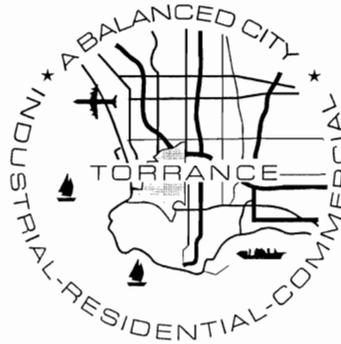


**PROJECT MANUAL FOR REPLACEMENT OF BUS WASH AND
VACUUM SYSTEMS AT THE CITY YARD
B 2013-04**



January 1, 2013

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PART A

NOTICE INVITING BIDS

CITY OF TORRANCE
CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Torrance, California, until **2:00 p.m. on Thursday, February 21, 2013** after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**Bid for Replacement Bus Wash and Vacuum Systems at the City Yard
B2013-04**

Plans, Bid Proposal (for reference only) and Specifications are available for viewing and printing from the City's website at <http://www.torranceca.gov/25079.htm>.

There will be a mandatory pre-bid conference held on Wednesday, January 30, 2013 at 10:00 a.m. commencing at City Yard, Transit Building, 20500 Madrona Avenue Torrance, CA 90503. The City of Torrance will consider the bidder as non-responsive if the bidder does not attend the mandatory pre-bid conference. **Addenda will be issued only by email and only to those attended the mandatory pre-bid conference.** All addenda must be acknowledged. Failure to acknowledge addenda on the bid forms provided may render the proposal non-responsive and cause it to be rejected.

An official bid proposal packet, which includes: bid proposal forms, and a bound Specifications booklet may be obtained at the Office of the City Clerk (310) 618-2870, upon payment of \$20 if picked up at City Hall, or payment of \$30 if requested by mail. Both amounts include tax. Neither amount is refundable. A prospective firm must provide to the City Clerk's office, the firm's name, address, telephone and fax number, a contact person and a valid email address.

If requesting any item(s) by mail, please send check to the following:

CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90503-2970
ATTN: B2013-04

The project estimate is \$ 275,000-300,000 The work shall be completed within two hundred (200) calendar days of receipt of the Notice to Proceed (NTP). The two hundred calendar day schedule includes: completion of contractual paper work, plan/shop drawings, plan/submittal review, lead time for materials/equipment, onsite work, testing and training. Onsite work will be no more than sixty (60) calendar days. Bids are required for the entire work described herein.

The City has determined the bidder must be a bus wash manufacturer or direct distributor to a bus wash manufacturer and have a valid "B" General Building Contractor License. Bidder shall have completed at least three (3) installations of a Bus Wash System for other Transit agencies. The system must be similar to the one being installed for this Bid. The agency for whom the work was performed must be listed as a reference in the bid response; or

In event the Bidder unable to fulfill Minimum requirement #1 noted, Transit is will to accept the completed installation of at least five (5) Bus Wash Systems (for any industry) that is similar to the one being installed for this Bid.

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

No Facsimile Bids shall be accepted by the City.

The work will be financed with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government will apply.

This project is subject to prevailing wage

The agency's overall goal for DBE participation is 2%. A separate contract goal of 2% DBE participation has been established for this procurement.

By order of the City Council of the City of Torrance, California.

For further information, please contact Diane Megerdichian, Business Manager General Services Department at 310-781-7151 or dmegerdichian@torranceca.gov. If emailing questions, please put project title in the subject line.

PART B

INSTRUCTIONS TO BIDDERS

**CITY OF TORRANCE
CALIFORNIA**

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish a plan of procedure proposed; organization, machinery, plant and other equipment available for the Work; evidence of financial condition and resources; and any other documentation as may be required by the City to determine if the Bidder is responsible.

2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

B. BIDDER RESPONSIBILITY

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the General Services Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the next lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable Bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents.

2. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included in the Specifications. All Bid Documents must be completed, executed and submitted with Bid by Bidder. Required ten (10) Bid Proposal Documents:

1. Bidder's Proposal
2. Addenda Acknowledgment
3. Contractor's Affidavit
4. Bid Bond (10% of Bid)
5. List of Subcontractors
6. References (2 pages)
7. Bidder's Information (2 pages)
8. DBE Bidders List
9. Buy America Certification
10. Certification Regarding Lobbying

All prices submitted will be considered as including any and all sales or use taxes. In case of a discrepancy between a unit bid price and total bid, the unit price shall prevail.

E. BID FORM/BOND

The Bid must be accompanied by cash, a certified or cashier's check, or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the City Clerk's office. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guarantees accompanying those proposals, which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

F. AFFIDAVIT

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

G. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required seven (7) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

H. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received. This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

I. EXECUTION OF CONTRACT

After the Contract is awarded, the awarded bidder shall execute the following five (5) documents:

1. Performance Bond (100% of Bid)
2. Labor and Material Bond (100% of Bid)
3. Contract - Public Works Agreement
4. Verification of Insurance Coverage (Certificates and Endorsements)
5. Business License Application Form

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to completion of Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a permits issued by the City of Torrance Building and Safety Department for a public works project. The Contractor shall obtain a City of Torrance Business License. To obtain a Torrance Business License please call 310-618-5923.

