



**Contract Number**

**SAP Number**

## Real Estate Services Department Project Management

<b>Department Contract Representative</b>	Jennifer Costa
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Johnson Controls, Inc.
<b>Contractor Representative</b>	Brandon Vanden Berg
<b>Telephone Number</b>	(562) 799-8882
<b>Contract Term</b>	
<b>Original Contract Amount</b>	\$585,306.00
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$585,306.00
<b>WBSE</b>	10.10.0121
<b>Cost Center</b>	7700004204

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino (County) desires to designate a contractor to provide installation services for 10.10.0121 the ARMC Fire Alarm Upgrade Project, as further described in a statement of work (the "Services"); and

**WHEREAS**, the County finds Johnson Controls, Inc. (Contractor) qualified to provide services for the Project; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

#### **A. DEFINITIONS**

**A.1** Assistant Director – Assistant Director of the Real Estate Services Department – Project Management.

**A.2** Board – Board of Supervisors of the County of San Bernardino.

**A.3** County –The County of San Bernardino and its authorized representatives.

- A.4**    Department – The County of San Bernardino Real Estate Services Department.
- A.5**    Director – Director of the County of San Bernardino Real Estate Services Department.
- A.6**    Real Estate Services Department – Project Management (RES-D-PM) – The business unit of the County of San Bernardino Real Estate Services Department, which administers this Contract.

**B.    CONTRACTOR RESPONSIBILITIES**

**B.1    Introduction**

The San Bernardino County Arrowhead Regional Medical Center (ARMC) requires Contractor to provide the installation of a Fire Alarm Panel System Upgrade at the ARMC. The Project involves upgrading the existing IFC-2020 fire alarm system to a new Fire alarm platform that runs on the IFC2-3030 fire alarm control panels.

**B.2    Background**

The ARMC was built in 1994 and has undergone several fire systems upgrades. The Project is intended to upgrade the Fire Alarm system to provide a cohesive Fire Alarm communications platform that runs on modern day technology with Fire Alarm Control Panels.

**B.3    Scope of Work**

Contractor will provide all items identified in the Scope of Work in Attachment 1, which is attached hereto and incorporated by reference. The Contractor will provide all components, installation, and design, necessary to upgrade the current fire alarm panels to create an expandable system that that allows for expansion and runs on current technology.

**B.4    Additional Terms and Conditions**

Contractor shall comply with the Additional Terms and Conditions in Attachment 2, which is attached and incorporated by reference. Contractor acknowledges the Scope of Work requires the payment of prevailing wages and Contractor will comply with all Labor Code requirements for a prevailing wage public works projects and will comply with the requirements in Attachment 3, which is attached and incorporated by reference.

**C.    GENERAL CONTRACT REQUIREMENTS**

**C.1    Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2    Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3    Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4    Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5    Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 Reserved**

**C.13 County Representative**

The Assistant Director or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.14 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 15 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.16 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and

productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.17 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.18 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.19 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.20 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.21 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.22 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.23 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.24 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.25 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.26 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.27 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.28 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that

party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.29 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.30 Reserved**

**C.31 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.32 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

**C.33 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.34 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.35 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**C.36 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.37 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who

may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

#### **C. 38 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

#### **C.39 Termination for Convenience**

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **C.40 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

#### **C.41 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.



**C.42 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.43 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.44 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

**C.45 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**C.46 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**C.47 Reserved**

**C.48 Prevailing Wage Laws**

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Section 1720 of the California Labor Code states in part: “For purposes of this paragraph, ‘construction’ 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...” If the Services/Scope of Work are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment 3, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment 3. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

**C. 49 Reserved**

**D. TERM OF CONTRACT**

This Contract is effective as of February 9, 2021 and expires February 8, 2023 or completion by Contractor of all Contractor's requirements/duties/responsibilities under the Contract, whichever occurs first. This Contract may be terminated earlier in accordance with provisions of this Contract, or upon completion by Contractor.

**E. COUNTY RESPONSIBILITIES**

**E.1** County will provide sufficient access needed for this project.

**E.2** County will provide a point of contact/project manager that represents the ARMC. The County representative will attend all meetings, etc.

**E.3** County will ensure that each site location within the ARMC is available for installation of equipment listed in the proposal. Availability will be based on the specific schedule referenced in the NTP.

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this Contract shall not exceed \$585,306. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Contractor shall provide County itemized monthly invoices with corresponding Purchase Order number stated on the invoice, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month. The County will make payment to Contractor within sixty (60) calendar days after receipt of invoice or the resolution of any billing dispute.

