

PUBLIC WORKS CONTRACT (Informal Bid)

Mitigation, Remediation & Trauma On-Call

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 22 day of June, 2017, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and California Premier Restoration Inc. hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Mitigation, Remediation & Trauma Clean Up On-Call. Work is to be as set out in the Specifications, attached as Exhibit A, dated May 31, 2017 on file in the Office of the General Services and as in the Contractor's Proposal attached as Exhibit B hereto, dated June 7, 2017. City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee fully described in Contractor's fee schedule, Exhibit B. The total amount of compensation to be paid under this Agreement is for a not-to-exceed amount of Ninety Nine Thousand Nine Hundred Ninety Nine Dollars and no cents (\$99,999.00).
2. **TIME OF PERFORMANCE.** The work under this contract shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the exhaustion of dollar limit or within three (3) years whichever is first.
3. 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.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Specifications
 - B. Accepted Proposal
 - C. Non-Collusion Declaration
 - D. Debarment and Suspension Certification

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

CITY OF MONTEREY:

By: _____

City Manager, or his designee

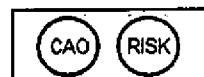
California Premier Restoration Inc.:

Michael Mosebach - President

By: _____

Print & Sign Name, Title

T00013-CA (v. 2.2 - 9/18/2015)



BUILDING MAINTENANCE DIVISION
PHONE 831-646-3926 FAX 831-643-0962

CALL FOR BIDS (INFORMAL)

PROJECT OPENING DATE: May 31, 2017

PROJECT NAME: Mitigation, Remediation & Trauma Clean-Up

PROJECT LOCATION: City of Monterey, Presidio of Monterey (POM),
Monterey CA 93940, Ord Military Community
(OMC), Seaside, CA 93955

PROJECT DESCRIPTION:

Contractor to provide all labor, material, equipment, and project management for Mitigation, Remediation & Trauma Clean-Up On- Call Contract for Presidio Municipal Services Agency (PMSA) projects in accordance with the Specification. The work shall be located in the City of Monterey, Presidio of Monterey (POM), Ord Military Community (OMC). The contract agreement will be for a not to exceed funding limit of \$99,999.00 or three (3) years, whichever occurs first. The amount of work to be requested during the contract period cannot be well defined at the outset. The Contractor will be responsible for Mitigation, Remediation & Trauma Clean-Up as needed. There is no guarantee of work during the Contract. Work shall be issued through Work Orders.

Contractor bidding preferably should be legally entitled to perform contracts requiring a Class B General Contractor License and have employees holding IICRC and ABRA certifications in related categories. Any bidder or contractor performing work and not properly licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor State License Board.

Bid Questions

May be submitted until June 6, 2017 by 10:00 A.M. to kinzie@monterey.org.

Bid Walk

There will be no Bid Walk



BID SCHEDULE (Schedule of Quantities and Prices)

Shall be received in the office of the Building Maintenance Division at Presidio Bldg. 268, Monterey CA., UNTIL 10:00 A.M on June 8, 2017 for Mitigation, Remediation & Trauma On-Call per scope. Please e-mail your bid to kinzie@monterey.org .

Item	Hourly Labor Rates	Unit	No. of Hours	Hourly Price Rate	Amount
1	Project Manager	Hr	1		
2	Superintendent	Hr	1		
3	Foreman	Hr	1		
4	Laborer group 4 Final Clean	Hr	1		
5	Laborer Demolition	Hr	1		
6	Mitigation/ Remediation Supervisor	Hr	1		
7	Certified Trauma Cleaner	Hr	1		
8	Mitigation/ Remediation Technician	Hr	1		
				SUB TOTAL A	
	Equipment Schedule/ Misc. Charges		Quantity	Daily Rate/Each	Amount
9	Air Mover	Day	1		
10	Multiport adapter cavity drying	Day	1		
11	Vane Axial	Day	1		
12	Dehumidifier 70 pints AHAM	Day	1		
13	Dehumidifier 130 pints AHAM	Day	1		
14	Electric Heat Dryer 31,000 BTU	Day	1		
15	Negative Air Machine Small 500 CFM	Day	1		
16	Negative Air Machine Large 2000 CFM	Day	1		
17	Submersible Pump	Day	1		
18	Percent Reduction for Weekly Rental	%	100		-()
19	Filter for Negative Air Small (HEPA Filters)	Ea	1		
20	Filter for Negative Air Large (HEPA Filters)	Ea	1		
21	Emergency Mobilization Fee during Normal Hours	Ea	1		
22	Emergency Mobilization Fee After Hours	Ea	1		
				SUB TOTAL B	
23	Sub-Contractor Markup	%	100		
Base Bid Total A & B					

