RFP No. B2015-11	RFP for HVAC Filter Replacement Services at Various City Buildings

RFP Submittal Information Proposals may be mailed or hand delivered. No faxed proposals will be accepted. **Late proposals will not be accepted. No Exceptions**	
Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, April 6, 2015
Time Deadline:	3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus two (2) printed copies of your RFP submittal (or whatever quantity and format you want it submitted) must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor's Response (Section III of this document pages 11 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).

Prior to the award of a Contract
The successful vendor, must submit the following to the City of Torrance

- Proof of insurance with endorsements per the contract services agreement (Attachment 2)
- 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 Job Walk

The City will conduct a mandatory briefing session for prospective vendors.
The pre-proposal job walk 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
3031 Torrance Boulevard
Date: Tuesday, March 24th, 2015
Time: 10:00 a.m.

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 Friday, March 27, 2015
- Your questions should be directed to:

Diane Megerdichian
Senior Business Manager
dmegerdichian@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, March 30, 2015. 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. B2015-11".

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is boarded 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, 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. B2015-11" 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, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. 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 Job Walk:
Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal job walk. Vendors submitting proposals without attending this job walk will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal job walk will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and 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:

Questions must be submitted in writing via email to Diane Megerdichian at dmegerdichian@torranceca.gov by 12:00 P.M Noon, local Pacific time on Friday, March 20th, 2015. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities 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, if any, will be announced 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.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of 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 will be 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 will be reviewed to determining 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.

Description of Evaluation Criteria	Possible Points
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 five (5) years experience in installing commercial grade filters in commercial buildings. The references need to reflect the experience.

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

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 as a result 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 The wage determinations are also attached to this RFP as reference (Attachment 4)

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

- No contractor or subcontractor may be listed o 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 is, and will at all times 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 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 and will not be held 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 any and all taxes and penalties that may be assessed against the City as a result 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 on the basis of 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

And

Diane Megerdichian
General Services Department
3350 Civic Center Drive
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 as a result 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/PDF/Recommendation_to_Award_Notification.pdf

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid-RFP_Protest_Procedures.pdf

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.

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 Document Revised January 8, 2015

RFP No. B2015-11	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: Please indicate addenda information you have received regarding this RFP:

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? _____

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

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)

Proposal Submittal (continued):

Vendor Name: _____

References:

Provide at least four (4) references that have your proposed product in a production implementation similar in size and operation to the City of Torrance. California Municipal governments are preferable.

1. _____ _____
Company Name Length of filter use (months/yrs/etc.)

_____
Street Address City State Zip Code

_____
Contact Name Telephone Number

2. _____ _____
Company Name Length of filter use (months/yrs/etc.)

_____
Street Address City State Zip Code

_____
Contact Name Telephone Number

3. _____ _____
Company Name Length of filter use (months/yrs/etc.)

_____
Street Address City State Zip Code

_____
Contact Name Telephone Number

4. _____ _____
Company Name Length of filter use (months/yrs/etc.)

_____
Street Address City State Zip Code

_____
Contact Name Telephone Number

RFP Document Revised January 8, 2015

Proposal Submittal (continued):

Vendor Name: _____

Price Proposal:

Description	Cost Per Replacement	Annual Cost
Filter Replacement **(3) Times** per Year	$	$
Semi-Annual Filter Replacement City Hall, West Annex and the City Services Bldg	$	$
Annual Filter Replacement at Police Department, Cultural Arts Center and Public Works		$
Total Cost for 5 year term		$

Total Cost- 5 yr 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.

_____
Signature (owner, partner or officer of company).

_____
Name (please print)

_____
Company Name

_____
Address City State

ATTACHMENT 1

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ 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)

ATTACHMENT 2
CONTRACT

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 Insert brief description of services.

B. In order to obtain the desired services, the CITY has circulated its Request for Proposals for Insert brief title of RFP, RFP No. Insert RFP No. (the "RFP").

C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, 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 CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

3. **COMPENSATION**
   A. CONTRACTOR's Fee.

   For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, 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"), unless otherwise first approved in writing by 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

the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the 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 and 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 written 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 control, 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 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 CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions 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, 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 CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY 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 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**

CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as otherwise set forth in this Agreement. CONTRACTOR's agents and employees are not and shall not be considered employees of CITY for any purpose. 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 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 CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term 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 CITY, except those losses or damages as may be caused by 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 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 CITY during

normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of 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.

