



## Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

**RFP No. B2020-04**

**RFP for HVAC Filter Replacement Services at Various City Buildings**

<b>RFP Submittal Information</b>	
Mail or hand deliver Proposals. No faxed proposals. <b>No Late proposals.</b>	
<b>Location:</b>	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
<b>Date:</b>	Monday, February 24, 2020
<b>Time Deadline:</b>	3:00 p.m. Local (Pacific) Time

### Submittal Requirements

**A FIRM PREVIOUSLY HIRED BY THE CITY TO PERFORM ENGINEERING DESIGN SERVICES FOR THIS PROJECT CANNOT PROPOSE OR PROVIDE ITS SERVICES FOR THE CONSTRUCTION PHASE.**

An original plus two (2) printed copies of your RFP submittal must be in a sealed envelope and marked with the RFP number and title by the deadline time listed above. Your submittal must include the following:

- Vendor's Response (Section III of this document pages 10 through 15) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)
- Product Samples/Report (See "Bid Submittals" on pg. 3 of the RFP for full list of submittals).

Proposers will be disqualified if their proposal does not include the above items.

### Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

### Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors.

The pre-proposal conference will start promptly at the time and location listed below. You **must** arrive on time and stay for the entire conference.

**Location:** Torrance City Hall Council Chambers  
3031 Torrance Boulevard  
Torrance, CA 90503

**Date:** Wednesday, January 29, 2020

**Time:** 10:30 a.m. Local (Pacific) Time

### Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Wednesday, February 5, 2020
- Your questions should be directed to:

**Nina Schroeder**  
**Business Manager**  
**NSchroeder@TorranceCA.gov**

## SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on Monday, February 24, 2020. An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: “RFP for HVAC Filter Replacement Services at Various City Buildings, RFP No. B2020-04”.

**The City of Torrance:**

The City of Torrance is on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

**Background:**

The City is seeking qualified vendors to provide labor, materials, tools, equipment, and incidentals to replace HVAC filters at various City Buildings three (3) times per year, semi-annually and annually per the RFP documents.

**Definitions:**

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

**Proposal Submittal Form:**

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked “RFP for HVAC Filter Replacement Services at Various City Buildings, RFP No. B2020-04” and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, with an address and telephone number. If made by a business entity, it must be signed by an authorized person that executes binding agreements and contracts. A full business address and telephone are required.

Blank spaces in the proposal form must be completed using ink, indelible pencil, or typewriter. The text of the proposal form must not be changed and no additions. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

## **Additional Submittal Requirements:**

In addition to the Vendor's Response and Proposer's Affidavit, you must include the following product submittals:

1. An 8" x 8" sample of the 3 ply wire ringed framed filter, fabricated per above frame specifications with a name-tag permanently affixed to the filter (self-sticking stickers are not acceptable).
2. One sample of the pleated filters specified in B and C section of the above specification list, or the catalogue or brochure of the product with full specification of the product.
3. The name-tag must contain the name of participating contractor, the name of manufacturer and model No.
4. An independent laboratory test report conforming of the above sample meeting ASHRAE test standard 52.2. – 1999
5. A copy of the Material Safety Data Sheet (MSDS) from the manufacturer of the filter media

## **Mandatory Pre-Proposal Conference**

A vendor representative must attend the mandatory pre-proposal conference in order to submit a proposal. No exceptions. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. **No late arrivals.** Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-throughs allowed. Vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

## **Questions:**

*Submit questions in writing via email Nina Schroeder at [NSchroeder@TorranceCA.gov](mailto:NSchroeder@TorranceCA.gov) by 12:00 P.M Noon, local Pacific Time on Wednesday, February 5, 2020. No questions via telephone. No questions submitted after deadline. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known prospective proposers as an addendum to the RFP.*

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited and may cause disqualification.

## **Errors and Omissions:**

The proposer may not take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. If there are errors or omissions, you will be notified.

## **Proposers Examination of Requirements:**

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions, the character, quality and quantity of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

## **Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments will be identified by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

Attach all addenda to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause for rejection.

The City reserves the right to award a contract to a company solely based on the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer’s ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

**Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

**Evaluation of Proposals:**

The City will be the sole determiner of suitability to the City’s needs. Proposals are rated according to their completeness and understanding of the City’s needs, conformance to the requirements of the technical specifications, compatibility with the City’s current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost are reviewed to determine which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City’s project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether to recommend the award of an Agreement.

<b>Description of Evaluation Criteria</b>	<b>Possible Points</b>
Meets the technical requirements (Section II) of the RFP	60
Experience with Commercial Buildings and Filters	20
Cost	20
Maximum Total Points =	100

**Contractor Experience and licenses:**

Contractor needs to have a C-20 Heating, Ventilating, Air Conditioning Contractor's license. Contractor needs to have a minimum of five (5) years' experience from the date of issuance by the Contractors State License Board. The references need to reflect the experience.

**Contract Term:**

The initial contract will be for a period of five (5) years from effective date of award.

**Prevailing Wage:**

The State of California Senate Bill 7 (SB7) applies to construction contracts over \$25,000 and contracts for alteration, demolition, repair and maintenance over \$15,000. There are no exemptions. The contract issued because of this RFP is subject to prevailing wage. This bid is subject to prevailing wage rates. Current prevailing wage determinations rates may found at the State of California Dept. of Industrial Relations website <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

**Contractor Registration the State of California Senate Bill 854 (SB854):**

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- For additional information and to register online go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

**Independent Contractor:**

The successful proposer will at all times remain to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible or liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for all taxes and penalties that may be assessed against the City because of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

**Payments:**

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications.

Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

**Suspension of Procurement:**

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event, City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement based on materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

**Notice:**

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

**Notice of Intent to Award:**

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract because of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site <http://www.torranceca.gov>

**City of Torrance Bid/RFP Protest Procedures:**

The City of Torrance Bid/RFP Protest Procedures are found on the City of Torrance Web site: <http://www.torranceca.gov>

**SECTION II TECHNICAL REQUIREMENTS****Overview/Introduction:**

The City of Torrance is requesting proposals from qualified vendors for HVAC filter replacements at Various City Buildings. The type of filter, quantity and location is outlined on the filter list included with RFP as Attachment 3

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**Scope of Work:**

The following are the technical specifications of the HVAC filters, bidders must provide the filters and the labor to replace them, the equipment are located on the roof tops or in the attic space of the city buildings throughout the city.

The work must be scheduled with the city HVAC division one week prior to the start date and to be completed in not more than three (3) days every four months and no more than one (1) day for semi-annual and annual filter replacement.

Note: Except for the filters that have annual and semi-annual replacement schedule, as mentioned in the filter list (Attachment 3), all other building filters must be replaced three times a year (every four months). Bidder will be required to provide stickers with date of filter replacement.

Proposer is responsible for storage of filters and associated equipment and materials. There is no onsite storage allowed. Vendor will come to the site with all the materials, tools and equipment to complete the replacement of and properly dispose of old filters within the specified time period.

The contract is for a five (5) year period from effective date of award. The vendor will include all costs associated with replacement of the filters including labor, materials, tools, equipment and incidentals for entirety of the contract period. There will be no additional compensation for fluctuation in the market prices. Only change to the costs will be if there is an equipment change out that subsequently changes the size and/or type of filter.

