



## City of San Ramon

### ADDENDUM NO. 1

#### CITY OF SAN RAMON PEST CONTROL SERVICES

Notice is given that the following revisions are hereby made a part of and incorporated into the bid proposal documents:

**Title of RFP Section to be changed/added:**

After further research, it has been determined that there is not currently a wage determination listed that includes “pest control services,” and in fact documentation was found to support that “pest control services” are listed as exempt. As such, please see changes to the RFP document below. Pricing should reflect the removal of DIR prevailing wage rate requirement.

RFP Section 7 “LABOR COMPLIANCE-PREVAILING WAGE REQUIREMENTS” shall be stricken in its entirety.

#### **~~7. LABOR COMPLIANCE-PREVAILING WAGE REQUIREMENTS~~**

~~**A.— General.** The Agreement is subject to the prevailing wage requirements applicable to the locality in which the Services are to be provided for each craft, classification or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.~~

~~**B.— Rates.** The prevailing rates are on file with the City’s principal office and available online at <http://www.dir.ca.gov/DLSR>. The Proposer and any subcontractor must pay no less than the specified rates to all workers employed to provide Services under the Agreement. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one half.~~

~~**C.— Compliance.** The Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code Section 1771.4.~~

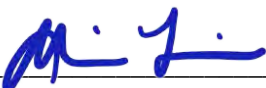
~~**D.— DIR Registration Required.** Only Proposers that are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5 are eligible to submit a Proposal for or to enter into the Agreement. The City may not accept a Proposal from or enter into the Agreement with a Proposer without reliable evidence that the Proposer is registered with the DIR. Subcontractors performing any of the Services will also be subject to DIR registration requirements.~~

Section 7 shall now be “MISCELLANEOUS.”

Attachment A – Form of Agreement, section 7 “Labor Code Compliance.” Shall be stricken in its entirety.

~~7. Labor Code Compliance.~~

- ~~a. General. The Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. CONTRACTOR must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.~~
- ~~b. Prevailing Wages. Each worker performing Services under this Agreement that is covered under Labor Code Section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the CITY'S principal office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code Section 1775, CONTRACTOR and any subcontractor will forfeit to CITY as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.~~
- ~~c. Working Day. Pursuant to Labor Code Section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code Section 1813, CONTRACTOR will forfeit to CITY as a penalty the sum of \$25 for each day during which a worker employed by CONTRACTOR or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code Section 1815. All Services must be carried out during regular CITY working days and hours unless otherwise specified in the Scope of Services Exhibit A or authorized in writing by CITY.~~
- ~~d. Payroll Records. CONTRACTOR and its subcontractors must maintain certified payroll records in compliance with Labor Code Sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, CONTRACTOR and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code Sections 1771, 1811, and 1815. Unless the Agreement is under \$15,000, CONTRACTOR must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.~~
- ~~e. Apprentices. If the Agreement is for \$30,000 or more, CONTRACTOR must comply with the apprenticeship requirements in Labor Code Section 1777.5.~~
- ~~f. DIR Monitoring, Enforcement, and Registration. This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Section 1725.5 of the Labor Code, and CONTRACTOR and any subcontractor must be registered with the DIR to perform public works projects.~~

Approved By: , Director of Public Works      Date: March 3, 2021