

ATTACHMENT H

prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.

- .1 Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain from the AOC a copy of such prevailing wage rates, which the Contractor shall post at the Project site.
 - .2 Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the AOC due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form.
 - .3 If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as listed inside the booklet or access on the Internet at http://www.dir.ca.gov/DLSR/statistics_research.html. The rates thus determined shall be applicable as minimum from the time of initial employment.
 - .4 The Contractor and each Subcontractor and their Sub-subcontractors shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or Subcontractor, or Sub-subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the AOC, the Contractor's, its Subcontractors', and their Sub-subcontractors' certified payroll records shall be furnished within 10 days. The Contractor's, Subcontractors' and Sub-subcontractors' certified payroll records shall be available for inspection at the principal office of the Contractor.
- 3.3.4 Travel and Subsistence Payments: The Contractor shall pay travel and subsistence payments to persons required to execute the Work as such travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.
- 3.3.5 Apprentices: Properly registered apprentices may be employed in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The Contractor and each Subcontractor, and their Sub-subcontractors shall comply with the requirements of Labor Code, Section 1777.5, and any related regulations regarding the employment of registered apprentices, **and all Subcontractors and their Sub-subcontractors that will employ workers in an apprenticeable craft have agreements with registered apprenticeship programs, approved by the California Apprenticeship Council.**
- 3.3.6 Health and Safety: Each Subcontractor and Sub-contractor's employees working at the Project site shall provide its worker's compensation experience modifier for the most recent three-year period, and its average total recordable injury and illness rate and average lost work rate for the most recent three-year period. This information along with the Subcontractors' acknowledgement of a site safety program that is compliant with the provisions of the California Division of Occupational Safety and Health shall be deemed acceptable if, for each Subcontractor, its experience modification rate for the most recent three-year period is an average of 1.00 or less and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category. Should the Subcontractor exceed these requirements, then the Subcontractor may be deemed to have an acceptable safety record if the Subcontractor is a party to an alternative dispute resolution system as provided for in Labor Code,

Section 3201.5 and the Subcontractor acknowledges its site safety program is compliant with the provisions of the California Division of Occupational Safety and Health.

3.4 NONDISCRIMINATION/NO HARASSMENT CLAUSE

- 3.4.1 During the performance of this Contract, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 3.4.2 During the performance of this Contract, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Contract. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- 3.4.3 The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part of it as if set forth in full.
- 3.4.4 The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities and/or women shall excuse the Contractor's obligations under these specifications; Government Code, Section 12990; or the deregulations promulgated pursuant thereto.
- 3.4.5 The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Contract.
- 3.4.6 The Contractor shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to Government Code, Section 12990.

3.5 GUARANTEE

- 3.5.1 The Contractor unconditionally guarantees the Work will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of 1 year from the date of Acceptance of the Work, per Paragraph 8.6, unless a longer guarantee period is specifically called for in the Contract Documents. The Contractor shall repair or replace any and all work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to the AOC; ordinary wear and tear and abuse excepted.
- 3.5.2 The Contractor further agrees, within 14 days after being notified in writing by the AOC, of any work not in accordance with the requirements of the Contract Documents or any defects in the Work, that the Contractor shall commence and execute, with due diligence, all work necessary to fulfill the terms of the guarantee. If the AOC finds that the Contractor fails to perform any of the work under the guarantee, the AOC will proceed to have the work completed at the Contractor's expense and the Contractor will pay costs of the work upon demand. The AOC will be entitled to all costs, including reasonable attorney's fees necessarily incurred upon the Contractor's refusal to pay the above costs.
- 3.5.3 Notwithstanding the foregoing Subparagraph, in the event of an emergency constituting an immediate