**F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

**F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In

addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

### **G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### **G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### **G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

### **G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

### **G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.**

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under

California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- G.11.6** **Reserved**

**G.11.7 Reserved**

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*County of San Bernardino  
Real Estate Services Department-  
Project Management  
385 N. Arrowhead Ave., Third Floor  
San Bernardino, CA 92415-0184*

*Johnson Controls, Inc.  
5770 Warland Drive  
Cypress, CA 90630*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any

representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. CONTRACT EXECUTION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►  
Curt Hagman, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

Johnson Controls, Inc.  
(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Ibraheim Mthkal  
(Print or type name of person signing contract)

Title Installation Manager  
(Print or Type)

Dated: \_\_\_\_\_

Address 5770 Warland Drive  
Cypress, CA 90630

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Katherine Hardy, Deputy County Counsel	►	► Kevin Ryan, Assistant Director, RESD-PM
Date _____	Date _____	Date _____



## Attachment 1



# PROPOSAL

Johnson Controls, Inc.  
Systems and Services Division  
5770 Warland Drive  
Cypress, CA 90630  
Telephone (562) 799-8882  
Fax: (562) 799-3621  
CCL #22445

**TO:** County of San Bernardino Architecture  
& Engineering Department  
**ATTN:** Deval Shah

**DATE:** January 13<sup>th</sup>, 2021

**PROJECT:** Arrowhead Regional Medical Center  
400 N. Pepper Ave, Colton CA

**Issued Via E-mail:**  
[Devalkumar.Shah@pmd.sbcounty.gov](mailto:Devalkumar.Shah@pmd.sbcounty.gov)

ARMC – Fire Alarm Upgrade Project  
*Fire Alarm Panel Scope – Engineering & Installation*

### **PROPOSAL SCOPE:**

JCI will provide a phased migration of the existing IFC-2020 Fire Alarm system at ARMC to a new fire alarm platform that runs on the IFC2-3030 Fire Alarm Control Panels. This upgrade will provide a cohesive Fire Alarm communications platform that runs on modern day technology within Fire Alarm Control Panels - that are the latest equipment available and have replacement parts and service technicians readily available. Additionally, at the completion of the proposed Phase 2 device work (this phase is not included in pricing), the upgrade will provide roughly 50% additional addressable device capacity with the new control panels. This will, allow ARMC to install required additional devices to accommodate the device demand for ongoing projects.

The IFC 2020 fire alarm panels have served ARMC well for the past plus 20 years. At this time, the head end fire alarm panels are obsolete and replacement parts are no longer available. The field devices are not obsolete and parts are readily available. When the fire alarm system is non-operational or impaired fire watch is required. JCI can provide a phased migration path to upgrade the fire alarm system with minimal fire watch and business operational impact.

**Phase one** (as described herein) will replace all obsolete panels. Because JCI fire alarm panels are backwards compatible with JCI field devices, JCI can take advantage of OSHPD code requirements that allow replacing the panel without upgrades to meet all new construction OSHPD, AHJ and ADA audio/visual additions, strobe synchronization, etc. code requirements.

**Phase two** (field device replacement and code upgrades) can be executed after panel replacements when funding is available in the future.

### **Note on Proprietary Technology**

Fire alarms are not an open protocol equipment. Parts for fire alarm panels are only available from their respective manufacture for the systems to assure functionality. This requirement is reiterated in the fire codes that state the parts that go into a panel, as well as those connected to a panel – are to be cross listed by the California State Fire Marshal (CFSM). See CFSM Panel Listing attached for ARMC IFC Panels. The UL Listing of any panel part is substantiated by the CFSM document as “compatible”. Therefore, other Manufacturers parts are not made to fit into any other manufactures system but their OWN. ARMC Fire Alarm panel parts can be only obtained through JCI.

Additionally, since the panels are complex to program and install, Manufactures ensure correct operations of their systems and liability from installation failures by certifying those that can work on their panels – and is required by code (see attached). Fire alarm authorized installers/programmers are aligned with their employer. JCI has certified IFC Tech's (see sample attached) for those that can work on the fire alarm control panels. Example, Brand X does not train their Techs to work on a Brand Y System, and vice versa.

Only JCI can provide for the replacement of the obsolete Fire Alarm Control Panels while allowing over 3,775 JCI field devices to remain as is. These intelligent addressable field devices are currently not obsolete. See Phase 2 work scope not included in this proposal.

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# PROPOSAL

## **FIRE ALARM ENGINEERING**

JCI will provide fire alarm installation shop drawings. Currently, and it is assumed that this will remain, all buildings are governed by OSHPD, not the Local Fire Department. The Fire Department/AHJ my request to be engaged at a top level system reporting review as their Firefighter are the first response team.. ARMC's Architect, Engineering Team will be proving all the support documentation needed for all OSHPD (and AHJ Drawings as required) and the Submittal/Approval Process. JCI assumes that the County MEP Team will provide these services. The A/MEP Team will need to take JCI's plans and obtain all the necessary Plan Check Approvals for OSHPD and JCI will submit the Fire Department AHJ as may be needed. The Engineering disciplines are required for the project are:

- Architectural for providing site plans, Occupancy, parking etc. information. The Architect will also take the lead in documenting any agreements or Memorandums of Understanding that my surface as an OSHPD/AHJ requirements
- Structural Engineers for OSHPD Seismic panel mounting details.
- Electrical Engineers for power documentation on new panels and load calculations as necessary.