**General Requirements:****A: Three ply internally supported wire ring panel and link filters****General:**

- The air filters shall be three ply 1.5 inch thick in panel, link or bag filter forms, the filter element shall be manufactured from Dacron or Polyester fibers and bonded with a fire retarded resin.
- The quantity, sizes and format shall be as specified in attached filter list.

**Construction:**

- The filter media shall be multi-graduated laminate of variable denier synthetic fibers that form three distinctive plies that are arranged from coarse to increasingly finer deniers of media.
- The fiber media shall be comprised of a minimum of 32% recycled materials, calculated by weight.
- The filter shall have a downstream layer that is composed of a needled, synthetic media that has dual directional strength, insuring filter integrity as it becomes loaded.

- The filter shall utilize two distinctive tackifiers, both wet and dry tack to maximize filtration.
- The filter shall utilize an internal wire support constructed of a nine and one half gauge galvanized wire. Cross wires shall be utilized on all panels greater than eleven and one quarter inches for added rigidity.
  - The internal wire support shall be encapsulated between the different plies of synthetic media by a thermally generated seal, within one half inch from the edges of the filter to provide additional air seal.

**Performance:**

- The filter shall have a MERV (Minimum Efficiency Reporting Value) value of 8 when tested by an independent test facility according to ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) Standard 52.2-1999. The filter shall achieve a minimum E2 value of 40.4% and a minimum E3 value of 73.8%.
- The filter shall have an initial resistance of 0.46” W.G. at the recommended air flow speed of 500 FPM the filter shall have a recommended final resistance of 1.0” W.G.
  - The filter shall be a class 2 per standard 900 from Underwriters Laboratories.

**Options:**

Filters shall come with the following options:

- The filter shall be treated with an EPA registered antimicrobial to inhibit growth of mold, mildew and bacteria.
- The filter shall be available in a configuration for confined or limited access units.

B. High capacity pleated filter four inch and six inch depth

**General:**

- Air filters shall be Tri-Pleat MERV value 7 and minimum of 15 pleats per liner foot.
- The quantity and sizes shall be as specified in the attached filter list.

**Construction:**

- The filter media shall be a synthetic media that is pleated into consistent media pack.
- An expanded rust resistant metal backing shall be bonded to the downstream side of the media to maintain the pleat shape and for added strength.
- The filter frame shall be constructed of rigid heavy duty moisture resistant Kraft board frame with a mil thickness of 0.28; the frame shall consist of two piece construction with no “header”.
- The frame shall be bonded to the media to prevent air bypass.
- The frame shall have diagonal cross supports on air entering and leaving side for added support and pleat spacing.

**Performance:**

- The filter shall have a MERV (Minimum Efficiency Reporting Value) value of 7 when tested by an independent test facility according to ASHREA (American Society of Heating Refrigeration and Air Conditioning Engineers) Standard 52.2-1999. The filter shall achieve a minimum E2 value of 55.5 % and a minimum E3 value of 59.4%
- The filter shall have an initial resistance of 0.22” W.G. at the recommended air flow of 500 FPM for a 24”x24”x4” nominally sized filter. The filter shall have a media surface area of 28.8 square feet.
- The filter shall have a recommended final resistance of 1.0” W.G.
- The filter shall be certified class 2 per U.L. Standard 900.

C: High capacity pleated filter, synthetic media MERV-11 two inch depth



**General:**

- Filters shall be Tri-Pleat electro-statically enhanced synthetic media filter
- The quantity, sizes and capacities shall be as specified in attached filter list

**Construction:**

- The filter media shall be electro-statically enhanced synthetic media that is pleated into a consistent media pack.
- An expanded rust resistant metal backing shall be bonded to the downstream side of the media to maintain the pleat shape and for added strength.
- The filter frame shall be constructed of rigid heavy duty moisture resistant Kraft-board frame with a mil thickness of .28; the frame shall consist of two-piece construction.
- The frame shall be bonded to the media to prevent air bypass.
- The frame shall have diagonal cross supports on air entering and air leaving sides for added support and pleat spacing.

**Performance:**

- The filter shall have a MERV (Minimum Efficiency Reporting Value) value of 11, when tested by an independent test facility according to ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) Standard 52.2-1999. The filter shall achieve a minimum E2 value of 68.5% and a minimum E3 value of 86.4%
- The filter shall have an initial resistance of .32" W.G. at the recommended air flow of 500 FPM for a 24"x24"x2" nominally sized filter. The filter shall have a media surface area of 19.2 square feet.
- The filter shall have a recommended final resistance of 1.0" W.G.
- The filter shall be certified class 2 per U.L. Standard 900.

RFP No. B2020-04

RFP for HVAC Filter Replacement Services at Various City Buildings

**SECTION III PROPOSAL SUBMITTAL**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

**RFP Submitted By:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Form of Business Organization:** Please indicate the following (check one).

Corporation  Partnership  Sole Proprietorship  Other: \_\_\_\_\_

**Do you have a Parent Company?**  No  Yes, \_\_\_\_\_  
(Name of Parent Company)

**Do you have any Subsidiaries?**  No  Yes, \_\_\_\_\_  
(Name of Subsidiary Company)

**Business History:**

Years in business under your current name and form of business organization? \_\_\_\_\_ Years  
If less than three (3) years and your company was in business under a different name, what was that name?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail Address

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**Addenda Received: (It is mandatory to complete this section) Please indicate addenda information you have received regarding this RFP.** If addenda is not attached to your bid submittal (per instructions), you are still held accountable to its contents.

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

**Payment Terms:** The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? \_\_\_\_\_

**Project Start and Completion:**

The City requires the project to start as soon as possible from the award of a contract. Specific periods that are mutually agreed upon will be established after award of a contract.

**Contract Representative:**

Please provide the name of the individual at your company who will be responsible for administering this contract.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address



Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **Do not list a reference more than once or include the City of Torrance as a reference for this RFP.**

1	Name of Company/Agency:	
	Street Address:	
	City: State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	

Proposal Submittal (continued):

Vendor Name: \_\_\_\_\_

Price Proposal		
Category Description	Cost Per Replacement	Annual Cost
Filter Replacement <b>(3) Times</b> per Year	\$	\$
<b>Semi-Annual</b> Filter Replacement City Hall, West Annex and the City Services Bldg.	\$	\$
<b>Annual</b> Filter Replacement at Police Department, Cultural Arts Center and Public Works		\$
<b>Total Cost for 5 Year Term</b>		\$

Total Cost for 5 Year Term in Words: \_\_\_\_\_

**PROPOSAL MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of principal in company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

\_\_\_\_\_ being first duly sworn deposes and says:

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

\_\_\_\_\_  
(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Title)

**CONTRACT SERVICES AGREEMENT**

This CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into as of Date (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Contractor Name, type of entity (“CONTRACTOR”).

**RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to Description of Project Project Name & Bid Number;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the Description of Notice Inviting Bid Project Name & Bid Number (the “NIB”); and
- C. CONTRACTOR has submitted a Bid (the “Bid”) in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

**AGREEMENT:**

**1. SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

**2. TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for One/Two Year(s) from the Effective Date.

**3. COMPENSATION**

- A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR’s Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$Insert Dollar Amount (“Agreement Sum”), plus a contingency of \$Insert Dollar Amount, if first approved in writing by the CITY.

- B. Schedule of Payment.  
Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

**4. TERMINATION OF AGREEMENT**



A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a) cease operations as directed by CITY in the notice;
  - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
  - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited

to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

## **5. FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

## **6. RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

## **7. THE CITY'S REPRESENTATIVE**

City Representative is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

## **8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1  
Representative 2

## **9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CITY has no duty, obligation, or

responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. PREVAILING WAGE**

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services 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 ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will 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 post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

## **16. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property

damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**17. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**18. INSURANCE**

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - (a) Primarily Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - (b) Primary Property Damage of at least \$250,000 per occurrence; or
  - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) Commercial General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate.
- (3) Workers' compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, very officer,

agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies. Additional insured coverage endorsement must also apply to all work performed by CONTRACTOR.

- D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 18.
- G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.
- I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

**19. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**20. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval,

recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**21. NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Contractor's Name and Address

Fax: Insert Fax Number

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503  
Fax: (310) 618-2931

with a copy to: Attn: Project Manager's Name  
Department Name  
Address  
Torrance, CA 90503  
Fax: Insert Fax Number

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

**23. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**24. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**25. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**26. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**27. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**28. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**29. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**30. ATTORNEY'S FEES**



Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**31. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**32. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

**33. PUBLIC RECORDS ACT**

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Bid used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

CITY OF TORRANCE,  
a municipal corporation

Firm Name  
Type of Entity

\_\_\_\_\_  
Patrick J. Furey, Mayor

By: \_\_\_\_\_  
Signer Name, Title

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN  
City Attorney

By: \_\_\_\_\_

Attachment: Exhibit A: Bid  
Rev. 071318

**EXHIBIT A**

**Bid**

**ATTACHMENT 3  
FILTER LIST**

## FILTER LIST

LOCATION	PRODUCT SIZE	QTY.
<b>BENSTEAD PLUNGE - 3331 Torrance Boulevard</b>		
	25x75 LINK	1
	61 x 68 -1/2 PANEL	1
<b>CIVIC CENTER LIBRARY - 3301 Torrance Boulevard</b>		
	20x20 PANELS	65
	41x28 LINK	1
	41x69 LINK	1
	35x85 LINK	1
	25x48 LINK	3
	12x16 PANELS	4
	25x64 LINK	1
<b>PERSONNEL BUILDING - 3231 Torrance Boulevard</b>		
	20x75 LINKS	2
	38x86 PAD	1
	23x72 LINKS	2
<b>WEST ANNEX - 3031 Torrance Boulevard</b>		
	20x50 LINK	2
	25x80 LINKS	3
	46x76 PANEL	1
	20x60 LINKS	2
	20x80 LINKS	3
	25x48 LINK	1
	17x21 PANELS	3
Boiler Room	20x40 PANEL	1
Boiler Room	16x25 PANEL	1
<b>CITY HALL - 3031 Torrance Boulevard</b>		
	11x22 PANEL	1
Computer Room AH	25x100 LINK	1
Basement AH	24x24 PANELS	10
Penthouse AH	24x20 PANELS	16
Boiler Room	31x36 PANELS	4
Penthouse Door	28x28 PANEL	2
<b>EAST ANNEX - 3031 Torrance Boulevard</b>		
	24x62 LINKS	4
	16x72 LINKS	4
<b>BUILDING &amp; SAFETY - 3031 Torrance Boulevard</b>		
	16x27 PANEL	1
	16x48 LINKS	2
	21 - 1/2 x 47 LINK	1
	16x25	6
	20x20	1
<b>FIRE PREVENTION - 3031 Torrance Boulevard</b>		
	16x25 PANELS	6
	24x24 PANEL	1

LOCATION	PRODUCT SIZE	QTY.
<b>KEN MILLER RECREATION CENTER -</b>	16x90 LINKS	2
<b>3341 Torrance Boulevard</b>	20x25 PAD	1
	32x76 PAD	1
	20x20 PANEL	4
<b>STANLEY REMELMEYER CABLE BLDG. 3350 Civic Center Dr.</b>	16x21 PANEL	1
A/C #2, 3, 4, 6, 8-16	16x20 PANELS	26
A/C #1, 5, 7, 17-19	20x20 PANELS	21
Mini System	12x16 PANELS	2
New Split Systems	13x21 PANELS	2
<b>CULTURAL ARTS CENTER - 3330 Civic Center Drive</b>	12x24x4 ES40MW	6
	24x24x4 ES40MW	16
	7 -1/2 x 21 -1/2 PANELS	2
	8 -1/2 x 20 PANEL	1
	16x16 PANEL	1
	11x23 PANELS	4
	16X25 PANELS	1
	8x44 PANEL	1
	17x28 PANEL	1
	16x30 PANELS	2
	16x50 LINKS	4
	16x75 LINKS	3
	25x42 LINKS	13
	20x46 T.D. LINKS	1
	25x46 T.D. LINKS	1
	11 -1/2 x13 - 1/2 PANELS	3
	11x29 PANELS	2
	25x60 LINKS	2
Studio #2	16X25 PANELS	2
Studio #2	16x32 LINKS	2
	15x15 PANEL	1
<b>POLICE DEPT. - 3300 Civic Center Drive</b>		
Lower Roof	25x96 LINKS	4
High Roof	20x90 LINKS	8
High Roof	25x96 LINKS	8
(range) Intake	25x80 LINKS	2
Jail Area	25x14 PANEL	2
Computer Room	24x69 LINKS	4
Jail Area	17x30 PANEL	1
Property Room	25x48 LINK	1
Shooting Range - Exhaust	18x125 LINK	1
	25x125 LINK	2
Air Compressor Room	27x27 PANEL	2

LOCATION	PRODUCT SIZE	QTY.
ELEC. Rm. Basement	30x58 PANEL	4
<b>TORRANCE ART MUSEUM - 3320 Civic Center Drive</b>		
A/C # 1 & 2	20x20	8
A/C # 3, 4, & 5, and 1 Split System	16x25	7
<b>FIRE STATION # 1 - 1701 Crenshaw Boulevard</b>		
	15x19 PANEL	1
	16x20 PANELS	7
	16x25 PANELS	2
	20x25 PANELS	1
	14x24 PANELS	1
	20x20 PANELS	5
<b>FIRE STATION # 2 - ROOF - 25135 Robinson Way</b>		
	16x25 PANELS	4
<b>FIRE STATION # 3 - 3535 182nd Street</b>		
	25x28 PANEL	1
	16x25 PANELS	6
<b>FIRE STATION # 4 - 5205 Calle Mayor</b>		
	20x28 PANEL	1
	17x28 PANEL	1
	14x24 PANELS	2
Dorm - Ceiling	20x20 PANEL	1
Weight - Rm - Ceiling	14x25 PANEL	1
<b>FIRE STATION # 5 - 3940 Del Amo Boulevard</b>		
	16x25 PANELS	2
	25x40 LINK	1
<b>FIRE STATION # 6 - 21401 Del Amo Circle</b>		
	20x20 PANEL	1
High Roof Units	16x25 PANELS	4
<b>CITY YARD - 20500 Madrona Avenue</b>		
Transit Gym	24x24 PANEL	1
Transit 1st Floor Unit	16x20 PANELS	4
Transit AH #1	24x90 LINKS	3
Garage, Split	20x20 PANELS	5
HV 8	24x24 PANELS	1
	24x19 PANELS	1
HV1-7	12x57 LINKS	28
	16x57 LINKS	7
Wood Working	20x20 PANELS	2
Transit	24x20 PANELS	5
Rheem A/C Unit A/C #2	24x24 PANEL	1
All Package Units	16x25 PANELS	18
Guard Shack	24x24 PANEL	1
DE-Salanization Plant	13x21 PANELS	1
DE-Salanization Plant	20x72 PANELS	2