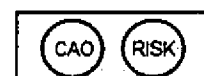
NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____



SIGNATURE: _____

SIGNED SIGNATURE: _____

CONTRACTORS LEGAL NAME: _____
(Please Print)

WHERE CONTRACTOR IS ORGANIZED: _____
(i.e. California Corporation, or individual doing business under Ca. Law)

CONTRACTOR LICENSE NUMBER: _____

LICENSE EXPIRATION DATE: _____

SUB CONTRACTORS: _____
(That you would use)

SUBCONTRACTOR LICENSE: _____

BID ITEM DESCRIPTION

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

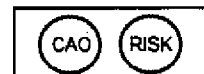
ITEM DESCRIPTIONS: (SCOPE)

The unit and lump sum prices paid shall be full compensation for completing the contract, and shall include all labor, materials, equipment, taxes, and incidentals for a complete job, and no separate or additional compensation shall be made therefore. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished. The scope of work for each item shall include, but shall not be limited to:

A. Hourly Labor Rates (1-8)

The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary for the trade. Contractor, when you bid you must fill in each item, there should be no blanks or not applicable. If you choose to leave an area blank due to the fact your company does not have this position it will make your bid NON-Responsive and therefore not valid.

B. Equipment Schedule/ Misc. Charges (9-22)



These rates are daily rates for equipment rental. A percentage for a weekly rental reduction should be shown as a percentage of 100 and indicated as a negative dollar amount in the amount column. Example a 10% discount from \$100 should show as - \$10.00. Filters and mobilization fees. Contractor, when you bid you must fill in each item, there should be no blanks or not applicable. If you choose to leave an area blank due to the fact your company does not have this position it will make your bid NON-Responsive and therefore not valid.

C. Sub-Contractor Markup (23)

This percentage cost shall include prime contractor's mark-up for sub-contractor's cost for completion of each project work order.

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

Bid Clarification

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive and responsible bid on the Base Bid Total A & B. The Sub Total of A & B will be the basis for bid comparison.

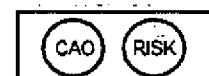
Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Unit and lump sum prices shall be for items in place, as shown in the specifications, including all labor, material, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is a incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The bidder agrees to do the work on an on-call basis in such increments and at such times and locations as will be defined



in written requirements to be issued by the City as the need arises. Contractor shall submit cost estimates based on the project, plans, scope of work and accepted prices described in the Proposed Schedule of Quantities and Prices. The bidder agrees that the offer to do the work at the established contract hourly rates and percent cost and shall remain in effect for all written work orders as herein described and issued by the City during the twelve month period beginning with the effective date of the notice to proceed or the exhaustion of the funding limit, whichever comes first. There is no guarantee of work during the contract. Costs for insurance and bonds will not be reimbursed in the event that no work is issued during the course of the contract.

Overtime & Premium Pay

Overtime & Additional Premium pay will be paid in accordance with Davis Bacon and California DIR prevailing wage rates. The following time periods for work that will be performed between 3:30 p.m. to 9:30 p.m., Monday through Friday and Saturday/Sunday from 7:00 a.m. to 5:00 p.m. for a complete 40 (forty) hour work week.

In California, the general overtime provisions are that a nonexempt employee 18 years of age or older, or any minor employee 16 or 17 years of age who is not required by law to attend school and is not otherwise prohibited by law from engaging in the subject work, shall not be employed more than eight hours in any workday or more than 40 hours in any workweek unless he or she receives one and one-half times his or her regular rate of pay for all hours worked over eight hours in any workday and over 40 hours in the workweek. Eight hours of labor constitutes a day's work, and employment beyond eight hours in any workday or more than six days in any workweek is permissible provided the employee is compensated for the overtime at not less than:

One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and

Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

DBA has no overtime (OT) compensation requirements. However, most contractors performing work on these projects are required by FLSA to pay OT compensation at time and one-half the worker's "regular rate of pay" for the hours worked in excess of 40 each week.