## **DESIGN PHASE:**

Architect/Mechanical/Electrical Team (ARMC County Team):

- Prepare base floor plans for each building. Each floor plan to include the following:
  - *Rated wall locations as provided from ARMC as-built / record drawings.*
  - *Coordinate all work between the electrical and structural trades and JCI.*
  - *Provide power plans for new devices related to the Fire Alarm System (panel load readings by Owner)*
  - *Provide anchorage details and calculations for all new fire alarm panels, gutters, etc.*
  - *Departmental boundaries for each department on the floors.*
  - *Room names and ceiling height for all rooms from as-built / record drawings.*
  - *Prepare cover sheet to document project location, general scope, sheet index, etc.*
  - *Prepare architectural general notes sheet(s).*
  - *Prepare architectural details to include: Fire stopping details for floors, walls, roof and membrane penetrations details.*
  - *Wall framing details as may be required for new FA control panels.*
  - *Interior elevations for mounting locations of new FA control panels, gutters, etc.*
  - *Include OPA / SSC documentation on drawings (anchorage details and special seismic certification for the fire alarm panels)*

JCI Fire Alarm Engineering:

- JCI will prepare shop drawings for design built installation:
  - *Provide new fire alarm pans, details, elevations, calculations etc.*
  - *Provide as-built floor plans based on our current data base*
  - *Attend and lead team coordination meetings.*
  - *Fire Alarm Plans will follow the Single Build Out Phase*
  - *Project code notes, legends/symbols and equipment listing, equipment CFSM listing.*
  - *Plans for A/MEP Team Submittal, with CSFM listing and equipment data sheets*
  - *Submit design build project plans and submittals to the Project Architect for their use in obtaining OSHPD approvals. .*
  - *JCI Specifically excludes determining or documenting any sequence of operations for Mechanical Air Handlers, Fans, etc. JCI fire alarm sequence of operation will follow existing system functions*

*Continued on next Page>>>>*



# PROPOSAL

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Systems and Services Division  
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Telephone (562) 799-8882  
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CCL #22445

- JCI shall coordinate specific fire alarm requirements back to Engineering Consultant that involve interdisciplinary coordination (for example, 120V Power requirements and/or wall space requirements for panel locations) for their use in documenting fire alarm requirements.
- JCI plans shall be provided with PE Stamp for final submittal plans.

## PERMITTING PHASE:

- Submit all fire alarm design build plans to the A/MEP Team for OSHPD submittal.
- Plan check and Inspection fees not included, and shall be paid for by ARMC.
- Assist A/MEP with OSHPD and local fire department for approvals including any memorandums of understanding and clarification letters.
- Respond and coordinate with electrical, structural and JCI all plan review comments as necessary.

## CONSTRUCTION ADMINISTRATION PHASE:

- Attend construction meetings lead by Owner
- Review and respond to RFI's.
- Prepare Field Visit reports for OSHPD projects as required during appropriate milestones
- Attend and document one punch walk for each project.
- Coordinate with Owner for their provisions as necessary to opening/closing ceiling and providing dust containment.
- Coordinate with Owner for their provisions as necessary to provide Elevator testing
- Coordinate with Owner for their provisions as necessary to provide Nursecall testing

## PROJECT CLOSE-OUT:

- Prepare fire alarm record drawings as-builts.
- Provide certificate of substantial completion as required by Owner.
- Provide Owners manuals, operations training and warranty

## **TOP LEVEL SUMMARY OF APPROACH – CONSTRUCTION PHASE**

### **INSTALLATION NARRATIVE**

#### PHASE 1 -

JCI will provide all new Fire Alarm Head End Control Panels to replace all existing obsolete IFC 2020 panels. This will provide ARMC panels that are state of the art and will supported future device changes and are fully backward compatible with the existing field fire alarm devices.

Please see the attached package that OSHPD allows the head end replacement, without field device work. Note that JCI also includes the removal and replacement of the strobe power and control “transponders” on almost every floor of the campus as these units also contain obsolete parts. This scope needs to be included in the OSHPD final letter of agreement for the project. This equipment platform will also provide for a clean basis for Phase 2. See notes below on the Phase 2 narrative, not included as part of this budget pricing package.

Continued on next Page>>>>



# PROPOSAL

## Pre-Construction Coordination

JCI project approach does NOT require numerous costly call outs to make modifications to the existing system for programming for our installation approach of campus wide fire watch. For the AHJ (as the first in fire fighter responders) and OSHPD, it will be necessary for JCI to demonstrate the scope of work and cut over migration approach on fire alarm "scope of work notes" via a well communicated narrative to assure fire watch provisions. This demonstrates how the Buildings are provided with 100% fire alarm coverage at all times, or provided with Guard Tour Fire Watch.

*Key to all Project Team Members is regular communications meetings. JCI has included in our price, bi-weekly Construction Meetings. These meetings are to be conducted at ARMC Facilities, and are anticipated to last no longer than two hours. JCI will coordinate with ARMC the rate at which we are installing the system. Special attention in these coordination meetings will cover the following topics:*

### ◆ *Testing In Occupied Spaces*

There are several areas to address here. Bottom line is that the impact on our work must be reviewed for both Staff Operations and Patient Care. JCI will be providing our input on each of the areas of testing as to possible impact prior to executing any given area or phase. For Staff operations, most testing will be done at night. For patient care, fire alarm testing is a substantial issue. Each phase of the project will need to be evaluated based on function/occupancy. Patient areas are best tested during day hours.

