

**AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF SALINAS AND WATER ONE INDUSTRIES, INC.**

**Boiler / Chiller Water Treatment**

**THIS AGREEMENT** is executed this 12<sup>th</sup> day of November 2024 (“Agreement” or “Contract”) between the City of Salinas, a California charter city and municipal corporation (hereinafter “City”) and Water One Industries, Inc., a **California Corporation** (“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, the following services: water treatment for City buildings boiler / chiller loop systems, as set forth in Contractor’s proposal dated September 18, 2024, Attachment B.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. 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.** The work under this Agreement shall commence on November 13, 2024, and shall be completed by November 13, 2027, unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, an amount not to exceed \$52,000 for water treatment service and improvements, as described in Contractor’s fee schedule, Attachment B. 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 ensure 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 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, including those outlined in Attachment C. 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**

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Rene Mendez  
City Manager

APPROVED AS TO FORM:

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

**CONTRACTOR**

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By (Printed Name): \_\_\_\_\_

Its (Title): \_\_\_\_\_

## 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 to reduce or eliminate such self-insured retentions as respects to 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
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.



**Attachment B**

5410 Gateway Plaza Drive  
Benicia, CA 94510  
(707) 747-4300  
Fax: (707) 747-4303

Water Treatment Products and Equipment - Sales and Service - C-55 License#990760

September 18, 2024

City of Salinas  
Public Works  
426 Work St.  
Salinas, CA 93901

Attention: Sean Schmidt

Subject: Sherwood Hall - 940 N Main St. - Salinas, CA  
Re: 1 Each Cooling Tower System and 1 Each Chilled Water Closed Loop System, 1 Each Hot Water Closed Loop System

Dear Sean,

Thank you for the opportunity to provide this quote.

**Monthly Service Agreement**

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We recommend a monthly water treatment service agreement for the 1 Each Cooling Tower System, 1 Each Chilled Water Closed Loop and 1 Each Hot Water Closed Loop system. Our monthly service agreement includes a minimum of once per month service. During the service, a technician ensures all of the water treatment equipment is working properly. The conductivity controller's sensor and flow switch are cleaned, the conductivity controller is calibrated and programmed if necessary, the in-line strainer is cleaned, and the chemical feed pumps are adjusted and primed as necessary.

We supply all of the water treatment chemicals necessary to help minimize scale formation and bacteria growth. The tap water (makeup water) and system waters (recirculating water) are tested to ensure the minerals are in the proper balance. Tests are run to verify the proper amount of scale and corrosion inhibitors are added to the system waters. All of these tests would be performed monthly. Digital reports documenting our findings would also be provided.

This service contract will also provide monthly testing and water treatment chemicals for the closed loop systems at this facility. In order to protect these systems from corrosion, we will maintain treatment levels in the systems to meet 800-1,600 ppm sodium nitrite. Iron and Copper analysis will be ran quarterly.

City of Salinas  
(RE: Sherwood Hall - 940 N Main St. - Salinas, CA)  
September 18, 2024  
Page 2 of 2

**Reporting Method:**

Water One has replaced its pens, paper, and report binders in favor of iPads and the eServiceReport platform for collecting and distributing service data. Not only will you have access to service data 24/7 from any computer or smart phone via a web browser, but there is no software to download or maintain. Service history can be easily reviewed with features such as color-coded control limits, as well as, charts and graphs to trend data. This will help determine where system improvements can be made to ensure efficient equipment performance. Going beyond complete service history and useful data presentation, the platform also provides access to SDS, product data sheets, pictures, and more.

Our monthly fee for performing all of the above items would be **\$700.00** per month.

Thank you for your consideration. Please let me know if you have any questions. I can be reached at (707) 888-1546

Sincerely,  
Water One Industries, Inc.



Brian Robinson  
Regional Manager



# Quote - 16358

Water One Industries, Inc.  
5410 Gateway Plaza Drive  
Benicia, CA 94510  
(707) 747-4300  
service@wateroneonline.com  
C-55 Lic. 990760



Date	9/18/2024
Quote Number	16358
Quote Valid for 90 Days Unless Noted Elsewhere	

### To

City of Salinas  
Public Works  
426 Work St.  
Salinas, CA 93901

### Service/Delivery Address

Sherwood Hall  
940 N Main St.  
Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
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\*\*\* This Quote is for the Chilled Water Loop \*\*\*

1	Cleaning/Treatment	Complete Cleaning (Alkaline Cleaner) And Treatment (Sodium Nitrite) To The Chilled Water Closed Loop System. This involves adding the cleaner during one visit, coming back to crack a bleed off on a separate visit and then returning to check on the system either once or twice to determine if it has thoroughly flushed all the way down or not. Once it has all the fouled water flushed out and matches regular city water values, we will add the Sodium Nitrite treatment to the proper range of 800-1200 ppm.	2,250.00	2,250.00
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\*\*\*\* Note! During the sanitization process, there is a possibility that strainers could be plugged with debris. Once the sanitization process is complete, a mechanical contractor should clean all strainers to remove any debris.