Overtime hours are defined as all hours worked in excess of 40 hours in any workweek. Overtime hours must be paid at no less than one and one-half times the regular rate or basic pay plus the straight-time rate for any required fringe benefits. Contractors must total the hours worked by employees at multiple



projects in the same workweek. DOL rules make overtime pay under CWHSSA necessary if the combined hours on various government DBA/CWHSSA-covered contracts exceed 40 hours. The Fair Labor Standards Act, enforced by DOL, requires that overtime premium be paid if the combined total for all work, both government and private, exceed 40 hours in the workweek. Premium pay is to be paid in accordance with Davis Bacon Act wage determinations when applicable.

Sole Proprietors on California Public Works

Sole proprietors, those one-person business entities working, often, at the periphery of the process. "Are sole proprietors exempt from prevailing wage requirements?"

The short answer is no. Here's why.

One requirement, as spelled out in California's labor code at §1774, is pretty clear: The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

The contractor (every subcontractor is, in fact, a contractor, but in a subordinate position to the prime contractor) must pay prevailing wages to its employees. The entity type, whether a corporation, partnership, limited liability company, or sole proprietorship, is irrelevant to that requirement.

What often confuses some is that, many times, the sole proprietor is also the only worker, or one of a handful of its workers, representing the company on the public works site. As the company owner, the sole proprietor might argue for exemption based on the erroneous notion that "management is exempt." Once the "manager" dons tools and engages in the tasks of a worker, that manager disappears and is, for all practical purposes, a worker as defined by the labor code. At that point, prevailing wages apply.

The labor code addresses this at §1771.5 (b) (3), where it states: Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

And "All workers, including the sole proprietor as reflected in his/her worker capacity, must be represented in those certified payroll records. Further, contractors must certify, under penalty of perjury, the accuracy of the certified payroll reports."

California's Division of Labor Standards Enforcement (**DLSE**) publishes a public works manual. It states, in relevant part: An individual who performs skilled or unskilled labor on a public works project is entitled to be paid the applicable prevailing wage rate for the time the work is performed, regardless of whether the individual holds a particular status such as partner, owner, owner-operator, independent contractor or sole proprietor, or holds a particular title with the employer such as president, vice-president, superintendent or foreman...

Much of California law covering public works can be found on its **legislative information web site**. The Department of Industrial Relations (**DIR**) maintains a site that includes its recently revised (May 2013) **public works manual**, along with guides, forms, and other information vital in complying with prevailing wage requirements. Research is key to preparation; preparation is key to compliance.



Bidder Responsibility

- A. **Standards of Responsibility.** City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
1. The appropriate financial, material, equipment, facility, and personnel resources, including all required certifications and licenses, and expertise necessary to indicate its capability to meet all contractual requirements;
 2. A satisfactory record of performance, including but not limited to any prior work performed by bidder for City;
 3. A satisfactory record of integrity, diligence and professionalism in the specific contract work;
 4. The legal qualifications to contract with the City; and
 5. Supplied all information requested by City in connection with the inquiry concerning responsibility.
- B. **Information Pertaining to Responsibility.** The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the prospective contractor non-responsible if failure to provide the requested information is deemed unreasonable by City.
- C. **City's Duty Concerning Responsibility.** Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the contractor and contractor's staff.
- D. **Written Determination of Non-responsibility Required.** If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the City. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror.

DOCUMENTS DUE TIME FRAME:

Contract once awarded to Contractor, is due back to City of Monterey no later than 5 calendar days.



Contractors insurance is due back to City of Monterey no later than 5 Calendar days per Contract requirements #6 & #7.

Contractors Bond, if required, is due to City of Monterey within 5 Calendar days from award.

If Contractor is unable to provide these documents within the 5-day deadline the City will look to award work to the next responsive, responsible bidder.

INSURANCE REQUIREMENTS: IF CONTRACTOR IS AWARDED THE BID THE FOLLOWING WILL BE REQUIRED:

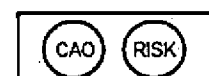
Attached is a SAMPLE of contract containing required indemnification and insurance requirements. Please be prepared to furnish all insurance per #6 & #7 of this sample contract.

PREVAILING WAGES:

Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly.

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and **Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).** Local wage rates may be obtained from City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.