### ◆ *Shut Downs & Temporary Measures*

When a fire alarm system is shut down for any duration, it is "impaired" and requirements for Fire Watch commence. JCI will be coordinating these activities with ARMC regularly for the appropriate action – see notes on durations and Fire Watch. JCI will also be taking an active role with ARMC in the establishing the Fire Watch requirements with the AHJ (this is the governing body for fire watch).

When it is time for JCI to execute shut downs (or take out of service) as needed (AHU Units, Elevators, Pre-action system, auto door/holders, etc.) we will communicate the anticipated schedule with ARMC Staff, as well as completing the appropriate advance notice Project Safety Checklist information.

## FIELD INSTALLATION

### Work Hours:

- Hospital: Patient Areas: Day
- Clinical Areas: Night, MOB: Night, Central Plant: Day,

### Phase 1 –Panel Replacement – this proposal

- The key feature of the JCI solution is that the fire alarm panel network does NOT require that all building are to be provided with fire watch during the upgrade. ONLY the Buildings that served by their respective fire alarm panel will require fire watch
  - FACP-1, Behavior Health and Central Plant
  - FACP-2, NT & the existing FACP-4 on the 6<sup>th</sup> floor
  - FACP-3, D&T Clinic

*Continued on next Page>>>>*

# PROPOSAL

- The NT Building Panel FACP is code compliant as per originally installed and is fully compatible with the new Phase 1 work. However, it is not UL 9<sup>th</sup> Edition approved and is therefore included for replacement in this budget proposal. All fire alarm panels will be IFC2-3030 – see equipment cut sheets attached.
- Removal of one panel will require fire watch for only the Building(s) served. Fire watch shall be provided by ARMC for the time the old panel is removed, and the new panels are replaced/tested and the IOR/OSHPD agree fire watch can be removed.
- JCI will pre-configure and pre-program to the extent possible all new fire alarm panels.
- 100% pre-device testing will be provided for OSHPD Building's with IOR and JCI. OSHPD testing will be done with 10% of the device testing.
- 100% pre-device testing will be provided for AHJ Building's JCI. AHJ testing will be done with 10% of the device testing.
- All existing wiring and devices are to remain as is.
- Designated ARMC Staff will be provided with Johnson Controls IFC2-3030 Fire Alarm Control Panel Operation training courses. These are typically delivered in (2) 4 Hour Sessions. A NICET Certified JCI Technician familiar with the project will deliver a practical hands on training covering the following topics:
  - Panel features, capabilities and components
  - Interface methods, passwords access and menu navigation
  - Basic Operations for Alarm, Trouble, Supervisory, acknowledge/reset
  - Reading, interpreting and management of addressable device alarm descriptors
  - Annunciation and Reporting
  - Work Station Operations and Commands (programming for enable/disable of points)
  - Reading and interpreting event history logs
  - Required testing and maintenance of the fire alarm system
  - Support and service documentation information
- JCI will provide as As Built Record drawings in Auto CAD Format, to ARMC A/MEP Engineering Team for their use in preparing final ARMC as-built Package. This will include fire alarm drawings; equipment cut sheets, operations manuals and final permit acceptance documentation.

## **KEY SYSTEM FEATURES: - Please refer to Fire Alarm Equipment Cut Sheets**

### Fire Alarm Control Equipment:

- (4) New intelligent and addressable Main IFC2-3030 Fire Alarm Control Panels (FACP) are required for the project. These are to be located at the locations of the existing units.
- This proposal does not make any provisions for constructing new dedicated fire alarm control rooms.
- Existing strobe power supply and control transponders located on most every floor, also will be replaced.
- See attached equipment cut sheets for IFC2 3030 functionality and capabilities.

### Annunciation:

- Each new fire alarm control panel (node or FACP) will have an LCD text screen on the front for additional reporting.
- All existing remote annunciators, nurse call annunciators and control room annunciators shall remain.
- A new Fire Alarm Work Stations (IFI) with text screen identification will be provided at the fire control room. Should ARMC Engineers desire a more robust Work Station, JCI can provide an alternate for graphical floor plan annunciation. Options for testing, and other smart device notifications are available as well.

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# PROPOSAL

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- System Printer for hard copy alarm event history will also be provided at the new Work Station location
- Central station alarm communicator is included for final Fire Alarm Department Communications via ARMC designated Central Station service provider.

#### Field Initiating Devices:

- No changes are included for the Phase 1 Panel Replacement.

#### Audio/Visual Devices:

- No changes are included for the Phase 1 Panel Replacement.

#### HVAC Controls Interface:

- JCI has also included the BACNet gateways on our fire alarm network. The entire JCI Fire Alarm System will provide the most direct interface with the JCI Metasys BMS systems being installed. This provision will support the Metasys functions as they exist today.

#### Elevator Controls Interface:

- No changes are included for the Phase 1 Panel Replacement. JCI has not included hiring the ARMC Elevator Contractor to assist in fire alarm testing.

#### Nurse Call Interface:

- No changes are included for the Phase 1 Panel Replacement. JCI has not included hiring the ARMC Nurse Call Provider to assist in fire alarm testing.

