

City of San Diego PURCHASE ORDER

PO No. 4500104279

Date: 09/04/2018 Page 1 of 5

Ship To:

EVMNTL SRVS-ASBESTOS & LEAD PROGRAM 9601 RIDGEHAVEN CT STE 310 San Diego CA 92123-1676 Bill To:

REAL ESTATE ASSETS DEPARTMENT STE 1700 1200 THIRD AVE SAN DIEGO CA 92101 Billing Contact: Susan Kitchens

Telephone:

E-Mail: SKITCHENS@SANDIEGO.GOV

Vendor: GGG Demolition, Inc.

1439 W. Chapman Avenue

Orange CA 92868

Terms:

within 30 days Due net

Delivery Terms: FOB Destination

Buyer: Michael Warner Telephone: 619-236-6154

1010 Profile: 010 200 0104

Vendor ID: 10035456 **Telephone**:714-699-9350 **E-Mail**: lauren@gggdemo.com

E-Mail: MWarner@sandiego.gov

Line#	Item ID/Description Serv # Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uol Conv Factor	/ Exte	nded Price
1	Prevailing Wage Hourly	06/30/2019	384 HR	103.60 HR	USD	39,782.40
	Mold Abatement for San Diego Theaters (Real Estate Assets I New PO	Department)				
	Place PO number and "ALMP" on invoice					
	Dept Contact: Gil Cortinas, 858-573-1264					
2	40 Yard Bin of Mold Contaminated Wast	06/30/2019	3 EA	784.86 EA	USD	2,354.58
Notes:	PO released NTE purchase order value or as may be modified Update Insurance and Business Tax Certificate as required.	I by the City.			_	
	DIR Project ID: 148764					
	WAGE REQUIREMENTS: PURCHASE ORDERS EXECUTED					
	By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services. A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates. 1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor and its					
The Tern	ns and Conditions of this Purchase Order are available at	http://www.sandiego.g	ov/purchasing/vendor	SEE LA	STI	PAGE

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to 'Billing Contact person at Bill-To address listed above

SEE LAST PAGE FOR TOTAL



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specified in L in the manne 4. Apprentice California Lal employment responsible fi subcontracto 5. Working H California Lal limited to: (i) eight hours a	ctor and its subcontractors shall also furnish the records			
in the manne 4. Apprentice California Lal employment responsible fi subcontracto 5. Working H California Lal limited to: (i) eight hours a	Labor Code section 1776 directly to the Labor Commissioner			
4. Apprentice California Lal employment responsible fi subcontracto 5. Working H California Lal limited to: (i) eight hours a	er required in Labor Code section 1771.4.			
California Lal employment responsible fi subcontracto 5. Working H California Lal limited to: (i) eight hours a	es. Contractor and its subcontractors shall comply with			
employment responsible fi subcontracto 5. Working H California Lal limited to: (i) eight hours a	bor Code sections 1777.5, 1777.6 and 1777.7 concerning the	2		
responsible fr subcontracto 5. Working H California Lal limited to: (i) eight hours a	and wages of apprentices. Contractor shall be held			
subcontracto 5. Working H California Lal limited to: (i) eight hours a	for their compliance as well as the compliance of their			
5. Working H California Lal limited to: (i) eight hours a	ors with sections 1777.5, 1777.6 and 1777.7.			
California Lal limited to: (i) eight hours a	lours. Contractor and its subcontractors shall comply with			
limited to: (i) eight hours a	bor Code sections 1810 through 1815, including but not			
eight hours a	restrict working hours on public works contracts to			
	a day and forty hours a week, unless all hours worked in			
	nours per day are compensated at not less than 1½ times the			
	pay; and (ii) specify penalties to be imposed on design	•		
I				
· · · · · · · · · · · · · · · · · · ·	s and subcontractors of \$25 per worker per day for each day			
	orks more than 8 hours per day and 40 hours per week in			
violation of C	California Labor Code sections1810 through 1815.			

IMPORTANT!