17. INSURANCE

A. CONTRACTOR and its subcontractors 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. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 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. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $5,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

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

C. CITY ("City of Torrance"), 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, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements 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 thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" 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 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 CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds 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 CITY within 10 days of receipt of notice from the Risk Manager.

19. 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.

20. 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.

6. 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 90509-2970 Fax: (310) 618-2931

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.

21. 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 CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of 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.

23. 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.

24. 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.

25. TIME OF ESSENCE

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

26. 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.

27. 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.

28. 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.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, 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.

30. EXHIBITS

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

31. 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.

CITY OF TORRANCE,
a municipal corporation

_____
Patrick J. Furey, Mayor

ATTEST:

_____
Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Firm Name
Type of Entity

By: _____
Signer
Title

Attachments:	Exhibit A	Request for Proposals
	Exhibit B	Proposal

Revised: 7/15/2014

EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]

EXHIBIT B

PROPOSAL

[To be attached]

ATTACHMENT 3
FILTER LIST

LOCATION	PRODUCT SIZE	QTY.
BENSTEAD PLUNGE- 3331 Torrance Boulevard	25X75 LINK	1
	61X68-1/2 PANEL	1
CIVIC CENTER LIBRARY-3301 Torrance Boulevard	20X20 PANELS	65
	41X28 LINK	1
	41X69 LINK	1
	35X85 LINK	1
	25X48 LINK	3
	12X16 PANELS	4
	25X64 LINK	1
PERSONNEL BUILDING- 3231 Torrance Boulevard	20X75 LINKS	2
	38X86 PAD	1
	23X72 LINKS	2
WEST ANNEX- 3031 Torrance Boulevard	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
CITY HALL- 3031 Torrance Boulevard	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
EAST ANNEX- 3031 Torrance Boulevard	24X60 LINKS	3
	16x72 LINKS	3
BUILDING & SAFETY -3031 Torrance Boulevard	16X27 PANEL	1
	16X48 LINKS	2
	21-1/2X47 LINK	1
	16X25	6
	20X20	1
FIRE PREVENTION- 3031 Torrance Boulevard	16X25 PANELS	6
	24X24 PANEL	1
KEN MILLER RECREATION CENTER	16X90 LINKS	2
3341 Torrance Boulevard	20X25 PAD	1
	32X76 PAD	1
	20X20 PANEL	4
STANLEY REMELMEYER CABLE BLDG. 3350 Civic Center Dr.	16x21 PANEL	1
A/C #2, 3, 4, 6, 8-16	16 x 20 PANELS	26
A/C #1, 5, 7,17-19	20 X 20 PANELS	21
Mini System System	12 x 16 PANELS	2
New Split Systems	13X21 PANELS	2

LOCATION	PRODUCT SIZE	QTY.
CULTURAL ARTS CENTER- 3330 Civic Center Drive	12X24X4 ES40MW	6
	24X24X4 ES40MW	16
	7-1/2X21-1/2 PANELS	2
	8-1/2X20 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
	11-1/2X13-1/2 PANELS	3
	11X29 PANELS	2
	25X60 LINKS	2
Studio # 2	16X25 PANELS	2
" "	16X32 LINKS	2
	15X15 PANEL	1
POLICE DEPT.- 3300 Civic Center Drive		
LOWER ROOF A/C #1	25X96 LINKS	4
HIGH ROOF A/C #2,5	20X90 LINKS	8
HIGH ROOF A/C #3,4	25X96 LINKS	8
(range) Intake	25X80 LINKS	2
Jail Area	25X14 PANL	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
ELEC. RM. BASEMENT	30X58 PANEL	4
TORRANCE ART MUSEUM- 3320 Civic Center Drive		
A/C #1 and # 2	20x20	8
A/C# 3,4 & 5 and 1 split system	16x25	7
FIRE STATION #1 - 1701 Crenshaw Boulevard	15X19 PANEL	1
	16X20 PANELS	7
	16X25 PANELS	2
	20X25 PANELS	1
	14X24 PANELS	1
	20X20 PANELS	5
FIRE STATION #2 - ROOF - 25135 Robinson Way	16X25 PANELS	4
FIRE STATION #3- 3535 182nd Street	25X28 PANEL	1
	16X25 PANELS	6