#### Off Site Engineer Reporting:

- JCI has also included a feature to allow for text messaging of Alarm Conditions to Smart Phone/Devices. See equipment cut sheet for features.

### **JCI SAFETY**

In addition to working within ARMC's on Site Safety Requirements, JCI will be utilizing its own safety program for Sub Contractor work administration to comply with CAL OSHA and our JCI Corporate Requirements - *West/Northwest Region Safety, Health & Environmental Plans (safety plan)*. *JCI's culture is, simply stated, "Safety First".*

### **PROPOSAL NOTES:**

1. This proposal is based on JCI providing fire alarm system equipment, programming of equipment and testing. Electrical Contractors to provide all fire alarm 120V power, conduit, back boxes, terminal cabinets, wire, cables, and device installation. Requirements for project Electrical Contractor includes, but not limited to: all labeling of wires, setting of dip switches and candela switches, P-Touch type labels on all devices (initiating and notification) and Testing assistance. Demo of conduit and wire, no longer required from old fire alarm system by Electrical Contractor.
2. JCI will provide the design build fire alarm Engineering Plans, Calculations, Details and Equipment Cuts sheets for ARMC's use in obtaining all AHJ/OSHPD approvals. Architectural, Structural, Mechanical and Electrical supports services necessary for approvals are excluded.

*Continued on next Page>>>>*



# PROPOSAL

3. Electrical Contractor to assure that wiring continuity is free of troubles, ground faults, shorts, duplicate addresses open circuits, etc, prior to JCI mobilization. Inspections are to be at completion of all devices being installed. No phased inspections are included in project pricing. Electrical Contractor shall complete JCI's fire alarm check out forms prior to requesting on site pre-testing. Written notification shall be provided to JCI (1) week in advance of test request date. A minimum of (1) week written notice shall be given to Johnson Controls, Inc. for being onsite at the request of either ARMC or Electrical Contractor. Electrical Contractor shall be responsible for receiving and safe storage of fire alarm equipment.
4. One Pre-test is included at the completion of each building (10% of sequence of operations testing). One IOR Test is provided after the completion of each building comprised of 10% device testing. One OSHPD Test is provided after the completion of each building comprised of 10% device testing. JCI will provide (2) Fire Alarm Technicians for pre-test and AHJ testing. ARMC shall provide additional testing Labor as required to complete all required testing through project sign off. Any additional testing required as a result of equipment failure (elevators, door latching, etc.) may require additional fees.
5. Should additional testing be required for non fire alarm equipment failure (HVAC, Door Operations etc.,) and our presence is required, these services shall be provided as a change order to the base contract.
6. ARMC's Electrical Contractor shall be responsible for providing JCI accurate point to point conduit runs and final device back box locations for as-builts in a timely fashion for Project Close Out documents.
7. Any additional phases, equipment or requirements or work within the project, required by the local authorities, OSHPD, or the owner or their representatives beyond the equipment listed and the Scope of Work specified herein will require an extra Work Order.
8. Work Specifically excluded from this proposal
  - o Permits, plan check fees, and application fees.
  - o A/M/E/P and structural engineering/design/permit fees
  - o OSHPD and AHJ Permit/Inspection fees (inclusive of after hour inspection fees)
  - o AHJ Inspections based on phasing as described above.
  - o Electrical contractor to provide life safety power to new head ends and conduit rough-in for new or existing devices.
  - o Electrical contractor to provide and install all power, conduit, back boxes and wire necessary for new devices/panels etc. Electrical Contractor to terminate all new and replaced fire alarm devices.
  - o Repair of existing ductwork and/or replace/install for Fire Smoke Damper fire alarm work
  - o Providing patch/paint, fire stopping
  - o Elevator contractor shall provide all necessary support of shaft access and testing
  - o Nurse Call contractor shall provide all necessary testing verification related fire alarm work
  - o Hazardous materials abatement
  - o Dust and Infectious disease Containment
  - o Fire Watch as necessary
9. A full one year parts and labor Warranty for work performed by Johnson Controls, Inc. is included. Warranty shall commence on date of final AHJ installation approvals as this is "Beneficial Use".
10. This price is specific for the material/devices listed above. This proposal is good for ninety (90) days from issuance date. Pricing subject to change after the 90 days.

## **REMOBILIZATION SUMMARY**

*Due to the overextended idle time, corresponding inability to establish mobilization and cost impacts over said time please see the following cost impact directly related to Remobilization. Please note that these increases are directly related to inflation, labor increases, and several other factors due to the current local, national, and international financial climate (See attached Tariff letter from manufacture).*

### **\*Direct Labor**

- Project Management
- Engineering
- Administrative

*Continued on next Page>>>>*



# PROPOSAL

Johnson Controls, Inc.  
Systems and Services Division  
5770 Warland Drive  
Cypress, CA 90630  
Telephone (562) 799-8882  
Fax: (562) 799-3621  
CCL #22445

## **\*Project Equipment**

- Material
- Warranty
- Freight Shipping

## **ELECTRICAL SUMMARY**

*Provide and install any and all of the supporting electrical conduit, boxes, and wire in regards to this Fire Alarm Upgrade project.*

### **➤ Inclusions:**

- Provide labor and materials to remove the existing enclosure for 4 Fire Alarm Control Panels and 16 Transponder Panels and replace with new.
- Provide all the required conduits and gutters to transfer the existing cables from existing Fire Alarm Control Panels and Transponder Panels to the new ones.
- All scope of work will be performed during normal business hours.