LOCATION	PRODUCT SIZE	QTY.
Telephone Room - Ceiling	14x25 PANEL	1
<b>MADRONA MARSH - 3201 Plaza Del Amo</b>	20x20 PANELS	4
	16x20 PANEL	1
	16x25 PANELS	4
<b>GREENWOOD PARK - 150 Greenwood Avenue</b>	14x25 PANELS	4
	14x23 PANELS	8
<b>BARTLETT SENIOR CENTER - 1318 Cravens Avenue</b>	13 - 1/2 x 25 PANELS	3
	9x35 PANELS	2
	8x21 PANELS	2
	18x20 PANELS	5
	8x8 PANELS	3
	10x10 PANEL	1
	20x20 PANEL	1
	22x24 PANEL	2
<b>HISTORICAL MUSEUM - 1345 Post Avenue</b>	20X20 PANELS	2
<b>RUSS NOLTE ANNEX BLDG. - 1339 Post Avenue</b>	16x16 PANELS	4
<b>WILSON PARK SPORTS CENTER - 2400 Jeffereson Street</b>	25x32 LINK	1
	24x72 LINK	4
<b>SOUTHEAST LIBRARY ROOF - 23115 S. Arlington Avenue</b>	25x48 LINKS	2
	16x50 LINK	1
	20x50 LINK	1
<b>SUR LA BREA PARK - 23610 Cabrillo Avenue</b>	20x30 PANEL	1
<b>GENERAL AVIATION CENTER - 3301 Airport Drive</b>		
	16x16 PANELS	8
	20x20 PANELS	9
	20 x 20 x 4 PLEATS	2
Split Systmes (2)	22x24 PANELS	2
<b>FAA AIRPORT TOWER - 3301 Airport Drive</b>	12x20 PANEL	1
A/C # 1 (MAIN UNIT)	16x24 PANELS	4
	7 3/4 x 41 3/4 x 1	1
	7 3/4 x 31 3/4 x 1 PANELS	4
	9 -1/2 x 17 PANEL	1
Window Unit # 1	10x17 FOAM PAD	1
Window Unit # 2	14x16 FOAM PAD	1
Window Unit # 3	8x14 FOAM PAD	1



LOCATION	PRODUCT SIZE	QTY.
WALTERIA LIBRARY - 3815 W. 242nd Street	20x30 PANELS	4
WALTERIA PARK - 3855 W. 242nd Street	20x25 PANEL	1
EL RETIRO LIBRARY - 126 Vista Del Parque	16x32 PANELS	2
	25x28 PANELS	1
EL RETIRO RECREATION CENTER - 126 Vista Del Parque	20x25 PANEL	1
EL RETIRO ROTARY - 126 Vista Del Parque	20x25 PANEL	1
SEA AIRE GOLF COURSE - 22730 Lupine Drive	20x25 PANEL	1
HENDERSON LIBRARY - 4805 Emerald Avenue	25x40 LINKS	2
LA ROMERIA PARK - 19501 Inglewood Avenue	21x25 PANELS	2
EL NIDO PARK - 18301 Kingsdale Avenue	16x20 PANEL	1
MCMASTER PARK RECREATION BUILDINGS	16x24 PANELS	2
3612 and 3614 Artesia Boulevard	20x20 PANEL	1
NORTH TORRANCE LIBRARY - 3604 Artesia Boulevard	16x25 PANELS	4
	25x20 PANELS	2
MCMASTER PARK - 3624 Artesia Boulevard	20x25 PANELS	2
PUEBLO CENTER - 2252 Del Amo Boulevard	16x22 PANEL	1
ALTA LOMA PARK - 26126 Delos Drive	16x25 PANEL	1
ATTIC TEEN CENTER - 2320 W. Carson Street	25 x 14 PANEL	1
Split Systems	20 x 20 PANELS	2
<b>REPLACE ANNUALLY</b>		
POLICE BUILDING - 3300 Civic Center Drive		
Range Cells	24 x 24 x 12, 13 POCKET, 95% BAGS	15
CULTURAL ARTS CENTER - 3350 Civic Center Drive		
	24 x 24 x 6 CELLS 65%	16
	12 x 24 x 6 CELLS 65%	6
SERVICE BLDG. - PUBLIC WORKS - 20500 Madrona Avenue		
	24 x 24 x 12 CELL 65%	9

LOCATION	PRODUCT SIZE	QTY.
	24 X 12 x 12 CELL 65%	3
<b>REPLACE SEMI - ANNUALLY</b>		
<b>CITY HALL BUILDING - 3031 Torrance Boulevard</b>	24 x 24 x 2 MERV 11	20
	20 x 20 x 2 MERV 11	40
<b>WEST ANNEX BUILDING - 3301 Torrance Boulevard</b>	24 x 24 x 2 MERV 11	4
Air Handling Unit	20 x 24 x 2 MERV 11	4
<b>CITY YARD - 20500 Madrona Avenue</b>		
RTU # 1	20 x 24 x 2 MERV 8	8
RTU # 1	24 x 12 x2 MERV 8	8

<p><b>NOTE:</b> All cells are box type</p> <p><b>NOTE:</b> Rigid filters are not acceptable</p>
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## HVAC UNIT INFORMATION