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_ine#	Item ID/Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom	Extended Price
	Serv# Service Description 6. Required Provisions for Subcontracts. Contractor shall include a	nt a		Conv Factor	
	minimum a copy of the following provisions in any contract they en	ter			
	into with a subcontractor: California Labor Code sections 1771, 17				
	1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.				
	7. Labor Code Section 1861 Certification. Contractor in accordance	e with			
	California Labor Code section 3700 is required to secure the paym				
	compensation of its employees and by signing this Contract, Contr				
	certifies that "I am aware of the provisions of Section 3700 of the				
	California Labor Code which require every employer to be insured	against			
	liability for workers' compensation or to undertake self-insurance in	-			
	accordance with the provisions of that code, and I will comply with				
	provisions before commencing the performance of the work of this				
	Contract."				
	Labor Compliance Program. The City has its own Labor Compliance	ance			
	Program authorized in August 2011 by the DIR. The City will withh				
	contract payments when payroll records are delinquent or deemed				
	inadequate by the City or other governmental entity, or it has been				
	established after an investigation by the City or other governmenta				
	entity that underpayment(s) have occurred. For questions or assist				
	please contact the City of San Diego's Equal Opportunity Contract				
	Department at 619-236-6000.	ıı ıg			
	Separtment at 013 230 0000. Contractor and Subcontractor Registration Requirements. This part of the separtment at 013 230 0000.	oroject			
	is subject to compliance monitoring and enforcement by the DIR. A	-			
	contractor or subcontractor shall not be qualified to bid on, be lister				
	·				
	in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as				
	•				
	defined in this chapter of the Labor Code unless currently registere	ŧu			
	and qualified to perform the work pursuant to Section 1725.5. In				
	accordance with Labor Code section 1771.1.(a), "[i]t is not a violati				
	of this section for an unregistered contractor to submit a bid that is				
	authorized by Section 7029.1 of the Business and Professions Co.				
	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."	:_			
	9.1. A Contractor's inadvertent error in listing a subcontractor who				
	not registered pursuant to Labor Code section 1725.5 in a respons	se to a			
	solicitation shall not be grounds for filing a bid protest or grounds				
	for considering the bid non-responsive provided that any of the				
	following apply: (1) the subcontractor is registered prior to bid				
	opening; (2) within twenty-four hours after the bid opening, the	_			
	subcontractor is registered and has paid the penalty registration fe				
	specified in Labor Code section 1725.5; or (3) the subcontractor is				
	replaced by another registered contractor pursuant to Public Contr	act			
	Code section 4107.				
	9.2. A Contract entered into with any Contractor or subcontractor in	n			
	violation of Labor Code section 1771.1(a) shall be subject to c		11 1.1 1 4 . 4		
	ancellation, provided that a Contract for public work shall not be ur		able solely due to the		
	awarding body, Contractor, or any subcontractor to comply with the	е			
	requirements of section 1725.5 of this section.				
	9.3. By submitting a bid or proposal to the City, Contractor is				
	certifying that he or she has verified that all subcontractors used or				
	this public works project are registered with the DIR in compliance				
	Labor Code sections 1771.1 and 1725.5, and Contractor shall prov				
	proof of registration for themselves and all listed subcontractors to				
	the City at the time of bid or proposal due date or upon request.				
	10. Stop Order. For Contractor or its subcontractor(s) engaging in	the			
	performance of any public work contract without having been regis	tered			
	in violation of Labor Code sections 1725.5 or 1771.1, the Labor				
	Commissioner shall issue and serve a stop order prohibiting the us	se of			
e Term	ns and Conditions of this Purchase Order are available at http	://www.sandiego.g	gov/purchasing/vendor		ST PAG