LOCATION	PRODUCT SIZE	QTY.
FIRE STATION #4 - 5205 Calle Mayor	20X28 PANEL	1
	17X28 PANEL	1
	14X24 PANEL	2
DORM - CEILING	20X20 PANEL	1
WEIGHT - RM - CEILING	14X25 PANEL	1
FIRE STATION #5 - 3940 Del Amo Boulevard	16X25 PANELS	2
	25X40 LINK	1
FIRE STATION #6 - 21401 Del Amo Circle	20X20 PANEL	1
HIGH ROOF UNITS	16X25 PANELS	4
CITY YARD- 20500 Madrona Avenue		
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
TELEPHONE ROOM - CEILING	14X25 PANEL	1
MADRONA MARSH- 3201 Plaza Del Amo	20X20 PANELS	4
	16X20 PANELS	1
	16x25 PANELS	4
GREENWOOD PARK- 1520 Greenwood Avenue	14X25 PANELS	4
	14X23 PANELS	8
BARTLETT SENIOR CENTER- 1318 Cravens Avenue	13-1/2X25 PANELS	3
	9X35 PANELS	2
	8X21 PANELS	2
	18X20 PANEL	5
	8X8 PANELS	3
	10X10 PANEL	1
	20X20 PANEL	1
HISTORICAL MUSEUM- 1345 Post Avenue	20x20 PANELS	2
RUSS NOLTE ANNEX BLDG. - 1339 Post Avenue	16X16 PANELS	4
WILSON PARK SPORTS CENTER- 2400 Jefferson Street	25X32 LINK	1
	24X72 LINK	4

LOCATION	PRODUCT SIZE	QTY.
SOUTHEAST LIBRARY ROOF- 23115 S. Arlington Avenue	25X48 LINKS	2
	16X50 LINK	1
	20X50 LINK	1
SUR LA BREA PARK - 23610 Cabrillo Avenue	20X30 PANEL	1
GENERAL AVIATION CENTER- 3301 Airport Drive		
	16X16 PANELS	8
	20x20 PANELS	9
	20X20X4 PLEATS	2
Split Systems (2)	22 x 24 PANELS	2
FAA AIRPORT TOWER - 3301 Airport Drive	12X20 PANEL	1
A/C #1 (MAIN UNIT)	16 x 24 PANELS	4
	7 3/4 X41 3/4 X1	1
	7 3/4X31 3/4 X1	4
	9-1/2X17 FOAM PAD	1
Window unit #1	10 x17 FOAM PAD	1
Window Unit #2	14 x16 FOAM PAD	1
Window Unit # 3	8 x 14 FOAM PAD	1
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 PANEL	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

LOCATION	PRODUCT SIZE	QTY.
REPLACE ANNUALLY		
POLICE BUILDING - 3300 Civic Center Drive		
RANGE CELLS	24X24X95%BAGS	15
CULTURAL ARTS CENTER - 3350 Civic Center Drive		
	24X24X6 CELLS 65%	16
	12X24X6 CELLS 65%	6
SERVICE BLDG-PUBLIC WORKS - 20500 Madrona Avenue		
	24x24X12 CELL	9
	24x12x12 CELL	3
REPLACE SEMI-ANNUALLY		
CITY HALL BUILDING -3031 Torrance Boulevard	24X24X2 MERV 11	20
	20X20X2 MERV11	40
WEST ANNEX BUILDING - 3301 Torrance Boulevard	24X24X2 MERV 11	4
Air Handling Unit	20X24X2 MERV 11	4
CITY YARD - 20500 Madrona Avenue		
RTU #1	20X24X2 MERV 8	8
RTU #1	24X12 X 2 MERV 8	8