<u>LOCATION:</u>	<u>UNIT INFORMATION:</u>
<b>Benstead Plunge:</b>	1 A\H and 1 mechanical room fresh air intake both in same room on ground level.
<b>CC Library:</b>	65-20x20 filters for main A\H on roof, 3-25x48 and 1 25x64 links for 4 A\H units in basement, remaining filters for mechanical room fresh air intakes 2 on roof and 1 in basement.
<b>Personnel Building:</b>	Both links for A\H and pad for mechanical room fresh air intake all in same location. On ground level.
<b>West Annex:</b>	1 A\H at ground level, 2 A\H's on upper roof, 2 package units on lower roof, 2 filters for boiler room at ground level, 3 split system A\H's in basement floor above T-bar ceiling 6' ladder required.
<b>City Hall:</b>	Description on filter list. Everything in penthouse or basement equipment rooms. Computer Room is in basement.
<b>East Annex:</b>	All filters are for 3 A\H's on roof.
<b>Building &amp; Safety:</b>	Filters are for 4 package units on roof and 2 A\H's and 1 fresh air intake in equipment room at ground level.
<b>Fire Prevention:</b>	Filters are for 4 package units on roof. Extension ladder needed.
<b>Ken Miller Rec Center:</b>	20x20 panels for package on roof extension ladder required, 16x90 links for 2 split system A\H's in equipment room 6' ladder required and pads for mechanical room fresh air intake.
<b>Cable Building:</b>	16x20 and 20x20 panels for 19 Package units on roof, remaining filters 3A\H's above T-bar ceiling.
<b>Cultural Arts Center:</b>	The filters can be divide up among 2 large A\H's on the roof, 2 package units on a separate roof, 10 A\H's in various locations requiring a 6' ladder for each one, 17 VAV boxes in various locations above T-bar ceiling requiring 6' ladder at each location, 1 A\H & make-up air unit on a separate roof, 2 filters on electrical room doors, and 2 filters on mechanical room doors.
<b>Police Department:</b>	Description on filter list. 6' ladder required jail area and property room only. All other equipment on roof or ground level.
<b>Fire Station #1:</b>	5 package units on the roof, 2 A\H's at different locations in building. No ladders required.
<b>Fire Station #2:</b>	2 package units on roof, extension ladder required.
<b>Fire Station #3:</b>	2 package units on roof, 1 A\H on ground level. No ladders required.
<b>Fire Station #4:</b>	1 package unit on roof filters in filter grill in space 6' ladder required, 2 split system A\H's filters at unit and in filter grill 6' ladder required.

<u>LOCATION:</u>	<u>UNIT INFORMATION:</u>
<b>Fire Station #5:</b>	2 package units on roof, extension ladder required.
<b>Fire Station #6:</b>	2 package units on upper roof, 1 on lower roof. Extension ladder required for lower roof only.
<b>City Yard: Service Building:</b>	9 package units and 8 heating ventilation units on roof, 3 split systems with filter grills throughout building 6' ladder required.
<b>Transit Building:</b>	1 20 ton and 1 7½ ton package unit on roof, 1 A\H in gym 8' ladder required.
<b>De-Salinization Plant:</b>	1 package unit on roof, 1 split system A\H above T-bar ceiling 8' ladder required.
<b>Madrona Marsh:</b>	5 split system A\H's above T-bar ceiling throughout building 6' ladder required.
<b>Greenwod Park:</b>	12 upflow furnaces spread out among 3 buildings all location close to each other no ladder required.
<b>Bartlett Senior Center:</b>	5 package units on roof for 2nd floor, 5 split system A\H's above T-bar ceiling throughout 1st floor 6' ladder required, 5 fresh air intakes for A\H's mounted on the exterior of building extension ladder required. 2 split systems in shuffle board room on ground floor.
<b>Historical Museum:</b>	2 package units on roof. No ladder required.
<b>Russ Nolte Annex Building:</b>	1 package unit on roof extension ladder required.
<b>Wilson Park Sport Center:</b>	3 package units on 2 different roofs no ladder required.
<b>Southeast Library:</b>	3 package units on roof extension ladder required.
<b>Sur La Brea Park:</b>	1 furnace in equipment no ladder required.
<b>General Aviation Center:</b>	2 package units on west roof and 2 split system A\H's on west roof penthouse, 2 package units and 2 make up air units that take 20x20x4 pleats on east roof. No ladder required for building.
<b>FAA Airport Tower:</b>	3 window units on 1st floor, 5 ductless units total on 2nd, 3rd and 4th floors, 1 A\H in 4th floor equipment room. No ladder required.
<b>Walteria Library:</b>	2 package units on roof. Extension ladder required.
<b>Walteria Park:</b>	1 upflow heating unit. No ladder required.
<b>El Retiro Library:</b>	2 Split system A\H's in equipment room, 1 package unit on roof extension ladder required.

<b>LOCATION:</b>	<b>UNIT INFORMATION:</b>
<b>El Retiro Rec Center:</b>	1 upflow heating unit. No ladder required.
<b>El Retiro Rotary:</b>	1 upflow heating unit no ladder required.
<b>Sea Aire Golf Course:</b>	1 upflow heating unit no ladder required.
<b>Henderson Library:</b>	2 package units on roof. Extension ladder required
<b>La Romeria Park:</b>	2 upflow heating units in different room. No ladder required.
<b>El Nido Park:</b>	1 upflow heating unit. No ladder required.
<b>McMaster Park Rec Buildings:</b>	2 package units on roof. Extension ladder required.
<b>North Torrance Library:</b>	3 package units on roof. Extension ladder required.
<b>McMaster Park:</b>	2 upflows in closets. No ladder required.
<b>Alta Loma Park:</b>	1 upflow furnace. No ladder required.
<b>Attic Teen Center:</b>	2 split systems, filters in ceiling filter grill. 6' ladder required.
<b>Annual Replacement</b>	
<b>Police Building:</b>	15 Bag Filters for shooting range unit at ground level.
<b>Cultural Arts Center:</b>	22 total Cell Filters for 2 large A\H's on roof. No ladder required.
<b>Service Building:</b>	12 Cell filters for Intellipak unit on roof. No ladder required.
<b>Semi-Annual Replacement</b>	
<b>City Hall Building:</b>	20 Merv 11 Filters for Basement A\H, 40 Merv 11 Filters for Penthouse A\H. No ladder required.
<b>West Annex Building:</b>	8 total Merv 121 filters for A\H in equipment room at ground level.
<b>City Yard:</b>	16 total Merv 8 filters for Intellipak unit on roof. No ladder required.
<b>NOTES:</b>	* If any location does not mention ladders, there is no ladder required.
	* All cells are box type
	* Rigid filters are not acceptable