### **➤ Exclusions:**

- Provide Fire Alarm equipment and cable.
- Programming of equipment with final program.
- Dust control and equipment protection.
- Wall, ceiling, and floor demolition, replacement, repair, patch/paint sawcut, X-Ray and or coring.

## **TOTOAL REVISED PROJECT PRICING:**

<i>Purchased Project Amount:</i>	<i>\$598,750.00</i>
<i><u>Invoiced Performed Work to date:</u></i>	<i><u>-\$109,122.00</u></i>
<i>Current Project Amount:</i>	<b><i>\$489,628.00</i></b>
Revised Project Amount:	\$489,628.00
Project Remobilization:	\$49,845.00
<u>Electrical Scope:</u>	<u>\$45,833.00</u>
<b>New Project Amount:</b>	<b>\$585,306.00</b>

(**IMPROTANT:** Any/All Terms and Conditions shall be pending JCI approval and reviewed once the Customer (San Bernardino County) provides their contractual Terms and Conditions.)

This proposal is valid for 90 days.

JOHNSON CONTROLS, INC.

*Brandon Vanden Berg*

**Signature**

Name: BRANDON VANDEN BERG

Title: ACCOUNT EXECUTIVE



**Attachment 2**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR ARMC FIRE ALARM PANEL SYSTEM UPGRADE PROJECT**

**1. LIQUIDATED DAMAGES**

County and Contractor recognize that time is of the essence in this Agreement and that the County may suffer financial loss, including but not limited to, the loss of grant funds, additional contract administration expenses, and loss of public use if the Work is not completed within the time stated in the Contract, including any extensions agreed to by the parties.

Contractor and County agree to liquidate damages with respect to Contractor's failure to achieve completion of the Work within the time stated in the Contract and proposal furnished by Johnson controls, Inc. **The project shall be completed within 16 months of the start date specified in the notice to proceed.** The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate County solely for Contractor's failure to meet the deadline for Final Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to achieve final completion of the Project within the time stated in the Contract AND/OR Contractor fails to achieve completion of each Project Phase within the time allowed for that Project Phase Contractor agrees to pay County **\$600 per day** for each calendar day that final completion is delayed.

Contractor acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Work. Contractor and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Work. Accordingly, the County and Contractor have agreed to such liquidated damages to fix Contractor's costs and to avoid later disputes. It is understood and agreed by Contractor that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

It is further mutually agreed that County shall have the right to deduct liquidated damages against progress payments that the County may owe Contractor. In the event the remaining unpaid progress payments the County owes Contractor are insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to County.

**2. PAYMENT AND PERFORMANCE BONDS**

Contractor will furnish a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the not-to-exceed amount of the Contract, and a Performance Bond in an amount equal to one hundred percent (100%) of the total not-to-exceed amount of the Contract. The Bonds must be on County approved bond forms and be secured from a surety company satisfactory to the County within seven (7) calendar days of the award of the Contract. The Bonds shall remain in full force and effect for a period of one (1) year following the date of final acceptance of the Project by County. The Performance Bond shall name the County as beneficiary under the bond.

**3. Ownership and Use of Drawings, Specifications and Other Instruments of Service**

Ownership of Contract Documents. All Drawings, Specification, plans, sketches and other documents, including copies thereof, furnished by the County are and shall remain the property of the County and may be required to be returned to the County at the Contractor's expense. They are to be used only with

respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the County's common law copyright or other reserved rights.

Contractor's Assignment of Copyrights. Project related documents created, prepared, or issued by Contractor, or its Sub-consultants, including any Drawings, Specifications, and electronic data are "work for hire", and shall become the property of the County when prepared and shall be delivered to County whenever requested. The Contractor hereby assigns to the County, without reservation, all copyrights to all Project related documents, models, photographs, and other written expressions created by the Contractor.

Submissions to County. A copy of every technical memorandum and report prepared by Contractor shall be submitted to the County to demonstrate progress toward completion of Work. In the event County rejects or has comments on any such work product, County shall identify specific requirements for satisfactory completion by Contractor. Contractor shall provide County with Project related documents in reproducible or electronic format, upon County's written request. All Project related documents shall be turned over to County upon termination of this Agreement or Final Completion, whichever occurs first.

#### **4. County's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract or fails to carry out Work in accordance with the Contract, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. The County's right to stop the Work is in addition to and without prejudice to any other rights or remedies of the County.

#### **5. County's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within a forty-eight (48) hour period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such forty-eight (48) hour period give the Contractor a second written notice to correct such deficiencies within a second forty-eight (48) hour period. If the Contractor within such second forty-eight (48) hour period after receipt of such second notice fails to commence and continue to correct any deficiencies, the County, without prejudice to other remedies the County may have, may correct such deficiencies. In such case an appropriate Contract Amendment shall be issued deducting from payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including compensation for any additional design services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County. The County's right to carry out the Work is in addition to and without prejudice to any other rights or remedies of the County.

