidential unless production is otherwise required under State law.

GENERAL CONDITIONS

RECORDS AND FINANCIAL DATA

All correspondence with the City, including responses to this RFQ, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request for Qualifications will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement. During the selection process, until a firm is selected the City will not disclose proposals, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that information may not remain private and may be publicly disclosed. Rates for services are not considered confidential or proprietary and are subject to disclosure.

The following will be general information for the proposers:

a. A prospective firm may withdraw their responses at any time prior to the date and the time which is set forth herein as the deadline for submittal of SOQ.
b. Each prospective firm submitting a SOQ in response to this RFQ agrees that the preparation of all materials and presentations are at the prospective firms' sole cost and

expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective firm. In addition, each prospective firm understands and agrees that all documentation and materials submitted with a SOQ will remain the property of the City and will become a public document.

c. The City reserves the right to request additional information from any and all prospective firms as deemed necessary by the City in order to evaluate the SOQ's. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original RFQ.
d. All terms will remain in effect and legally binding for at least one hundred twenty (120) days from the date of submission.
e. This RFQ shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

The City of Salinas reserves the right to (1) reject any or all responses, (2) postpone award of the Contract for a period not to exceed one hundred twenty (120) calendar days from the date replies are due, (3) waive informalities in the responses, and (4) take whatever action or make whatever decision it determines to be in the best interest of the City. The City of Salinas assumes no obligation in this general solicitation of Qualifications and all costs and expenses of responding to this RFQ shall be borne by the individual parties preparing and/or submitting a proposal.

BUSINESS LICENSE, PERFORMANCE BOND, AND PAYMENT BOND REQUIREMENTS

If selected, your firm will be required to obtain a City of Salinas Business License. Refer to link for information:

https://www.cityofsalinas.org/our-city-services/finance/business-licenses

With each awarded project, the Contractor will be required to furnish a Bond for the faithful performance of the project being not less than 100% of the estimated cost of the project. A Payment Bond (Labor and Material Bond) will also be required to be furnished for an amount not less than 100% of the estimated cost of the project.

INQUIRIES

Requests for clarification regarding this RFQ must be submitted through PlanetBids' Q/A tab and received no later than June 23, 2023, by 5pm. Written responses to timely inquiries will be posted by June 28, 2023.

SAMPLE AGREEMENT

ATTACHMENT NO. A

ATTACHMENT A – SAMPLE AGREEMENT

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND XXX

On Call Class A Contractor

THIS AGREEMENT is executed this ____ day of _____, 20__, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and [insert contractor's legal name], a [California corporation/limited liability company/dba/etc.] (hereinafter "Contractor").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, services related to construction of various Public Works projects on an on-going basis, as further discussed in the "Request for Qualifications – 2023-2028 On-Call Class A Contractor" Attachment B.

It is understood by City and Contractor that Contractor performs or secures the performance of Class A Contractor services for the City on an on-going basis. On each occasion Contractor performs services for City, Contractor shall advise the City in writing of the scope of services to be provided, and the cost of, and estimated time to perform the services. Contractor shall not proceed to perform any such service until City and Contractor have established a project cost, a completion schedule, and a time period for performance, and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the City Engineer.

Any rates utilized or requested shall be per Caltrans labor surcharge and equipment rental rates unless otherwise noted in the proposal request. Overhead fees shall be capped at 22%. Total cost for the contractor services shall be based on the scope of work for the project, agreed payment format, associated rates/fees, and the terms of the contract.

There is no minimum contract amount guarantee, and the total combined/aggregate contract amount shall not exceed $10,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement.

2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth with each project. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.

3. **Term.** This Agreement shall commence on [XXX], and shall terminate on [XXX], unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant

to the terms of this Agreement.

4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, the project cost specified in the Contractor's written scope of services on each occasion a service is performed. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to

the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

_____
Steve Carrigan
City Manager

APPROVED AS TO FORM:

_____
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

_____

By (Printed Name):_____

Its (Title):_____

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:
1. **Commercial General Liability** ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Surety Bonds
Contractor shall provide the following Surety Bonds:
1. Payment bond (for Contracts over $25,000)
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Sexual Abuse and Molestation ("SAM") insurance coverage in a minimum amount of $1,000,000 per occurrence, placed on an occurrence-based policy form is required if Contractor is providing services involving minors.

Attachment B

REQUEST FOR QUALIFICATIONS
FOR CITY OF SALINAS
2023-2028 ON-CALL CLASS A CONTRACTOR

Attachment C

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE
Labor Law Requirements
(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: https://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form).
Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all 25

contractors and subcontractors must furnish certified payroll records into the DIR's Electronic Certified Payroll Reporting ("eCPRs") database (https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp). Penalties apply to Contractor and any Subcontractors for failure to do so under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement when that work is in an excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. See Public Contracts Code §4104.

5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.

6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: http://www.dir.ca.gov/wpnodb.html.

7. **Nondiscrimination in Employment – Equal Employment Opportunity ("EEO"):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.

8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages pursuant to Labor Code §1778.

9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.

10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.

11. **Workers' Compensation:** Contractors and subcontractors must be properly insured for Workers' Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.

12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.