



Request Date: April 12, 2024

REQUEST FOR PROPOSAL

TWO TENNIS COURTS - SLIP SHEET AND OVERLAY

<u>Timeline of Events</u>	
On-Site Inspection	By appointment – call office
Offeror Questions Due	Wednesday, April 24, 2024
Proposals Due	May 8, 2024, no later than 5:00 PM Pacific Time

Purpose of the RFP:

This Request for Proposal (RFP) is issued by the Strawberry Recreation District (hereinafter referred to as “SRD”) acting through the SRD Board of Directors. The purpose of this RFP is to establish a contract with a qualified vendor for the installation of LOWER tennis court SLIP SHEET AND OVERLAY. The resulting contract from this RFP will provide design, installation, and clean-up proposal to the SRD.

Location:

118 E. Strawberry Drive, Mill Valley, California 94941

Located in the northwest corner of the main facility, near the corner of Ricardo way and Belvedere Road.

Project Description: TENNIS COURT RESURFACING

1. GENERAL

- A. Provide firm fixed pricing for all aspects of slipsheet and overlay for two side by side tennis courts.
- B. Pricing shall include all necessary permits, mobilization, traffic control (if necessary) and removal of spoils and debris generated by the project.
- C. Each qualified bidder / proposer must submit its proposal with the cost proposal and all cost information in a separate, sealed envelope (PCC § 10344).
- D. Payments are subject to payment withholds, and/or penalties for late, or inadequate performance.
- E. Anticipated contract term is roughly 3 – 4 weeks, with work beginning on June 17 and ending as stated in contract term.



2. SUBMITTALS

- A. Product Data:
Submit manufacturer's product data, including surface and crack preparation and application instructions.
- B. Samples:
Submit manufacturer's color samples of color coating.
- C. Manufacturer's Certification:
Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- D. Manufacturer's Project References:
Submit manufacturer's list of successfully completed acrylic tennis court cushioned surface color coating system projects, including project name, location, and date of application.
- E. Applicator's Project References: Submit applicator's list of successfully completed tennis court slipsheet, acrylic resurfacing, and color coating system projects, including project name, location, type, and quantity of color coating system applied, and date of application.
- F. Warranty Documentation:
 - (a) Submit manufacturer's standard warranty.
 - (b) Submit Applicator's standard warranty
- G. Authorized Installer Certificate: Submit manufacturer's authorized installer certificate.

3. QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - i. Manufacturer regularly engaged, for past 5 years, in manufacture of tennis court surface color coating systems of similar type to that specified.
 - ii. Manufacturer has surfaces that are classified by the ITF's (International Tennis Federation) pace classification program.
- B. Applicator's Qualifications:
 - i. Applicator regularly engaged, for past 3 years, in application of tennis court cushioned surface color coating systems of similar type to that specified.
 - ii. Employ persons trained for application of tennis court surface cushioned color coating systems.



iii. Applicator must be authorized installer of the surfacing brand used.

4. DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements:

Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage and Handling Requirements:

Store and handle materials in accordance with manufacturer's instructions.

C. Keep materials in manufacturer's original, unopened containers and packaging until application.

D. Store materials in clean, dry area indoors, out of direct sunlight.

E. Protect materials during storage, handling, and application to prevent contamination or damage.

LOWER COURTS #1 & 2

5. INSTALL ACRYLIC SLIPSHEET

Resurface courts 1 and 2, totaling 12,100 square feet, with a 1% - 2% slope.

SLIPSHEET SPECIFICATION:

50 D.M.A. Tennis Court Reconstruction with Slipsheet System, Full Acrylic Finish

A. SCOPE

The work includes the necessary repairs, resurfacing, and application of color finish, line painting and other related work as specified. Contractor must be a licensed applicator as approved by manufacturer.

B. PREPARATION

The contractor shall remove all loose asphalt or cement mortar patches. Any roots thus exposed or any roots causing cracks in the existing surfaces shall be completely removed. The contractors shall patch all areas described about with Carpet Coat mixture.

C. NET POST REMOVAL RE-INSTALLATION AND MODIFICATION

(if required) Install all net posts to make net 42" above court surface.