#### **6. Suspension of Operations**

In addition to the County's right to stop the Work set forth in this Contract, the Contractor shall, upon receipt of County's written notice and within the time stated therein, suspend shipment and delivery of material and stop any part or all of the Work and operations under the Contract for such period or periods of time as the County may deem advisable and designate in said notice. Upon receipt of such notice to suspend operations, the Contractor shall immediately confer with the County concerning the probable duration of such suspension and stoppage, delays, and extensions of time resulting therefrom as well as the reduction and possible elimination of the Contractor's field cost and such other costs and expenses as may result directly from such Work stoppage. Upon written notice from the County to resume operations, the Contractor shall promptly resume all or any part of the Work and operations including securing of materials required by said resumption notice.

## **7. Authority of the Real Estate Services Department – Project Management**

- 7.1 The Director of the Real Estate Services Department, or his/her designee, shall represent the County and shall decide, within the provisions of the Specifications and Drawings, all questions which may arise concerning the quality or acceptability of materials furnished and Work performed.
- 7.2 In all cases requiring interpretation of the Drawings and/or Specifications, the decision of the Director of the Real Estate Services Department, or his/her designee, shall be final.
- 7.3 Final determination of the acceptable fulfillment of the Contract on the part of the Contractor shall be made by the Director of the Real Estate Services Department, or his/her designee.
- 7.4 The Director of the Real Estate Services Department, or his/her designee, is authorized to represent the County regarding any suspension or termination of this Contract. The County of San Bernardino Board of Supervisors must approve any assignment or amendment of this Contract.

## **8. Coordination**

The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and staging of its equipment in areas and locations approved by County. Where the proper and most effective space requirements, locations, and routing cannot be made as indicated in the Contract, the Contractor shall meet with all others involved before installation to plan the most effective and efficient method of overall installation.

## **9. Labor Discipline/Skilled Labor**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

None but skilled workmen shall be employed on any portion of the Work. When required in writing by the County, the Contractor or Sub-consultant shall discharge any person who is, in the reasonable opinion of the County, incompetent, unfaithful, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the Work except with the written consent of the County. Such discharge shall not be the basis of any claim for compensation or damages against the County or any of its officers or agents.

## **10. Procurement and Installation of Materials and Equipment**

Contractor shall: (i) place orders for all materials and equipment, taking into account current market and delivery conditions necessary to meet the Project Schedule; (ii) purchase and expedite the procurement of long lead time items to obtain their delivery by the required dates; and (iii) arrange for alternate sources for the supply of critical materials and equipment to maintain the schedule. Should Contractor fail in this duty, County reserves the right to order such materials and equipment as the County may deem advisable to maintain the schedule for the Project and all expenses shall be charged to and paid for by Contractor within the not-to-exceed Contract amount. Contractor shall keep the County informed of the status of procurement and shall promptly notify County in writing of any materials or equipment which may not be available within the time scheduled or necessary for the Project. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, including, but not limited to, County, and Sub-consultants before installation, to plan the most effective and efficient method of overall installation.

## **11. Coordination**

Contractor expressly acknowledges that County, its own forces, and County's Separate Contractors (meaning contractors performing work at site under separate contract with the County) may be working

simultaneously with Contractor on the Project during certain periods of time in certain portions of the Project Site. Contractor and County will take all steps necessary in connection with the construction Work not to interfere with the use and occupancy of the Project Site by County's Separate Contractors and personnel to minimize any interruption of services to such person, including, without limitation, utilities, ingress and egress, and parking. Contractor further agrees to coordinate its construction activities with all others performing work on the Project Site, including deliveries, storage, and installation. Contractor shall meet and consult with County from time to time at County's request to insure that Contractor and County are fully advised of all other construction activities on the Project Site, and Contractor shall take such steps as are reasonably necessary at County's request to coordinate its Work with the Work of County's Separate Contractors on the Project Site.

## **12. Stop Notice Claims**

If at any time there shall be evidence of the existence, whether or not same has been asserted, of any stop notice, or claim arising out of or in connection with the performance or default in performance of this Contract or any subcontract or supply contract entered into by Contractor to perform this Contract, and if the County might become liable for the discharge of or satisfaction of such stop notice or claim, then the County shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth above, an amount sufficient to discharge such stop notice or satisfy such claim and to reimburse the County and the Project Manager(s) of the County for all costs and expenses in connection therewith, including attorneys' fees. Further, the County, in its sole discretion, shall have the right to discharge or satisfy such stop notice or claim and pay all costs and expenses in connection therewith if the Contractor does not have such stop notice or claim discharged or satisfied within ten (10) calendar days after receiving notice to remove the stop notice or claim from County or unless some other procedure for discharge or satisfaction of such claim is agreed between County and Contractor. If the amounts retained are insufficient for the aforesaid purposes, or if such stop notice or claim remains undischarged or unsatisfied after all payments have been made to the Contractor, then the Contractor shall refund to the County all monies that may have been paid, or need to be paid, to discharge such stop notice or satisfy such claims, including the costs, expenses, and attorney's fees in connection therewith.

