

**PREVAILING WAGES
SUPPLEMENTAL PURCHASE ORDER PROVISIONS**

1. VISIT TO WORK SITE: Before making any visits to the work site, Vendor shall make arrangements with the Court regarding access to the site. Vendor must inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (a) the availability, location, and extent of storage areas and other facilities, including but not limited to, electrical and communication utilities; (b) necessary safety precautions and safeguards; (c) work to be performed by Vendor or others; and (d) rules, regulations and requirements to be observed by Vendor in the conduct of the work. LACK OF KNOWLEDGE OF EXISTING CONDITIONS WILL NOT BE ACCEPTED AS AN EXCUSE FOR FAILURE TO PERFORM THE SPECIFIED WORK, NOR SHALL SUCH EXCUSE BE ACCEPTED AS A BASIS FOR CLAIMS OR ADDITIONAL COMPENSATION.

2. CONDUCT OF WORK: The Vendor shall maintain the work site and perform the work in a manner that meets all legal requirements for the provision of a safe workplace. The Vendor will ensure that all work is performed in a safe and satisfactory manner, and that all work conforms to all regulatory and industry standards. Upon completion of the work, Vendor shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition, and do all other cleaning and washing as applicable. Further, the Vendor shall comply with safety standards and provisions of applicable laws, building codes, and safety regulations, including without limitation those issued by the California Department of Industrial Relations. The Vendor shall be liable for damages resulting from any injury arising out of Vendor's acts or omissions, or by its equipment or tools during performance of the work.

3. VERIFICATION OF WORK PERFORMED: The Vendor must furnish the Court with a written record that includes: a) location where work was performed; b) description of specific work; and c) time and materials required. The work performed by Vendor shall be subject to written acknowledgement and acceptance by the Court. The Vendor will obtain written acceptance from the Court regarding the work prior to submission of an invoice and request for payment.

4. WARRANTY: For a period of one hundred eighty (180) days after the date of completion of the work of this purchase order ("Order"), the Vendor, upon notification from the Court, shall promptly schedule and make all repairs to all Vendor-furnished materials, equipment and/or workmanship which may be necessary to make such materials, equipment and/or workmanship equal to that specified in the Order.

5. COMPLIANCE WITH LAWS, REGULATIONS AND PERMITS: The Vendor shall comply with and give all notices required by all laws, ordinances, codes, rules, regulations and permits relating to the conduct of the work. Except as specifically provided herein, the Vendor shall obtain and pay for all licenses necessary for the conduct of the work.

6. RISK OF LOSS OR DAMAGE TO WORK: Until the work is completed and accepted by the Court, the risk of loss or damage to equipment or products provided by the Vendor shall remain with Vendor; provided, however, that the foregoing provision shall not be deemed a waiver of Vendor's obligations regarding the work after acceptance by the Court, including without limitation paragraph 4 above. No damages or extras will be allowed for unforeseen difficulties or obstructions.

7. LIENS: Vendor shall discharge at once, and hold the Court harmless from, liens or stop notices that may be filed in connection with the work. The Court may withhold payment of funds from Vendor in an amount sufficient to discharge delinquent accounts of Vendor or any of Vendor's subcontractor for which liens on the Court's or County's property have been or can be filed or for which stop notices have been or can be filed. Vendor must furnish unconditional lien releases to the Court.

8. EMPLOYEES: Vendor's employees will be entirely and exclusively under the direction, supervision, and control of Vendor. All terms of employment including hours, prevailing wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Vendor, and Vendor shall comply with applicable laws and regulations. Vendor shall indemnify, defend, and hold the Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the Court and any employee or subcontractor of Vendor. If this Order requires Vendor to perform building maintenance services at a new site, Vendor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Vendor shall provide upon request information sufficient to

**PREVAILING WAGES
SUPPLEMENTAL PURCHASE ORDER PROVISIONS**

identify employees providing building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

9. BACKGROUND CHECKS: The Court has the right, but not the obligation, to request or conduct a background check on Vendor's employees and/or subcontractors. The Vendor shall cooperate in performing the background check and will provide any release, waiver or permission the Court may need to conduct the background check. Vendor understands all background checks and badges will be conducted and processed by the Court or the Court's chosen agency at vendor's expense. Vendor shall ensure that the following persons are not assigned to perform work for the Court: (a) any person refusing to undergo a background check, and (b) any person whose background check results are unacceptable to the Court. Vendor, vendor's employees and subcontractors shall adhere to the Vendor/Contractor Access Policy available from the court or on the internet at <http://www.fresno.courts.ca.gov/procurement>.