## **PREVAILING WAGE DETERMINATIONS**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: LOS ANGELES COUNTY  
DETERMINATION: LOS-2019-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	EMPLOYER PAYMENTS		STRAIGHT-TIME			OVERTIME HOURLY RATE			SUNDAY AND HOLIDAY	
					PENSION	VACATION / HOLIDAY	TRAINING	OTHER	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY		
# BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, GALLIEK, CLEANER	08/22/2019	04/30/2020**	A 40.950	8.750	8.610	-	B 1.000	0.450	C	8.0	59.760	D	80.240	100.710
# BRICKLAYER:														
# MASON FINISHER	08/22/2019	04/30/2020**	A 28.670	8.750	8.610	-	B 0.870	0.450	C	8.0	47.350	D	61.690	76.020
# BRICK TENDER E	08/22/2019	06/30/2020**	G 33.060	7.470	8.400	F 4.380	0.650	0.440	C	8.0	54.460	D	70.950	87.460
# FORKLIFT OPERATOR	08/22/2019	06/30/2020**	G 33.510	7.470	8.400	F 4.380	0.650	0.440	C	8.0	54.850	D	71.600	88.360
# CARPET, LINOLEUM, RESILIENT TILE LAYER	08/22/2019	12/31/2019**	G 36.350	5.330	5.550	2.050	0.630	0.280	8.0	50.190	D	68.370	86.540	
# MATERIAL HANDLER I	08/22/2019	12/31/2019**	G 12.000	5.330	1.940	0.550	0.630	0.280	8.0	20.730	D	26.730	32.730	
# DRYWALL FINISHER	08/22/2019	09/30/2019**	L 36.050	8.850	6.630	3.070	0.670	0.770	8.0	56.040	D	74.060	92.090	
# DRYWALL FINISHER K	08/22/2019	09/30/2019**	G 40.480	8.850	6.630	3.070	0.670	0.770	8.0	60.170	D	80.260	100.350	
# ELECTRICIAN:														
# COME & SYSTEM INSTALLER	02/22/2019	11/30/2019*	36.070	8.560	5.120	-	0.650	D	8.0	51.730	P	70.310	90.310	88.880
# INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	02/22/2019	06/30/2019*	45.200	12.740	14.570	R -	0.710	0.500	8.0	75.080	P	98.350	121.630	
# CABLE SPLICER-WELDER	02/22/2019	06/30/2019*	47.460	12.740	14.570	R -	0.710	0.500	8.0	77.400	P	101.850	126.290	
# TUNNEL WIREMAN	02/22/2019	06/30/2019*	49.720	12.740	14.570	R -	0.710	0.500	8.0	79.730	P	105.340	130.940	
# TUNNEL CABLE SPLICER	02/22/2019	06/30/2019*	52.210	12.740	14.570	R -	0.710	0.500	8.0	82.300	P	109.180	136.070	
# TRANSPORTATION SYSTEMS ELECTRICIAN	02/22/2019	06/30/2019*	45.250	12.740	14.520	R -	0.710	0.500	8.0	75.080	P	98.380	121.680	
# TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPLICING, WELDING, AND META TESTING)	02/22/2019	06/30/2019*	47.510	12.740	14.520	R -	0.710	0.500	8.0	77.410	P	101.870	126.340	
# TRANSPORTATION SYSTEMS TECHNICIAN S	02/22/2019	06/30/2019*	33.940	12.740	14.520	R -	0.710	0.500	8.0	63.430	P	80.910	98.390	
# FIELD SURVEYOR:														
# CHIEF OF PARTY (018.167-010) T	02/22/2019	09/30/2019*	50.160	11.450	10.650	F 4.620	1.100	0.150	8.0	78.130	P	103.210	128.290	
# INSTRUMENTMAN (018.167-034) T	02/22/2019	09/30/2019*	47.660	11.450	10.650	F 4.450	1.100	0.150	8.0	75.460	P	99.290	123.120	
# CHAINMAN/RODMAN (869.567-010) I	02/22/2019	09/30/2019*	47.080	11.450	10.650	F 4.400	1.100	0.150	8.0	74.830	P	98.370	121.910	
# GLAZIER	08/22/2019	12/31/2019**	V 45.450	7.750	16.410	W -	0.770	0.880	8.0	71.260	X	92.990	114.710	
# MARBLE FINISHER	08/22/2019	05/31/2020*	Y 33.430	9.250	3.950	-	0.910	0.370	8.0	47.910	Z	64.630	81.340	
# PAINTER:														
# PAINTER, LEAD ABATEMENT AC	08/22/2019	06/30/2020**	L 32.120	8.900	4.040	2.550	0.600	1.010	8.0	49.220	AD	65.280	AD 65.280	
# REPAINT PAINTER, LEAD ABATEMENT AC	08/22/2019	06/30/2020**	L 28.590	8.900	4.040	2.430	0.600	1.010	8.0	45.570	AE	59.870	AE 59.870	
# PAINTER, LEAD ABATEMENT AF	08/22/2019	06/30/2020**	L 27.650	8.900	4.040	2.410	0.600	1.010	8.0	44.640	AD	58.480	AD 58.480	
# REPAINT PAINTER, LEAD ABATEMENT AF	08/22/2019	06/30/2020**	L 25.480	8.900	4.040	2.330	0.600	1.010	8.0	42.280	AE	54.980	AE 54.980	
# INDUSTRIAL PAINTER AC	08/22/2019	06/30/2020**	L 34.020	8.900	4.040	2.850	0.700	1.010	8.0	51.520	AD	68.530	AD 68.530	
# INDUSTRIAL REPAIR PAINTER AC	08/22/2019	06/30/2020**	L 30.340	8.900	4.040	2.710	0.700	1.010	8.0	47.700	AE	62.870	AE 62.870	
# PLASTERER	08/22/2019	08/04/2020**	37.860	9.300	5.840	AG 5.870	0.810	1.040	AH	8.0	60.800	AI	79.730	AI 79.730
# PLASTER TENDER AJ	08/22/2019	08/04/2020**	37.370	7.470	5.180	AK 5.180	1.020	0.560	8.0	60.300	AL	78.990	AM 78.990	
# PLASTER CLEAN-UP LABORER	08/22/2019	08/04/2020**	34.820	7.470	8.300	AK 5.180	1.020	0.560	8.0	57.750	AL	75.160	AM 75.160	
# PLUMBER:														
# PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2019	08/31/2020**	AN 51.380	9.160	12.250	AP -	2.250	1.270	8.0	76.310	D	101.130	D 124.320	



SEWER AND STORM DRAIN PIPELAYER	08/22/2019	08/31/2020**	AN	38.490	9.050	AO	9.400	AP	-	1.580	AQ	1.270	8.0	60.190	AR	78.560	96.320
SEWER AND STORM DRAIN PIPE TRADESMAN AS	08/22/2019	08/31/2020**	AT	19.040	8.800	-	0.380	-	-	1.110	AQ	1.120	8.0	30.450	AR	39.100	47.740
LANDSCAPE/IRRIGATION FITTER	08/22/2019	08/31/2020**	Y	34.400	9.160	AO	12.250	AP	-	1.640	AQ	1.070	AR	8.0	58.520	75.720	91.570
LANDSCAPE/IRRIGATION TRADESMAN JW	08/22/2019	08/31/2020**	Y	14.940	3.000	AO	1.130	-	-	0.100	AQ	0.870	AR	8.0	20.040	27.510	34.980
REFRIGERATION SERVICE HVACR	08/22/2019	09/01/2019**	G	47.200	10.620	AV	9.340	R	-	2.060	AM	0.600	8.0	69.760	93.360	AX	115.810
REFRIGERATION SERVICE TRADESMAN BVACR	08/22/2019	09/01/2019**	G	12.900	10.620	R	1.900	R	-	1.050	AM	0.480	8.0	26.950	33.400	AX	39.400
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND) AY	02/22/2019	03/31/2019*	-	39.730	10.020	AZ	12.010	-	-	0.520	-	0.250	8.0	62.530	82.400	-	102.260
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND) BA	08/22/2019	08/31/2020*	-	46.510	10.020	R	15.600	R	-	1.600	BB	0.300	8.0	75.030	BC	98.290	121.540
# ROOFER	08/22/2019	07/31/2020*	BD	39.520	8.560	BE	8.370	BF	-	0.510	BG	0.630	8.0	57.590	D	75.470	93.360
# PREPARER	08/22/2019	07/31/2020*	BD	41.270	8.560	BE	8.370	BF	-	0.510	BG	0.630	8.0	59.340	D	78.100	96.860
# SHEET METAL WORKER BH	08/22/2019	06/30/2020**	L	40.520	8.560	BE	8.370	BF	-	0.510	BG	0.630	8.0	58.590	D	76.970	95.360
# SHEET METAL WORKER BK	08/22/2019	06/30/2020**	G	35.380	10.870	BI	17.290	-	-	0.820	0.650	8.0	75.410	BJ	98.300	121.190	
# TERRAZZO FINISHER	08/22/2019	08/31/2019*	G	31.250	8.970	BL	15.470	-	-	1.670	0.350	C	8.0	63.740	BM	81.430	99.120
# TERRAZZO WORKER	08/22/2019	08/31/2019*	G	38.390	9.250	R	3.790	R	-	0.650	0.260	AR	8.0	44.930	BN	60.540	76.170
# TILE FINISHER	08/22/2019	05/31/2020*	Y	28.230	9.250	R	2.560	R	-	0.800	0.310	8.0	41.190	Z	55.310	AA	69.420
# TILE LAYER	08/22/2019	05/31/2020*	Y	40.070	9.250	R	8.090	R	-	1.020	0.370	8.0	58.800	Z	78.830	AA	98.870