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Line#	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	the unregistered Contractor or unregistered subcontractor(s) on ALL			CONVEACION	
	public works until the unregistered Contractor or unregistered				
	subcontractor(s) is registered. Failure to observe a stop order is a				
	misdemeanor.				
	11. List of all Subcontractors. The City may ask Contractor for the most				
	current list of subcontractors (regardless of tier), along with their				
	DIR registration numbers, utilized on this contract at any time during				
	performance of this contract, and Contractor shall provide the list				
	within ten (10) working days of the City's request. Additionally,				
	Contractor shall provide the City with a complete list of all				
	subcontractors utilized on this contract (regardless of tier), within				
	ten working days of the completion of the contract, along with their DIR				
	registration numbers. The City shall withhold final payment to				
	Contractor until at least 30 days after this information is provided to				
	the City.				
	12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of				
	\$25,000 or less. The Contractor shall still comply with Labor Code				
	sections 1720 et. seg. The only recognized exemptions are listed below:				
	12.1. Registration. Contractor will not be required to register with the				
	DIR for small projects. (Labor Code section 1771.1).				
	12.2. Certified Payroll Records. The records required in Labor Code				
	section 1776 shall be required to be kept and submitted to the City of				
	San Diego, but will not be required to be submitted online with the DIR				
	directly. Contractor will need to keep those records for at least three				
	years following the completion of the contract. (Labor Code section				
	1771.4).				
	12.3. List of all Subcontractors. Contractor shall not be required to				
	hire only registered subcontractors and is exempt from submitting the				
	list of all subcontractors that is required in section 11 above. (Labor				
	Code section 1773.3).				
	B. Living Wages. This Contract is subject to the City's Living Wage				
	Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Artic	cle			
	2, Division 42. Contractor agrees to require all of its subcontractors,				
	sublessees, and concessionaires subject to the LWO to comply with the				
	LWO and all applicable regulations and rules.				
	1. Payment of Living Wages. Pursuant to San Diego Municipal Code sec	ction			
	22.4220(a), Contractor and its subcontractors shall ensure that all				
	workers who perform work under this Contract are paid not less than the	:			
	required minimum hourly wage rates and health benefits rate unless an				
	exemption applies.				
	1.1 Copies of such living wage rates are available on the City website				
	at https://www.sandiego.gov/purchasing/programs/livingwage/. Contract	or			
	and its subcontractors shall post a notice informing workers of their				
	rights at each job site or a site frequently accessed by covered				
	employees in a prominent and accessible place in accordance with San				
	Diego Municipal Code section 22.4225(e).				
	1.2 LWO wage and health benefit rates are adjusted annually in				
	accordance with San Diego Municipal Code section 22.4220(b) to reflect	t			
	the Consumer Price Index. Service contracts, financial assistance				
	agreements, and City facilities agreements must include this upward				
	adjustment of wage rates to covered employees on July 1 of each year.				
	2. Compensated Leave. Pursuant to San Diego Municipal Code section				
	22.4220(c), Contractor and its subcontractors shall provide a minimum of	of			
	eighty (80) hours per year of compensated leave. Part-time employees				
	must accrue compensated leave at a rate proportional to full-time				
	employees.				
	3. Uncompensated Leave. Contractor and its subcontractors must also				
	permit workers to take a minimum of eighty (80) hours of uncompensate	d			
The Terms and Conditions of this Purchase Order are available at http://www.sandiego.gov/purchasing/vendor				SFFIA	ST PAGE
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	IMPORTANT!	FOR TOTAL			
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.ine#	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Cony Factor	Extended Price
	Serv# Service Description leave per year to be used for the illness of the worker or a member of	of		CONVERCION	
	his or her immediate family when the worker has exhausted all accru	ied			
	compensated leave.				
	 Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should 				
	Contractor or its subcontractors are found to be in violation of any of				
	the provisions of the LWO.				
	Payroll Records. Contractor and its subcontractors shall submit				
	weekly certified payroll records online via the City's web-based Labo	r			
	Compliance Program. Contractor is responsible for ensuring its				
	subcontractors submit certified payroll records to the City.				
	5.1 For contracts subject to both living wage and prevailing wage				
	requirements, only one submittal will be required. Submittals by a				
	Contractor and all subcontractors must comply with both ordinance				
	requirements.	1005			
	6. Certification of Compliance. San Diego Municipal Code section 22	2.4225			
	requires each Contractor to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30)				
	days of Award of the Contract.				
	Annual Compliance Report. Contractor and its subcontractors mu	st file			
	an annual report documenting compliance with the LWO pursuant to				
	Diego Municipal Code section 22.4225(d). Records documenting co				
	must be maintained for a minimum of three (3) years after the City's	•			
	final payment on the service contract or agreement.				
	1.3. Exemption from Living Wage Ordinance. Pursuant to San Diego	0			
	Municipal Code section 22.4215, this Contract may be exempt from				
	LWO. For a determination on this exemption, Contractor must comp	lete			
	the Living Wage Ordinance Application for Exemption.				
	C. Highest Wage Rate Applies. Contractor is required to pay the high	nest			
	applicable wage rate where more than one wage rate applies.				
e Term	s and Conditions of this Purchase Order are available at http://	www.sandiego.g	ov/purchasing/vendor		
				Line Item Total \$	42,136.
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ensur	e prompt payments, PO # must appear on all shipment o <i>Billing</i> Contact person at <i>Bill-To</i> address listed above	s and invoices;	all invoices must be	PO Total \$	42,136.
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