In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

THE FOLLOWING PROVISIONS APPLY TO ALL FEDERALLY-FUNDED PROJECTS:

This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly. Contractor and all subcontractors shall, if applicable, comply with the provisions of the Davis-Bacon Act (incorporated herein and attached as Appendix A hereto) and all amendments thereto.

The Federal minimum wages shall be based on the wages that the United States Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State of California.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available at City of Monterey Capital Projects Office, 353 Camino El Estero, Monterey, CA (831/646-3997) and available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State General prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor



and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Prevailing wage rates are required to be posted at the jobsite. Contractor **shall submit a certified payroll along with Fringe Benefit Statement** with invoice at end of project.

Non-Discrimination. No discrimination shall be made by Contractor or any subcontractor in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code.

PRESIDIO OF MONTEREY & DMDC - ADDITIONAL REQUIREMENTS:

OTHER PERSONNEL

Contractor shall submit a list (Installation Access Application; given upon award of project) of all personnel working on Presidio within two (2) days from award of contract and shall ensure the Contractor's employees observe and comply with all Contractor and Army policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, gratuities, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. Contractor's personnel shall be legal residents or citizens of the United States and shall be able to clearly communicate in the English language. Contractor shall ensure the Contractor's personnel do not present an appearance, such as would embarrass the Command or residents of Presidio, and that their conduct shall not reflect discredit upon the installation or the Department of the Army. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The removal of such a person shall not relieve the Contractor of the requirements to provide personnel to perform adequate and timely service. The Contractor shall not hire off-duty or former Government employees whose employment would result in a conflict with the Joint Ethics Regulations, DOD 5500.7-R. Contractor shall notify City of Monterey of any changes on the working status of key personnel immediately in writing for review and approval.

PROTECTION OF GOVERNMENT PROPERTY

Government property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than



the original condition and located in the same position and alignment as is reasonably possible.

VEHICLES

Contractor personnel utilizing Contractor-owned or privately owned vehicles on the military community shall possess a valid State driver's license and proof of insurance for vehicles. Contractor shall have clearly identified vehicles with the name of the Contractor prominently displayed on both sides of the vehicle while working on the installation. Contractor shall adhere to installation parking policy.

JBSITE SECURITY REQUIREMENTS

The Presidio has a tight strictly-enforced Entrance Security System that requires random searches of all vehicles and, while every effort will be made to provide timely access, it will not always be possible. Also the work will be completed while the buildings are occupied so there will be times that areas are inaccessible, or interruptions to work will be necessary. Again these will be kept to a minimum, but cannot be foreseen and should be considered in the bids, as no additional compensation will be made for such delays.

GENERAL REQUIREMENTS:

BUSINESS LICENSE

Contractor is required to produce a copy of their current City of Monterey business license once awarded.

PERMIT

If a permit is required, it must be obtained before the work starts. Determination will be by City Representative in charge of the project.

ELECTRICAL WORK

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be **certified** pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

ASBESTOS FREE

Contractor & their sub-contractor must obtain certification that all materials to be furnished hereunder are free of asbestos, meaning that the materials, if sampled



and analyzed, can be determined to contain no asbestos. At the completion of the project a signed letter is to be supplied with invoice that all materials utilized in the project were asbestos free.

LEAD BASED PAINT

Contractor is responsible to adhere to the EPA - Renovation, Repair and Painting (RRP). See <http://www.epa.gov/lead/pubs/renovation.htm>

WARRANTY

One year (minimum) warranty for all purchased equipment, materials and components will be provided by the Contractor and will provide copies of all manufacturer warranties and purchase documents to City Representative within 20-days following the final closeout of the project.

TIME LINE

UNIQUE CONDITIONS (CONDITIONS THAT WILL AFFECT THEIR BIDS): Bid is to be good for 60-days.

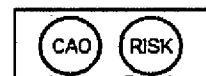
The Contractor shall submit bonds or alternative security and evidence of insurance that conforms to the contract within five (5) calendar days after the award of the contract.

A Notice to Proceed will be issued upon receipt of the forgoing documents. A specific work order notice shall be issued for the work to be performed and shall serve as a Notice to Proceed for that specific project.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of contract timeline stated on the work order. Timelines shall be as follows unless additional time is authorized by the Project Manager.

<u>For each work order valued at:</u>	<u>Timeline</u>
Less than \$5,000	7 calendar days
\$5,000 to \$9,999	14 calendar days
\$10,000 to \$24,999	21 calendar days
\$25,000 or over	To be individually negotiated.