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.

\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.  
# [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPAGE/PWAPPAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPAGE/PWAPPAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).  
& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IRI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- G INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- H RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- I A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- J RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- K RATE ONLY APPLIES TO WORK PERFORMED IN ANTELOPE VALLEY WHICH IS HIGHWAY 5, SOUTH ON U.S. 5 TO HIGHWAY N2; EAST ON HIGHWAY N2 TO PALMDALE BLVD TO HIGHWAY 14; SOUTH TO HIGHWAY 18; EAST TO HIGHWAY 395.
- L INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- M RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- N IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- O INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- P RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.



- Q IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- R INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- S THE MAXIMUM ALLOWABLE RATE IS ONE TRANSPORTATION SYSTEMS TECHNICIAN TO ONE TOURNEYMAN ON EACH JOB.
- T DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- U INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- V INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- W INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- X RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- Y INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- Z RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AA RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 56 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AB RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AC AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AD DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AE PROVIDED THAT THE 48 HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AF RATE ONLY APPLIES TO WORK PERFORMED IN ANTELOPE VALLEY, WHICH IS HIGHWAY 5, SOUTH ON U.S. 5 TO HIGHWAY N2; EAST ON HIGHWAY N2 TO PALMDALE BLVD TO HIGHWAY 14; SOUTH TO HIGHWAY 18; EAST TO HIGHWAY 395. AN ADDITIONAL \$0.25 IS ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AG INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF.
- AH SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AI RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AJ THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AK INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AL ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AM RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AN INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AO INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AQ AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AP INCLUDES AN AMOUNT FOR THE P. I. P. E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AR SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AS PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AT INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AU TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER. SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- AV INCLUDES AN AMOUNT FOR 481A PLAN.
- AW INCLUDES AN AMOUNT FOR THE P. I. P. E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.
- AX SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
- AZ INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- BA RATE APPLIES TO LOS ANGELES CITY LIMITS AND TWENTY-FIVE (25) MILES BEYOND CITY LIMITS OF LOS ANGELES.
- BB AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P. I. P. E. FUND.
- BC RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- BD INCLUDES AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- BE INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- BF INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BG INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BH APPLIES TO THAT PORTION OF THE COUNTY SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES.
- BI PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- BJ RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- BK APPLIES TO THAT PORTION OF THE COUNTY NORTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES INCLUDING THE CITIES OF LANCASTER AND PALMDALE.
- BL INCLUDES AMOUNTS FOR LOCAL PENSION, NATIONAL PENSION PLAN, 401(A) PLAN, RETIREE'S SUPPLEMENTAL HEALTH PLAN. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

BN RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS ON SATURDAY AND SUNDAY. ALL OTHER OVERTIME HOURS IS AT DOUBLE TIME RATE.  
BN RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 58 HOURS IN ANY ONE CALENDAR WEEK.  
ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID. SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6708 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPP#agdeterm.html](http://www.dir.ca.gov/OPRL/DPP#agdeterm.html). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 783-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPP#agdeterm.html](http://www.dir.ca.gov/OPRL/DPP#agdeterm.html). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 783-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: LOS ANGELES COUNTY  
DETERMINATION: LOS-2019-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	EMPLOYER PAYMENTS		STRAIGHT-TIME			OVERTIME HOURLY RATE				
					PENSION	VACATION / HOLIDAY	TRAINING	OTHER	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# CARPET, LINOLEUM, RESILIENT TILE LAYER - SECOND SHIFT	08/22/2019	12/31/2019**A	43.520	5.330	5.550	2.050	0.630	0.280	8.0	8.0	57.450	79.270	79.270	101.680
MATERIAL HANDLER - SECOND SHIFT B	08/22/2019	12/31/2019**A	14.400	5.330	1.940	0.550	0.630	0.280	8.0	8.0	23.130	30.330	30.330	37.530
# ELECTRICIAN: COMM & SYSTEM INSTALLER, SECOND SHIFT	02/22/2019	11/30/2019*	42.310	8.560	5.120	-	0.650	0.250	8.0	8.0	58.160	79.950	79.950	101.740
COMM & SYSTEM INSTALLER, THIRD SHIFT	02/22/2019	11/30/2019*	47.400	8.560	5.120	-	0.650	0.250	8.0	8.0	63.400	87.810	87.810	112.220
INSIDE WIREMAN, 2ND SHIFT	02/22/2019	06/30/2019*	53.820	12.740	14.570	-	0.710	0.500	8.0	8.0	83.130	110.440	110.440	137.740
INSIDE WIREMAN, 3RD SHIFT	02/22/2019	06/30/2019*	59.390	12.740	14.570	-	0.710	0.500	8.0	8.0	89.690	120.280	120.280	150.860
CABLE SPLICER-WELDER, 2ND SHIFT	02/22/2019	06/30/2019*	55.670	12.740	14.570	-	0.710	0.500	8.0	8.0	85.860	114.530	114.530	143.200
CABLE SPLICER-WELDER, 3RD SHIFT	02/22/2019	06/30/2019*	62.360	12.740	14.570	-	0.710	0.500	8.0	8.0	92.750	124.870	124.870	156.980
TUNNEL WIREMAN SECOND SHIFT	02/22/2019	06/30/2019*	58.320	12.740	14.570	-	0.710	0.500	8.0	8.0	88.590	118.620	118.620	148.660
TUNNEL WIREMAN THIRD SHIFT	02/22/2019	06/30/2019*	65.330	12.740	14.570	-	0.710	0.500	8.0	8.0	95.810	129.450	129.450	163.100
TUNNEL CABLE SPLICER SECOND SHIFT	02/22/2019	06/30/2019*	61.240	12.740	14.570	-	0.710	0.500	8.0	8.0	91.660	123.140	123.140	154.670
TUNNEL CABLE SPLICER THIRD SHIFT	02/22/2019	06/30/2019*	68.660	12.740	14.570	-	0.710	0.500	8.0	8.0	99.180	134.510	134.510	169.840
TRANSPORTATION SYSTEMS ELECTRICIAN (SECOND SHIFT)	02/22/2019	06/30/2019*	53.880	12.740	14.520	-	0.710	0.500	8.0	8.0	83.140	110.480	110.480	137.810
TRANSPORTATION SYSTEMS ELECTRICIAN (THIRD SHIFT)	02/22/2019	06/30/2019*	59.460	12.740	14.520	-	0.710	0.500	8.0	8.0	89.710	120.340	120.340	150.960
TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPLICING, WELDING, AND NETA TESTING), 2ND SHIFT	02/22/2019	06/30/2019*	55.730	12.740	14.520	-	0.710	0.500	8.0	8.0	85.870	114.570	114.570	143.270
TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPLICING, WELDING, AND NETA TESTING), 3RD SHIFT	02/22/2019	06/30/2019*	62.430	12.740	14.520	-	0.710	0.500	8.0	8.0	92.770	124.920	124.920	157.080
TRANSPORTATION SYSTEMS TECHNICIAN (SECOND SHIFT) K	02/22/2019	06/30/2019*	39.810	12.740	14.520	-	0.710	0.500	8.0	8.0	69.470	89.980	89.980	110.480
TRANSPORTATION SYSTEMS TECHNICIAN (THIRD SHIFT) K	02/22/2019	06/30/2019*	44.680	12.740	14.520	-	0.710	0.500	8.0	8.0	74.410	97.380	97.380	120.350
# PLUMBER: PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)	08/22/2019	08/31/2020**L	58.680	9.160	12.250	-	2.250	1.270	8.0	8.0	83.530	111.960	111.960	138.760
SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT)	08/22/2019	08/31/2020**L	44.080	9.050	9.490	-	1.980	1.270	8.0	8.0	65.780	86.950	86.950	107.500
SEWER AND STORM DRAIN PIPE TRADESMAN (2ND SHIFT) R	08/22/2019	08/31/2020**L	21.900	8.800	0.380	-	1.110	1.120	8.0	8.0	33.310	43.390	43.390	53.460
LANDSCAPE/IRRIGATION FITTER SECOND SHIFT	08/22/2019	08/31/2020**T	39.150	9.160	12.250	-	1.640	1.070	8.0	8.0	63.270	82.850	82.850	101.070
LANDSCAPE/IRRIGATION TRADESMAN SECOND SHIFT U	08/22/2019	08/31/2020**T	17.180	3.080	1.130	-	0.100	0.670	8.0	8.0	22.280	30.870	30.870	39.460
REFRIGERATION SERVICE														