K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

L. SUBCONTRACTS

Each Bidder shall comply with the Chapter of the Public Contract Code including sections 4100 through 4113. The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract price. When a portion of an item is subcontracted, the value of the work subcontracted will be based on the estimated percentage of the Contract Unit Price, determined from information submitted by the Contractor, subject to approval by the City Manager.

M. TRAFFIC CONTROL PLAN

Not applicable

N. PRE-BID INQUIRIES

Bidders with pre-bid inquiries must submit questions in writing to the General Services Department. Any and all questions must be emailed to Diane Megerdichian, Business Manager at DMegerdichian@torranceca.gov. Please list "**Replacement of Bus Wash and Vacuum Systems at City Yard**" (question-topic)" in the subject line of the email. For questions of a general nature, bidders may contact Diane Megerdichian directly at 310-781-7151

O. EXECUTION OF CONTRACT

1. The contract shall be signed by the successful bidder and returned, together with the contract bonds and evidence of required insurance coverage, **within ten (10) working days**, not including Sundays, after the bidder has received notice that the contract has been awarded. Failure to execute the contract as specified above shall be just cause for annulment of the award and forfeiture of the proposal guarantee. The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.
2. Bond amounts shall be as provided in Section 2-4 of the Standard Specifications for Public Works Construction. The Performance Bond shall be required to remain in effect for one (1) year following the date specified in the City's Notice of Completion, or, if no Notice of Completion is recorded for one (1) year following the date of final acceptance by the City Manager.

P. RESPONSIBILITY OF CITY.

The City of Torrance shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

Q. CONSTRUCTION SCHEDULE AND PRECONSTRUCTION CONFERENCE.

The office staff of the City is currently operating on a 9/80 work week; therefore, City Hall is closed every other Friday.

In accordance with the herein Special Provisions, after notification of award and prior to start of any work, **the Contractor shall submit to the City Manager for approval its proposed Construction Schedule within fourteen (14) calendar days from the date of Notice of Proceed.** At least two (2) days, exclusive of Saturdays, Sundays and holidays, prior to commencement of work, the Contractor shall attend a pre-construction conference.

The Contractor will provide completed plans to the City of Torrance Building Department within thirty (30) calendar days from the date of Notice to Proceed for plan review. The Contractor shall immediately order materials requiring a delivery delay upon receipt of a written notice from the City that the City Council has approved an Award of Contract. Contractor shall provide written proof(s) of timely material order(s) and shall include any delivery delays in the Construction Schedule.

R. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work after the mailing, from the City Manager to the Contractor, by first class mail, postage prepaid, of a Notice to Proceed. **The Contractor shall diligently prosecute the same to completion within two hundred (200) calendar days of the start date specified in said Notice.** The two hundred calendar day schedule includes: completion of contractual paper work, plan/shop drawings, plan/submittal review, the lead time for materials/equipment, onsite work, testing and training. Onsite work will be no more than sixty (60) calendar days.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

S. LIQUIDATED DAMAGES

The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of Torrance and the City of Torrance and their customers using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the City from having the use of the facility. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that Five Hundred (\$500) a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that Five Hundred Dollars (\$500) per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The Contractor will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the City or the owner of a utility to provide for removal or relocation of the existing utility facilities; provided, however, that the Contractor shall have given the City and the owner of a utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the City Representative is present, in which case notice shall be given immediately in writing to the City Manager.

T. GENERAL PREVAILING WAGE RATE- Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the City of Torrance address and available from the California Department of Industrial Relations' internet site at <http://www.dir.ca.gov> and are attached in the back of the project manual. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage rates (Davis Bacon Act) for this project as predetermined by the United States Secretary of Labor is available at <http://www.wdol.gov/Index.aspx>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the proposal and specifications.

Attention is directed to the Federal minimum wage rate requirements in the specifications entitled "Project Manual to Provide a Replacement Bus Wash and Vacuum Systems at the City Yard." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower state wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or classifications based on hours of experience) or any other classifications not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

Further information on the Davis Bacon requirements including but not limited to wages, payroll records, apprentice standards, and Copeland Anti-Kickback Act, please refer to the Federal Transit Administration Requirements.

1. APPRENTICESHIP EMPLOYMENT STANDARDS

The contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the division of Apprenticeship Standards and its branch offices.

U. PRELIMINARY NOTICES

Preliminary Notices should be mailed to the following address.

Diane Megerdichian
General Services Department
3350 Civic Center Drive
Torrance, CA 90503

PART C

SPECIAL PROVISIONS

SECTION A. GENERAL

The Project Specifications for all work on this project are the specifications contained in the “**Project Manual to Provide a Replacement Bus Wash and Vacuum System at the City Yard**”, prepared by the City of Torrance.

These Specifications are intended to govern all aspects of the appurtenant construction including, but not limited to, materials, methods and details, except as modified herein or as inconsistent with the provisions hereof.