The terms of this contract shall remain in effect for one year from the effective date of the Notice to Proceed or the contract amount \$99,999 is spent, whichever comes first.



PAYMENT

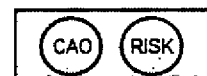
Contractor to invoice within 30 days of each project completion and submit certified payroll with invoice. Invoices will be released for payment when inspection is done and approved by the Building Maintenance Representative.

BONDS

Payment Bond is required on all projects **\$25,000.00 and over. Once a project is award with a Notice to Proceed for this dollar amount or over a payment bond is required.** At the time of Notice to Proceed (City work order) Contractor will file with the City a public works labor and materials bond (Payment Bond) in the amount of one hundred percent (100%) of the contract price.

Surety needs to be an admitted carrier in California with a valid surety license and posses a minimum rating from A.M. Best Company of A-VII. The Surety and/or co-sureties should be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several bases.

Said bond is to meet with the approval of the City Attorney of the City of Monterey.



NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

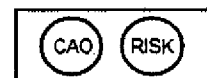


TECHNICAL SPECIFICATIONS

Start date of this contract will be July 29, 2017. Current contract in place expires July 28, 2017.

Sample of mitigation work requested via Notice to Proceed (NTP) work orders, but not limited to:

1. Removal and cleanup of bird droppings
2. Removal and cleanup of raccoon feces.
3. Mitigation of building affected by fire or water.
4. Remediation of mold.
5. Clean up of trauma scenes.
6. Board up services.
7. Roof tarp services.
8. Pressure or power washing. Capture of runoff is required unless it goes into landscape/softscape. No run off to go into drains.



[SAMPLE]

PUBLIC WORKS CONTRACT (Informal Bid)

[Insert Project Name] Project [Insert Project Code]

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this ____ day of _____, 201__, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's [Plans and] Specifications and Contractor's proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for [Insert Project Name]. Work is to be as set out in the [Plans and] Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [Insert Month Day, Year], in an amount not to exceed [Insert amount in words] dollars (\$###,###.00) plus a sum of up to [10%] for such contingencies as the City Manager, or his designee, deems appropriate.
2. **TIME OF PERFORMANCE.** The work under this contract shall commence within [fourteen (14)] calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of [Insert no. of construction days (##)] calendar days from the effective date of the Notice to Proceed.
3. 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.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

A. [<u>Plans and</u>] Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire
D. Payment Bond (labor and materials)	Local Residents [<u>Delete if project is federally funded</u>]

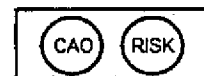
IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

CITY OF MONTEREY:

[INSERT CONTRACTOR NAME]:

By: _____
City Manager, or his designee

By: _____
[Insert Name, Title]



APPENDIX A**DAVIS-BACON ACT (JULY 2005)**

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

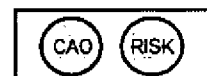
(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph

(a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the



contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section

1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The City shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the City to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210



The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the City shall refer the questions, including the views of all interested parties and the recommendation of the City, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government.

The City will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The City will withhold from payments due under the contract sufficient funds required to satisfy any



Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the City will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the City or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the City or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

APPRENTICES AND TRAINEES (JULY 2005)

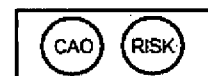
(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause,



shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

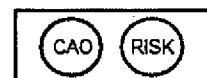
(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the



registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive

Order 11246, as amended, and 29 CFR Part 30.

PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the— Superintendent of Documents U.S. Government Printing Office, Washington, DC 20402 The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—



- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the City or authorized representatives of the City or the Department of Labor. The Contractor or subcontractor shall permit the City or representatives of the City or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the City may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract. **WITHHOLDING OF FUNDS (FEB 1988)** The City shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the City may, after written notice to the Contractor, take such action as may be



necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

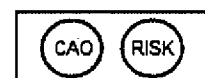
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated offsite;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination—Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the City a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within



the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the City an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

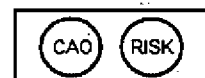
The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. **COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract **CERTIFICATION OF ELIGIBILITY (FEB 1988)**

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



RECEIVED

JUN 07 2017

BID SCHEDULE (Schedule of Quantities and Prices)

BLDG. MAINT. DIV.