HVACR - 2ND SHIFT FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND) - 2ND SHIFT	108/22/2019	09/01/2019**	A	53.948	10.620	V	9.340	I	2.000	W	0.600	8.0	176.500	103.470	X	103.470	Y	129.290
	108/22/2019	08/31/2020*		53.498	10.020		15.600	I	1.600	AA	0.300	8.0	82.010	108.760	AB	108.760		135.500

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.

\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.

# INDICATES AN APPLICABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPAGE/PWAPPAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPAGE/PWAPPAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF

B A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.

C IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

D INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.

E RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL OVERTIME HOURLY RATE.

F DISREGARD THIS RATE. FOR THE FIRST 12 HOURS OF WORK PERFORMED ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.

G DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.

H IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

I INCLUDED IN STRAIGHT-TIME HOURLY RATE.

J DISREGARD THIS RATE. FOR THE FIRST 12 HOURS OF WORK ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE. FOR ALL HOURS AFTER THE FIRST 12 HOURS WORKED ON SATURDAY, USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE.

K THE MAXIMUM ALLOWABLE RATIO IS ONE TRANSPORTATION SYSTEMS TECHNICIAN TO ONE JOURNEYMAN ON EACH JOB.

L INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

M INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.

N AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

O INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.

P RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

Q SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

R PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

S INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

T TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER, THE 3RD AND 4TH MAY BE A TRADESMAN, THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

V INCLUDES AN AMOUNT FOR 401A PLAN.

W INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.

X SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.

Y RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.

Z RATE APPLIES TO LOS ANGELES CITY LIMITS AND TWENTY-FIVE (25) MILES BEYOND CITY LIMITS OF LOS ANGELES.

AA AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.

AB RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 67000 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPR/RegDeteminiation.htm](http://www.dir.ca.gov/OPRL/DPR/RegDeteminiation.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH

WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT  
HTTP://WWW.DIR.CA.GOV/OPRL/DPFMessageDeterminat.on.htm. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED  
BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director - Research Unit  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



August 19, 2019

**IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES  
REGARDING A MODIFICATION TO THE  
DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

**CRAFT:** Plumber: Refrigeration Service HVACR (All Shifts)  
**LOCALITY:** Los Angeles, Orange, San Luis Obispo, Santa Barbara and Ventura Counties  
**DETERMINATION:** LOS-2018-2, ORA-2018-2, SLO-2018-2, STB-2018-2, VEN-2018-2, LOS-2019-1, LOS-2019-1, ORA-2019-1, SLO-2019-1, STB-2019-1 and VEN-2019-1

The predetermined increase scheduled to take effect on September 1, 2019 will now take effect on September 2, 2019. The correct predetermined increases are as follows:

**PLUMBER: REFRIGERATION SERVICE HVACR (ALL SHIFTS) (LOS-2018-2, ORA-2018-2, LOS-2019-1, ORA-2019-1)**

Effective September 2, 2019, there will be an increase of \$2.15 allocated as follows: \$1.65 to Basic Hourly Rate and \$0.50 to Pension.

Effective September 1, 2020, there will be an increase of \$0.25 to Training and \$1.90 to be allocated to wages and/or employer payments

Effective September 1, 2021, there will be an increase of \$0.25 to Training and \$1.90 to be allocated to wages and/or employer payments

Effective September 1, 2022, there will be an increase of \$0.25 to Training and \$1.90 to be allocated to wages and/or employer payments

Effective September 1, 2023, there will be an increase of \$2.15 to be allocated to wages and/or employer payments

With the exception of the above correction, all of the wage rates, and other conditions found in the above referenced determinations remain unchanged.

**PLUMBER: REFRIGERATION SERVICE HVACR (ALL SHIFTS) (VEN-2018-2, SLO-2018-2, STB-2018-2, VEN-2019-1, SLO-2019-1, STB-2019-1)**

Effective September 2, 2019, there will be an increase of \$2.15 allocated as follows: \$1.65 to Basic Hourly Rate and \$0.50 to Pension.

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**Effective September 1, 2020**, there will be an increase of \$2.15 to be allocated to wages and/or employer payments

**Effective September 1, 2021**, there will be an increase of \$2.15 to be allocated to wages and/or employer payments

**Effective September 1, 2022**, there will be an increase of \$2.15 to be allocated to wages and/or employer payments

**Effective September 1, 2023**, there will be an increase of \$2.15 to be allocated to wages and/or employer payments

With the exception of the above correction, all of the wage rates, and other conditions found in the above referenced determinations remain unchanged.