The County may release any payments withheld due to a stop notice claim if the Contractor obtains a release bond that is: (i) issued by a surety acceptable to County admitted to issue surety bonds by the California Department of Insurance; (ii) is in form and substance satisfactory to the County; and (ii) is in an amount of not less than 125% of the amount of any stop notice claim. The County reserves the right to require Contractor to obtain a stop notice release bond that meets the above requirements.

## **13. Safety Precautions and Programs**

The Contractor is responsible for establishing, maintaining, and supervising the necessary safety precautions needed to permit the performance of the Work without endangering public safety and property. A Site Specific Safety Program and the Contractor's Safety Policy must be prepared and submitted for the County's review and comments. Contractor shall comply with the review comments of County. The Site Specific Safety Program shall include the following:

- 13.1 The identity of Contractor's safety officer;
  - 13.2 The schedule for the Contractor's safety inspections;
  - 13.3 The type and frequency of training conducted for Contractor's personnel including tailgate meeting, lifting training, emergency procedure, etc.;
  - 13.4 A list of any possible fire hazards and the firefighting equipment for the particular Site;
  - 13.5 Written procedures in the event of an injury, fire, hazardous material experience, or other emergency during construction; and
- Contractor shall also comply with any safety requirements required by insurers providing coverage for the Project. Notwithstanding the foregoing, Contractor specifically assumes all risk of damages or injury to any persons or property, wherever located, resulting from any action or operation of the Contractor or Contractor's Sub-consultants.

## **14. Prevailing Wage and Labor Code Requirements**

- 14.1 Pursuant to California Labor Code, Part VII, Chapter 1, Article 2, Sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of said rates are on file with the Real Estate Services Department – Project Management, County of San Bernardino, will be made available for inspection during regular business hours, are included elsewhere in the specifications for the Work in the Project, and are also available online at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm). The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code Sections 1773, et seq.
- 14.2 There shall be paid each worker of the Contractor, or any Sub-consultant, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Sub-consultant and such worker.
- 14.3 The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed by the Contractor or by any Sub-consultant in connection with the Work. Pursuant to California Labor Code Section 1775, 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 the Contractor.
- 14.4 Pursuant to California Labor Code Section 1776, the Contractor and each Sub-consultant, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, 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 them in connection with the Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or Sub-consultant has complied with the requirements of the California Labor Code Sections 1771, 1811, and 1815 for any Work performed by his or her employees on the Project. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- (a) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  - (b) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations;
  - (c) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Sub-consultant and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
  - (d) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

- (e) copies provided to the public, by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Sub-consultant, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

- 14.5 In the event Contractor does not comply with the requirements of this Section, the Contractor shall have ten (10) days in which to comply, subsequent to a receipt of written notice specifying in what respects the Contractor must comply herewith. Should non-compliance still be evident after a ten (10) day period, the Contractor shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the Contract Sum then due or to become due to the Contractor.
- 14.6 Pursuant to California Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code Section 1811, the time of service of any worker employed at any time by the Contractor or by a Sub-consultant, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Sub-consultant, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- 14.7 The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Work by the Contractor or any Sub-consultant, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- 14.8 Any work performed by workers necessary to be performed after regular work hours or on Sundays or other holidays shall be performed without adjustment to the not-to-exceed Contract amount.
- 14.9 Any apprentices employed to perform any of the Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the Work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code Section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code Sections 3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.
- 14.10 Contractor agrees to comply with the prevailing wage requirements in Attachment 3.

## **15 Background Check And Security Requirements**

Security is a concern of the County. A "background check" by the San Bernardino County Sheriff's Administration office for each onsite Contractor representative/employee/worker and sub-consultant will be required for this project. The Contractor who is awarded the project will be required to complete the required background process for each worker (including all sub-consultants) that will work at or visit the facility. Completed "background check" forms shall be returned directly to the Project Manager's office for processing. Processing of these forms will take 2-4 weeks. No onsite work will be allowed prior to authorization. Disqualifying background information includes, but is not limited to, character/moral turpitude violations,

theft/related offenses, affiliation with criminal elements, felony convictions, current (pending) criminal cases, active arrest warrants and any information that would prohibit each worker access to Criminal Offender Record Information or California Law Enforcement Telecommunication systems as outlined by the California Department of Justice.

Individual fingerprinting is part of this process and will be provided at the San Bernardino Sheriff's Office (SBSO) headquarters. Fingerprinting will be scheduled upon Sheriff receiving the completed applications. The cost of all background checks will be compensated by the project. If the Contractor is unable to adequately obtain a workforce who can pass the background check process within 15 working days and prior to the Project start meeting, County may terminate the contract immediately.

## ATTACHMENT 3

### PREVAILING WAGE REQUIREMENTS

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, 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 the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, 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 them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse



the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
    - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
    - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
  - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does 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.”

c. Labor Code section 1771.1 states the following:

“(a) 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.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) 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."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

- (1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
- (3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
  - (A) At least monthly or more frequently if specified in the contract with the awarding body.
  - (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
  - (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
    - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
    - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
  - (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
  - (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*

- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
  - iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
  - v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
  - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
  - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
  - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
  - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
  - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
  - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
  - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
  - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

### **3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

### **4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance:**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.