It is also important to note, that whenever a system is being cleaned and you are attempting to loosen preexisting corrosion and debris, then that debris can act as an abrasive and possibly cause a pump seal to leak. This is a rare occurrence, but it does happen from time to time and we cannot be held responsible if this occurs. \*\*\*\*

Quote Accepted By: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Quote valid for 90 days.  
Quote can be accepted by signing and returning  
quote or issuing a purchase order

**Subtotal** \$2,250.00

**Sales Tax (9.25%)** \$0.00

**Total \$2,250.00**

# Quote - 16355

Water One Industries, Inc.  
 5410 Gateway Plaza Drive  
 Benicia, CA 94510  
 (707) 747-4300  
 service@wateroneonline.com  
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16355
Quote Valid for 90 Days Unless Noted Elsewhere	

**To**

City of Salinas  
 Public Works  
 426 Work St.  
 Salinas, CA 93901

**Service/Delivery Address**

Sherwood Hall  
 940 N Main St.  
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Chilled Water Closed Loop ***				
1	FB-2-SB-CS-Z	GWS 2 Gallon Flat Bottom Bypass Feeder, Safety Bar Closure, carbon steel construction	405.00	405.00T
1	P-12	Pedestal, Griswold Feeder	110.00	110.00T
1	SB-SS	GWS Bypass Feeder -- Stainless Steel Filter Basket	203.00	203.00T
12	SB-5	GWS Bypass Feeder -- 5 Micron Filter Bag	26.00	312.00T
1	FB-3G	3 Gallon Container for Filter Bags, Screw Top Lid/ Water Tight	27.00	27.00T
1	Materials-PF	Materials Needed To Install The High Capacity Filtration By-Pass Feeder. Includes All 3/4 Inch Copper Piping And ProPress Fittings, Dielectric Unions, 3/4 Inch Brass Valves, Wedge Anchors, Strut, Clamps, And All Miscellaneous Parts And Pieces Necessary To Complete The Installation.	750.00	750.00T
1	Installation	Labor Charge To Install Unit.	1,500.00	1,500.00
1	Truck Charge	Truck Charge. Flat fee for delivery and mileage.	50.00	50.00

Quote Accepted By: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Quote valid for 90 days.  
 Quote can be accepted by signing and returning quote or issuing a purchase order

**Subtotal** \$3,357.00  
**Sales Tax (9.25%)** \$167.15

**Total \$3,524.15**

# Quote - 16356

Water One Industries, Inc.  
 5410 Gateway Plaza Drive  
 Benicia, CA 94510  
 (707) 747-4300  
 service@wateroneonline.com  
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16356
<b>Quote Valid for 90 Days Unless Noted Elsewhere</b>	

**To**

City of Salinas  
 Public Works  
 426 Work St.  
 Salinas, CA 93901

**Service/Delivery Address**

Sherwood Hall  
 940 N Main St.  
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Cooling Tower System ***				
1	WCT6A00PANNN-LANNN	Walchem Intuition-6 WCT Series LCD Touch screen digital cooling tower conductivity controller with 6 powered relays, one sensor input card and loose flow switch manifold with 20 foot cables.	1,847.00	1,847.00T
1	E10VXHA2S6	Stenner ECON VX Pump 14.0 GPD/52.9LPD	576.37	576.37T
2	LB03SA-VTC1-055	PULSATRON Series A PLUS 12GPD Chemical Feed Pump	727.00	1,454.00T
1	HAM EN4SD303012GY	30" x 30" x 12" D NEMA 4 steel enclosure with hinged door. Back panel included.	1,017.00	1,017.00T
1	Pre-Fabrication	Pre-Fabrication Of Water Treatment Control Equipment In A Hoffman Nema 4 Enclosure. Schedule 80 Tubing & Fittings And All Parts And Pieces Are Included.	750.00	750.00T
3	01-29333	Gemini 2, 20 Gallon Dual Containment Drum - Square - 18x18x24	731.09	2,193.27T
4	691K-C-5	Scale Inhibitor & Remover - 5 Gallons	196.00	784.00T
4	19/5	Env-Iso 1.5 (1.6% Isothiazolinone) 5 G/ 42 lb. (Pail)	176.00	704.00T
4	Justeq07	Microbicide 5 Gallon Pail	181.20	724.80T
1	Materials-CT	Materials Needed To Install The Cooling Tower Monitoring Equipment and Side-Stream Piping. Includes All 3/4 Inch SCH 80 PVC Piping And Fittings. 3/4 Inch Ball Valves, Roof Blocks, Teflon Tape, Glue, Primer, Hardware, Strut, Clamps, And All Miscellaneous Parts And Pieces Necessary To Complete The Installation.	600.00	600.00T
1	Installation	Labor Charge To Install and Program all of the above listed monitoring equipment.	3,000.00	3,000.00
1	Truck Charge	Truck Charge. Flat fee for delivery and mileage.	50.00	50.00