ATTACHMENT 4
WAGE DETERMINIATIONS

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

LOCALITY: LOS ANGELES COUNTY
DETERMINATION: LOS-2014-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS: BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	STRAIGHT-TIME: HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	SATURDAY	SUNDAY AND HOLIDAY
	PLASTER CLEAN-UP LABORER	08/22/2014	08/04/2015**	28.850	6.810	5.650 AI	5.050	1.020	1.020	8.0	48.400	AM 62.830	AN 62.830	77.250
#	**PLUMBER:**													
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2014	06/30/2015**	Z 41.680	7.960	AO 10.800 AP	3.030	1.600	AQ 0.950	8.0	66.020	AR 87.580	AR 87.580	107.620
	SEWER AND STORM DRAIN PIPELAYER	08/22/2014	06/30/2015**	Z 32.240	7.850	AO 7.950 AP	1.000	1.330	AQ 0.950	8.0	51.320	67.140	AS 67.140	82.460
AT	SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/2014	06/30/2015**	Z 16.550	7.850	0.380	-	0.760	AQ 0.800	8.0	26.340	33.820	AS 33.820	41.290
	LANDSCAPE/IRRIGATION FITTER	08/22/2014	06/30/2015**	Z 26.780	7.960	AO 10.800 AP	2.490	0.990	AQ 0.750	AS 8.0	49.770	64.410	64.410	77.800
AU	LANDSCAPE/IRRIGATION TRADESMAN	08/22/2014	06/30/2015*	Z 13.390	2.000	AO 0.880	-	0.100	AQ 0.750	AS 8.0	17.120	23.820	23.820	30.510
	REFRIGERATION SERVICE AND REPAIR (HVACR)	08/22/2014	08/31/2015*	H 41.290	9.530	AV 8.830 R	-	1.300	AW 0.560	8.0	61.510	82.150	AX 82.150	AD 101.650
→	REFRIGERATION SERVICE AND REPAIR TRADESMAN (HVACR)	08/22/2014	08/31/2015*	H 10.900	9.530	1.400 R	-	0.500	AW 0.440	8.0	22.770	28.220	AX 28.220	AD 33.220
AY	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2014	12/31/2014**	34.870	8.520	AZ 10.750	-	0.450	0.250	8.0	54.840	72.280	72.280	89.710
BA	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	02/22/2014	08/31/2014*	40.610	8.670	14.000 R	-	1.350	BB 0.550	8.0	65.180	85.490	BC 85.490	105.790
#	**ROOFER**	08/22/2014	07/31/2015*	BD 35.020	7.560	BE 5.590 X	-	0.400	BF 0.520	8.0	49.090	AR 64.800	AR 64.800	80.510
	PITCH WORK	08/22/2014	07/31/2015*	BD 36.770	7.560	BE 5.590 X	-	0.400	BF 0.520	8.0	50.840	AR 67.430	AR 67.430	84.010
	PREPARER	08/22/2014	07/31/2015*	BD 36.020	7.560	BE 5.590 X	-	0.400	BF 0.520	8.0	50.090	AR 66.300	AR 66.300	82.510
# BG	**SHEET METAL WORKER**	08/22/2014	06/30/2015*	L 40.790	9.870	BH 13.030	-	0.870	0.560	8.0	65.120	BI 85.510	BI 85.510	105.910
# BJ	SHEET METAL WORKER	08/22/2014	12/31/2014**	H 30.910	9.870	BK 12.140	-	1.720	0.300	C 8.0	54.940	BL 70.390	BL 70.390	AD 85.850
BJ	LIGHT COMMERCIAL SHEET METAL WORKER UP TO AND INCLUDING 10,000 SQUARE FEET.	08/22/2014	12/31/2014**	H 24.730	9.870	BK 12.140	-	1.720	0.300	C 8.0	48.760	61.130	61.130	61.130
#	**TERRAZZO FINISHER**	08/22/2014	08/31/2015*	H 27.530	7.510	3.270 R	-	0.490	0.120	AS 8.0	38.920	AB 52.690	AC 52.690	AD 66.450
#	**TERRAZZO WORKER**	08/22/2014	08/31/2015*	H 34.570	8.300	3.270 R	-	0.570	0.120	AS 8.0	46.830	AB 64.110	AC 64.110	AD 81.400
#	**TILE FINISHER**	08/22/2014	05/31/2015**	Z 23.780	7.630	1.800	-	0.750	0.230	AA 8.0	34.190	AB 46.080	AC 46.080	AD 57.970
#	**TILE LAYER**	08/22/2014	05/31/2015**	Z 35.140	8.300	5.620	-	0.910	0.230	AA 8.0	50.200	AB 67.770	AC 67.770	AD 85.340

FOOTNOTES

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

Edmund G. Brown Jr., *Governor*

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

SCOPE OF WORK PROVISIONS

FOR

Plumber:
Refrigeration Service and Repair (HVACR)
Refrigeration Service and Repair Tradesman (HVACR)

In

Los Angeles and Orange Counties

Southern California Airconditioning and Refrigeration Service Master Labor Agreement