10. ADDITIONAL INSURANCE REQUIREMENTS: In addition to its other insurance obligations in this Order:

A. General Insurance Requirements. Vendor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Vendor. Vendor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Vendor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the work.

B. Minimum Scope & Limits of Coverage. Vendor will maintain the following coverages:

1. Workers' Compensation to meet minimum requirements of the California Labor Code.
2. Employers' Liability with minimum limits of \$1,000,000.00 for each accident.
3. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence,
4. Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
5. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
6. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Vendor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Court. The deductible and/or self-insured retentions will not limit or apply to Vendor's liability to the Court and will be the sole responsibility of Vendor.

D. Endorsements; Additional Insureds.

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of Vendor;
2. Vendor's insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Vendor in any way;
3. Vendor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;
4. Vendor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverages before Vendor begins any work, and complete copies of each policy upon Court's request;
5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Vendor will, upon written notice from Court,

**PREVAILING WAGES
SUPPLEMENTAL PURCHASE ORDER PROVISIONS**

promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;

6. All of Vendor's policies will be endorsed to provide written notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court's representative. All such notices will be provided to the Court's representative identified on the Purchase Order. Notices will reference the relevant project, and Order number.

E. Waiver of subrogation. Vendor and its insurance carrier waive any and all rights of subrogation against the Court and its personnel. This waiver will be reflected on the Certificate of Insurance, provided by Vendor. If Vendor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Vendor will indemnify the Court from all costs and liability caused by Vendor's breach.

11. BONDS: The Court may require written evidence of Vendor's ability to obtain from a reputable bond company required bonds. If requested, the Vendor may be asked to supply a fidelity bond covering the dishonest acts of employees or a performance bond covering the completion of work. Bond limits and reimbursement of expenses shall be determined by the Court.

12. PREVAILING WAGE:

- A. The Vendor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the Court. In addition, the Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with section 1720, and including section 1735 forbidding discrimination, section 1776 pertaining to payroll records, and sections 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- B. The Vendor and all subcontractors shall pay all workers on work performed pursuant to this Order not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Order, as determined by Director of the State of California Department of Industrial Relations, are on file at the Court's principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>).
- C. Vendor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

"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 in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. 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 1725.5 at the time the contract is awarded."
- D. Vendor shall, and shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Vendor represents to the Court that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section

**PREVAILING WAGES
SUPPLEMENTAL PURCHASE ORDER PROVISIONS**

1725.5. Vendor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.

- E. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Vendor shall post job site notices, as prescribed by regulation. Vendor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the project.
- F. Unless otherwise provided in this Order, the Vendor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Materials, articles and equipment furnished by the Vendor for incorporation into the work shall be new unless otherwise specified in the Order.
- G. Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. Pursuant to Labor Code section 1813, the Vendor shall pay the Court twenty five dollars (\$25) as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.
- H. The Vendor shall comply with the provisions of the Labor Code including sections 1770 to 1780, inclusive and specifically Section 1775. In accordance with Section 1775, the Vendor shall forfeit to the Court the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the Court, for the work or craft in which that worker is employed for any work done under contract by Vendor or by any subcontractor.
 - (i) The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Vendor or subcontractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Vendor.
 - (ii) The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Vendor or subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (iii) The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Vendor or subcontractor willfully violated Labor Code section 1775.
 - (iv) The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Vendor or subcontractor.
- I. Wage rates set forth are the minimum that may be paid by the Vendor. Nothing herein shall be construed as preventing the Vendor from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the Court due to the inability of the Vendor to hire labor at minimum rates, nor for necessity for payment by the Vendor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Vendor's own satisfaction in preparing its proposal.
- J. If it becomes necessary to employ a craft, classification or type of worker other than those listed on-line at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, the Vendor shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Vendor shall notify the Court

**PREVAILING WAGES
SUPPLEMENTAL PURCHASE ORDER PROVISIONS**

immediately, and the Court will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the project.

- K. The Vendor and each subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor and/or subcontractor in connection with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the Court, the Vendor's and subcontractor's certified payroll records shall be furnished within ten (10) days. The Vendor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Vendor.
- L. Vendor shall pay travel and subsistence payments to persons required to execute the work as travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.
- M. Vendor acknowledges and agrees that, if this Order involves a dollar amount or any other threshold, if any, greater than those specified in Labor Code section 1777.5, then this Order is governed by the provisions of Labor Code section 1777.5. It shall be the responsibility of Vendor to ensure compliance with Labor Code section 1777.5 for all apprenticeship occupations. If Labor Code section 1777.5 applies, then: Vendor shall only employ properly registered apprentices in the execution of the work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

End