D. NET TIE DOWNS

Anchors for net center strap tie-down shall be 1 5/8" pipe, 9" long with the bottom 2" flattened together and a 1/4" pin centered in the top. The anchor shall be set in concrete 6"x6"x12" in depth.



6. PREPARATION AND GLASS SHEET (CRACK PROOF SYSTEM)

- (a) Clean and fill all cracks with oxyrene epoxy crack filler (cementitious crack filler for minor cracks.) All filling shall be flush and even with existing surface.
- (b) Lay one (1) layer of special Carpet Coat reinforced glass sheet over prepared surface. Lap all joints 2" and cement with Carpet Coat adhesive. Standard roofing felt is not acceptable.
- (c) Apply one (1) slurry coat of Carpet Coat job mixed surface over the glass sheet and allow to dry.
- (d) Over the entire area, apply one (1) layer of super jute 7½ oz. completely coated with Carpet Coat emulsion. (Burlap will not be acceptable).

7. SURFACE COURSE

A surface course of ½ nominal thickness shall be constructed on the membrane, using the double straightedge course method.

- (a) The mix for the straightedge application shall be a specially designed combination of Carpet Coat solids, plaster or mortar sand, asphalt emulsion, cement or limestone dust and sufficient water to make a workable free flowing mix. Either a concrete or motor mechanical mixer can accomplish mixing.
- (b) Material screeds where required shall be placed so that they are not over joints in the base course. The material shall be accurately screeded to grade.
- (c) The mix shall be placed, struck off, cured, smoothed, and rolled.

8. MIXED CARPET COAT SURFACE W/SECOND REINFORCEMENT JUTE LAYER

Application:

- (a) The surface shall be applied to court surface by pouring from a can or a wheeled container to continuous parallel lines and spreading immediately with a rubber faced squeegee. The squeegee or brooms shall be pulled on an angle from the line and spread so as to continually roll the material toward the operator and not overflow or "spill" on its forward edge away from the operator. After each coat has dried, any ridges shall be removed with scrapers.
- (b) Install second reinforcement of super jute between coats.
 - i. There shall be four or more applications of surfacer, the exact required number of these applications being controlled by the quantity of material herein specified as follows:
 - ii. The total amount of surfacer shall be not less than fifty (50) gallons per thousand square feet. After the first application of surfacer has dried and been rolled, the entire court surface shall be flooded with water. The



outlines of all areas where water stands more than 1/8" deep shall be chalk-marked and filled with Carpet Coat surfacer mix.

9. RESURFACER COATS ACRYLIC

Mix: (55) gallons Acrylic Resurfacer
880# 60 Mesh Silica Sand
(20) gallons water approximately

There shall be 2 coats of Acrylic Resurfacer squeegee applied. Total quantities shall be not less than 7 gallons per one thousand square feet per coat.

10. FILLED ACRYLIC FINISHED COLORED

Specification:

Shall be Plexipave and Plexichrome as manufactured by California Products Corporation, Cambridge, Massachusetts. No equal will be considered.

(a) Filled Acrylic Finish shall be applied in 3 applications:

2 squeegee applications of Filled Acrylic Finish.

1 brush or roller application of unfilled Acrylic Finish.

- i. After the surfacer application has been completed and allowed to cure a minimum of 48 hours
- ii. Minimum amount of undiluted filled acrylic material to be applied is 15 gallons per 1,000 square feet.
- iii. Minimum amount of undiluted unfilled Acrylic to be applied is 9 gallons per 1,000 square feet.

11. PLAYING LINES

(Plexicolor) Playing lines shall be accurately located and marked by snapping a chalked line on the court surface. Standard dimensions shall be used. Lines shall be painted with Plexicolor Line Paint and no oil base paint will be permitted.

- i. Both tennis court and two pickleball court lines to be painted on Court 1 (closest to the gate)

The winning applicant must sign the Strawberry Recreation Districts standard contract, attached as exhibit A. No provisions of this contract will be negotiated other than the budget and scope of work.

Required Construction Window: June 17, 2024 – July 12, 2024

This is a prevailing wage project. Requirements in Exhibit B.