2012 – 2015

1/3/13
OP Research

Between

The Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California (ARCA/MCA)

And

The Southern California Pipe Trades District Council 16 (DC 16)

ARTICLE 1
GENERAL DEFINITIONS

1.01. "Scope Of Service Work" This Agreement shall apply to and cover all work performed by the Employer, and all of its subdivisions and branches performing work under the geographical scope of this Agreement, in order to keep existing mechanical and refrigeration systems within occupied facilities operating in an efficient manner. This work shall include the inspection, service, maintenance, start-up, testing, balancing, adjusting, repair, modification and replacement of mechanical and refrigeration equipment including related piping connections and controls in addition to all other HVACR service, maintenance and operations work in order to meet customer obligations. This Agreement shall also apply to all types of market refrigeration work. Recommissioning and repair of existing building systems within unoccupied buildings is considered service work. Building HVACR systems maintenance and operations in occupied and unoccupied facilities shall also be considered service work. Any other work under the control of the Employer that falls in the jurisdiction of the Union, but not in the scope of work described above, shall be done in accordance with the applicable District Council 16 Master Labor Agreement. The following are within the scope of work:

A. Energy Management Systems as used herein is defined as the efficient energy utilization through control of building HVACR loads as well as the related areas of fire alarm, fire safety and security control systems.
B. Refrigerant Reclamation and Recovery as used herein is defined as the recovery, decontamination, reclamation and reprocessing of any refrigerant regulated by a local, state, or federal governing agency during servicing, or removal from service, of any refrigeration system so that the refrigerant can be reused or recycled.
C. It is the intent of the Association and Union to increase the work opportunity of the refrigeration fitters on work claimed by other crafts and non-union competition in the energy conservation and DDC control systems market. On all retrofit control system installations, all work necessary to build, install, and program control

components and interconnecting low voltage wiring shall be done in accordance with all state and local codes by signatory contractors and union employees.

D. Service work on any device used for heat recovering or used to increase the efficiency of the systems and devices used to utilize solar energy, geothermal energy, and any other natural phenomena that might be harnessed to provide or supplement the energy required to operate the heating, ventilating, airconditioning and refrigeration systems described herein.

5.09. "Dispatching of Tradesmen"

A. The appropriate local union shall establish and maintain one (1) out-of-work book for Tradesmen. Tradesmen shall be referred from the out-of-work book in successive order as their name appears in this book. The work of the Tradesmen shall be limited to performing the following:

1. Installation, and service of airconditioning equipment not to exceed fifteen (15) nominal tons. This includes the installation of related sheet metal work on all package equipment.
2. Service and of refrigeration equipment not to exceed five (5) horse power.
3. Installation and service of food and beverage vending machines.
4. De-scaling and clearing of air and water cooled condensers, cooling towers, coils, and evaporative condensers and water treatment.
5. All work pertaining to general building maintenance.
6. Installation and service of self-contained wall and window units and appliances.
7. Truck driving, demolition and setting of display cases, including receiving, unloading, joining together, caulking, framing and trimming.
8. Routine maintenance on any equipment such as filter changing, cleaning condensers, cooling towers and evaporative condensers, oiling, greasing, belt changing, chemical water treatment, and general house cleaning.
9. Suite development, tenant improvement and specialty stores less than 5,000 square feet.
10. All work on single dwellings, apartment dwellings, trailers, coaches and mobile homes.
11. All pipe wrapping and waterproofing where tar or similar material is applied for protection of piping.
12. Operation of vibrating machine.
13. Coating and grouting of all pipe joints and holes of chases allied to the airconditioning and refrigeration industry.
14. Clearing and cleaning of all debris from all pipe, equipment, fixtures, appurtenances and parts of building where Employers work is installed.
15. Grouting, dry packing, and diapering of joints, holes or chases including paving over joints.
16. Temporary piping and dirt work for building site preparation.
17. Operating jackhammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems.
18. Loading, unloading and distributing materials at job-sites.
19. Putting away materials in storage bins at the shop or in job-site security storage area.
20. All digging, grading, backfilling and ground preparation for all types of pipe to all points on the job-site.
21. Demolition of piping and fixtures for remodeling and additions.
22. Setting up and tearing down workbenches, ladders, and job shacks.
23. All clean up and sweeping of contractors shop, yard or job-site.
24. Watchman or flagman.