Shall be received in the office of the Building Maintenance Division at Presidio Bldg. 268, Monterey CA., UNTIL 10:00 A.M on June 8, 2017 for Mitigation, Remediation & Trauma On-Call per scope. Please e-mail your bid to kinzie@monterey.org.

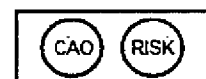
Item	Hourly Labor Rates	Unit	No. of Hours	Hourly Price Rate	Amount
1	Project Manager	Hr	1	60	60
2	Superintendent	Hr	1	60	60
3	Foreman	Hr	1	60	60
4	Laborer group 4 Final Clean	Hr	1	50	50
5	Laborer Demolition	Hr	1	60	60
6	Mitigation/ Remediation Supervisor	Hr	1	60	60
7	Certified Trauma Cleaner	Hr	1	60	60
8	Mitigation/ Remediation Technician	Hr	1	60	60
				SUB TOTAL A	470.00
	Equipment Schedule/ Misc. Charges		Quantity	Daily Rate/Each	Amount
9	Air Mover	Day	1	30	30
10	Multiport adapter cavity drying	Day	1	25	25
11	Vane Axial	Day	1	25	25
12	Dehumidifier 70 pints AHAM	Day	1	75	75
13	Dehumidifier 130 pints AHAM	Day	1	75	75
14	Electric Heat Dryer 31,000 BTU	Day	1	75	75
15	Negative Air Machine Small 500 CFM	Day	1	70	70
16	Negative Air Machine Large 2000 CFM	Day	1	90	90
17	Submersible Pump	Day	1	20	20
18	Percent Reduction for Weekly Rental	%	100	10	-10
19	Filter for Negative Air Small (HEPA Filters)	Ea	1	100	100
20	Filter for Negative Air Large (HEPA Filters)	Ea	1	150	150
21	Emergency Mobilization Fee during Normal Hours	Ea	1	0	0
22	Emergency Mobilization Fee After Hours	Ea	1	150	150
				SUB TOTAL B	875.00
23	Sub-Contractor Markup	%	100	0	0
Base Bid Total A & B				1345.00	

NAME OF FIRM: California Premier Restoration

ADDRESS: 2511 Garden Rd. Suite B250 Monterey, CA 93940

TELEPHONE: 831-275-2103

FAX NUMBER: 831-277-4188

E-MAIL: mike@californiarestore.com

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JUN 07 2017

BLDG. MAINT. DIV.

SIGNATURE: Michael Mosebach

SIGNED SIGNATURE: 

CONTRACTORS LEGAL NAME: California Premier Restoration Inc.
(Please Print)

WHERE CONTRACTOR IS ORGANIZED: California Corporation
(i.e. California Corporation, or individual doing business under Ca. Law)

CONTRACTOR LICENSE NUMBER: 1013305

LICENSE EXPIRATION DATE: 4-30-18

SUB CONTRACTORS: n/a
(That you would use)

SUBCONTRACTOR LICENSE: n/a

BID ITEM DESCRIPTION

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

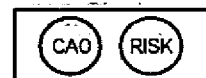
ITEM DESCRIPTIONS: (SCOPE)

The unit and lump sum prices paid shall be full compensation for completing the contract, and shall include all labor, materials, equipment, taxes, and incidentals for a complete job, and no separate or additional compensation shall be made therefore. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished. The scope of work for each item shall include, but shall not be limited to:

A. Hourly Labor Rates (1-8)

The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary for the trade. Contractor, when you bid you must fill in each item, there should be no blanks or not applicable. If you choose to leave an area blank due to the fact your company does not have this position it will make your bid NON-Responsive and therefore not valid.

B. Equipment Schedule/ Misc. Charges (9-22)



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**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

The undersigned declares:

I am the President of California Premier Restoration the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

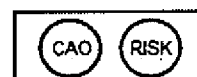
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 7th day of June 2017 in Monterey, Monterey County, California.



Signature

Michael Mosebach - President
Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

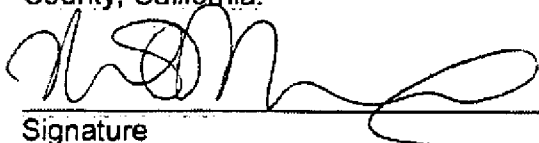
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 7th day of June 2017 in Monterey, Monterey County, California.



Signature

Michael Mosebach - President
Printed Name and Title