All subcontractors will also be required to pay prevailing wage.



SRD recommends on-site visit to confirm:

Please indicate any other recommendation or observations as “additives” to the proposal. Please include and indicate any subcontractors you may be utilizing.

Bids are due by May 8, 2024. Bids may be submitted by email to gm@strawberryrec.org or in an envelope delivered in person or by mail to the SRD Office (see address below)

Proposals may not be delivered orally, or by facsimile transmission; however, electronic or in person means are acceptable. Offerors assume the risk of the method of delivery chosen. SRD assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for an actual proposal receipt by SRD. An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Offerors must submit one original (marked “Original”) proposal in a marked envelope or package. Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by SRD before the deadline for receipt. Envelopes or packages must be addressed as follows:

Envelopes or packages must be addressed as follows:

Please submit proposals via email to gm@strawberryrec.org or in person at

Strawberry Recreation District
118 E. Strawberry Drive, Mill Valley, CA 94941
Attn.: Nancy Shapiro

For questions please contact the following SRD staff:

Nancy Shapiro: SRD General Manager
Gm@strawberryrec.org or in person at
Strawberry Recreation District
118 E. Strawberry Drive, Mill Valley, CA 94941
Attn.: Nancy Shapiro

Bids to be opened, recorded, and contract awarded at the **May 14, 2024** in-person SRD Board Meeting beginning at approximately **6 PM**, in the first-floor room of the SRD building at 118 E. Strawberry Dr., Mill Valley, CA



EXHIBIT A

CAO Contract Log # _____

STRAWBERRY RECREATION DISTRICT PROFESSIONAL SERVICES CONTRACT 2012 - Edition 1

THIS CONTRACT is made and entered into this ____ day of _____, 20____, by and between the **STRAWBERRY RECREATION DISTRICT**, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: _____; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.



6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The District shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. The insurer shall supply District adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the District immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the District based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, District Employee Policies and Procedures sections I and II.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a



subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and District as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the District as a work for hire. The District shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the District.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.



- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the District Board of Directors, the State of California or other third party, the District may terminate this contract with respect to those payments for which such funds are not appropriated. All obligations of District to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the District Board of Directors, the State of California or other third party, District's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, District may reduce the Maximum Cost to District identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:



Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions affecting services covered by the Contract. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred,



suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on District's behalf by the Contract Manager named below. All invoices shall be submitted and approved by the Contract Manager and all notices shall be given to District at the following location:

Contract Manager: _____
 Dept./Location: _____
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.	<input type="checkbox"/> Scope of Services	
EXHIBIT B.	<input type="checkbox"/> Fees and Payment	
EXHIBIT C.	<input type="checkbox"/> Insurance Reduction/Waiver	
EXHIBIT D.	<input type="checkbox"/> Contractor's Debarment Certification	
EXHIBIT E.	<input type="checkbox"/> Subcontractor's Debarment Certification	
EXHIBIT F.	<input type="checkbox"/> Prevailing Wage Requirements	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____
 Name: _____
 Title: _____

APPROVED BY

STRAWBERRY RECREATION DISTRICT:

By: _____

DISTRICT COUNSEL REVIEW AND APPROVAL *(required if template content has been modified)*

District Counsel: _____ Date: _____



EXHIBIT B

CALIFORNIA PREVAILING WAGE, DIR, and INSURANCE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

1. **Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the Strawberry Recreation District office and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. If applicable, the Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.



2. **Penalties for Violations.** The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.
3. **Payroll Records.** The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the District and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the District and the DIR as required by this section.
 - 3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).
 - 3.2. The District may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the District, at no additional cost to the District.
4. **Apprentices.** The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).
5. **Working Hours.** The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
6. **Required Provisions for Subcontracts.** The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor:



California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. **Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

8. **Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. The District must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.
9. **Contractor and Subcontractor Registration Requirements.** The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of California Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code section 7029.1 or California Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the District, the Contractor is certifying that the Contractor has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for



themselves and all listed subcontractors to the District at the time of the bid or proposal due date or upon request.

9.3. The District may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the District's request.

9.4. This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

10. Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.