Quote Accepted By: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Quote valid for 90 days.  
 Quote can be accepted by signing and returning quote or issuing a purchase order

**Subtotal**

**Sales Tax (9.25%)**

Total

# Quote - 16356

Water One Industries, Inc.  
5410 Gateway Plaza Drive  
Benicia, CA 94510  
(707) 747-4300  
service@wateroneonline.com  
C-55 Lic. 990760



Date	9/18/2024
Quote Number	16356
Quote Valid for 90 Days Unless Noted Elsewhere	

### To

City of Salinas  
Public Works  
426 Work St.  
Salinas, CA 93901

### Service/Delivery Address

Sherwood Hall  
940 N Main St.  
Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
		PLEASE NOTE: We will be reusing the current bleed solenoid valve and most of the piping that was recently installed. We will not be hauling off old chemical or drums.		

Quote Accepted By: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Quote valid for 90 days.  
Quote can be accepted by signing and returning  
quote or issuing a purchase order

**Subtotal** \$13,700.44

**Sales Tax (9.25%)** \$985.17

**Total \$14,685.61**

# Quote - 16354

Water One Industries, Inc.  
 5410 Gateway Plaza Drive  
 Benicia, CA 94510  
 (707) 747-4300  
 service@wateroneonline.com  
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16354
<b>Quote Valid for 90 Days Unless Noted Elsewhere</b>	

**To**

City of Salinas  
 Public Works  
 426 Work St.  
 Salinas, CA 93901

**Service/Delivery Address**

Sherwood Hall  
 940 N Main St.  
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Hot Water Closed Loop ***				
1	FB-2-SB-CS-Z	GWS 2 Gallon Flat Bottom Bypass Feeder, Safety Bar Closure, carbon steel construction	405.00	405.00T
1	P-12	Pedestal, Griswold Feeder	110.00	110.00T
1	SB-SS	GWS Bypass Feeder -- Stainless Steel Filter Basket	203.00	203.00T
12	SB-5	GWS Bypass Feeder -- 5 Micron Filter Bag	26.00	312.00T
1	FB-3G	3 Gallon Container for Filter Bags, Screw Top Lid/ Water Tight	27.00	27.00T
1	Materials-PF	Materials Needed To Install The High Capacity Filtration By-Pass Feeder. Includes All 3/4 Inch Copper Piping And ProPress Fittings, Dielectric Unions, 3/4 Inch Brass Valves, Wedge Anchors, Strut, Clamps, And All Miscellaneous Parts And Pieces Necessary To Complete The Installation.	750.00	750.00T
1	Installation	Labor Charge To Install Unit.	1,500.00	1,500.00
1	Truck Charge	Truck Charge. Flat fee for delivery and mileage.	50.00	50.00
PLEASE NOTE: Prior to Water One coming out to perform any of this work, we would need the current taps to be replaced with 1/2 or 3/4 x FNPT or MNPT. This work would need to be performed by a mechanical contractor. Please reference photos in email.				

Quote Accepted By: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Quote valid for 90 days.  
 Quote can be accepted by signing and returning quote or issuing a purchase order

**Subtotal** \$3,357.00

**Sales Tax (9.25%)** \$167.15

<b>Total</b>	<b>\$3,524.15</b>
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# Quote - 16357

Water One Industries, Inc.  
 5410 Gateway Plaza Drive  
 Benicia, CA 94510  
 (707) 747-4300  
 service@wateroneonline.com  
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16357
<b>Quote Valid for 90 Days Unless Noted Elsewhere</b>	

**To**

City of Salinas  
 Public Works  
 426 Work St.  
 Salinas, CA 93901

**Service/Delivery Address**

Sherwood Hall  
 940 N Main St.  
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Hot Water Loop ***				
1	Cleaning/Treatment	Complete Cleaning (Alkaline Cleaner) And Treatment (Sodium Nitrite) To The Hot Water Closed Loop System. This involves adding the cleaner during one visit, coming back to crack a bleed off on a separate visit and then returning to check on the system either once or twice to determine if it has thoroughly flushed all the way down or not. Once it has all the fouled water flushed out and matches regular city water values, we will add the Sodium Nitrite treatment to the proper range of 800-1600 ppm.	2,250.00	2,250.00
<p>**** Note! During the sanitization process, there is a possibility that strainers could be plugged with debris. Once the sanitization process is complete, a mechanical contractor should clean all strainers to remove any debris.</p> <p>It is also important to note, that whenever a system is being cleaned and you are attempting to loosen preexisting corrosion and debris, then that debris can act as an abrasive and possibly cause a pump seal to leak. This is a rare occurrence, but it does happen from time to time and we cannot be held responsible if this occurs. ****</p>				

Quote Accepted By: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Quote valid for 90 days.  
 Quote can be accepted by signing and returning quote or issuing a purchase order

**Subtotal** \$2,250.00

**Sales Tax (9.25%)** \$0.00

<b>Total</b>	<b>\$2,250.00</b>
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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 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.
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.