DEFINITIONS

Whenever the following terms are used, they shall be understood to mean and refer to the following:

Agency or City - City of Torrance.

Board- The City Council of the City of Torrance herein referred to as City Council.

City Manager - The City Manager of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Consulting Architect – Not applicable

Laboratory - The designated laboratory authorized by the City of Torrance to test materials and work involved in the contract.

SECTION B. REFERENCE TO STANDARDS OR PUBLICATIONS

Any reference made in the Contract Documents to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of the date of advertising the work, except to the extent that said standard or publication may be in conflict with applicable laws, ordinances, or governing codes. Contractors should be aware of all new code requirements (such as Cal-Green) when dealing with HVAC and other general building work. No requirements of these specifications or the drawings shall be waived because of any provisions of, or omission from, said standards or publications.

SECTION C. DESCRIPTION OF THE WORK

1. Scope of the Work. The work to be done consists of furnishing all labor, materials, tools, equipment and incidentals to prepare all required design drawings, specifications, and engineering necessary for the permitting, procurement and installation of the work.

SECTION D. GENERAL PROCEDURES

1. Specifications and Drawings Complementary. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.
2. Order of Precedence of Contract Documents. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - a. Change Orders (Including Plans and Specifications attached thereto).
 - b. Public Works Agreement
 - c. Addenda
 - d. Special Provisions
 - e. Plans
 - f. Standard Plans
 - g. Instructions to Bidders
 - h. Standard Specifications

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Permits from other agencies/supplemental agreements
- c. Special Provisions
- d. Instructions to Bidders
- e. Referenced Standard Drawings
- f. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

- a. Change Orders drawings govern over Addenda and Contract Drawings
- b. Addenda drawings govern over Contract drawings
- c. Contract drawings govern over shop drawings and standard drawings
- d. Detail drawings govern over general drawings
- e. Figures govern over scaled dimensions

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY's fieldwork, the Contractor shall immediately inform the CITY. The CITY shall promptly review the matter, and if the CITY finds an error or omission has been made the CITY shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the CITY.

3. Discrepancies in the Contract Documents. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported in writing to the City Manager, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the City Manager, and no additional payment or time shall be allowed therefor.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to bidding, the decision regarding this interpretation shall rest with the City Manager. The Contractor shall be compelled to act on the City Manager's decision as directed. In the event the installation is not in compliance with the direction of the City Manager, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

See Section C of these Special Provisions for "Claims".

4. Errors and Omissions. If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, he shall immediately inform the City Manager. The City Manager shall promptly review the matter, and if the City Manager finds an error or omission has been made the City Manager shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Manager.
5. Changed Conditions. The plans for the work show conditions as they are believed by the City Manager to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment, which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes, which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time, which is incurred due to failure or negligence on its part to make such examination.

6. As-built Drawings. The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

7. Construction Staking. The Contractor is responsible for all construction staking and shall be responsible for the cost of any restaking required due to disturbance caused by its operations, failure to protect the work site from vandalism or other causes of loss.
8. Notice to Proceed. Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.
9. Delay in Obtaining Materials. No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the City Manager or obtains from the supplier and furnishes to the City Manager documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".
10. Inspection and Testing. The Work is subject to inspection and approval by the CITY. The Contractor shall notify the CITY a minimum of 48 hours in advance of the required inspection.

The CITY will make, or have made, such inspections and tests, as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the CITY, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the CITY may be required to be removed and replaced under the inspection of the CITY, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the CITY shall, if so directed, be uncovered to the extent required by the CITY, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The CITY and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

11. Project Schedule

- 12.1 The Contractor shall submit a Construction Schedule in accordance with the project manual to the City Manager prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be responsible for coordination of all phases of the operation so that the time schedule can be met.
- 12.2 If the Contractor desires to make a major change in its method or operations after commencing construction or if their Schedule fails to reflect the actual progress, the Contractor shall submit to the City Manager a revised Construction Schedule in advance of beginning revised operations.

12. Mobilization

- 13.1 Scope. Mobilization shall include the provision of the Construction Schedule; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the project; all as required for the proper performance and completion of the work.

Mobilization shall include, but not be limited to, the following principle items.

- (a) Submittal and modification, as required, of the Construction Schedule.
- (b) All associated documentation and submittals required by Exhibit A of the contract.
- (c) Installing temporary construction power and wiring.
- (d) Establishing fire protection system.
- (e) Developing construction water supply.
- (f) Providing on-site sanitary facilities and portable water facilities, as required.
- (g) Arranging for and erection of Contractor's work and storage yard.
- (h) Submittal of all required insurance certificates and bonds, including subcontractors.
- (i) Obtaining all required permits.
- (j) Posting all OSHA required notices and establishment of safety programs.
- (k) Have the Contractor's superintendent at the job site full-time.

- (l) Pot-holing and other research and review as necessary to verify site conditions and utility locations, including research and review as necessary for change orders.
- (m) Demobilization.

13. Markup. The following percentages shall apply for additional work:

Profit	10% maximum
Overhead	5% maximum

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the jobsite but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The City shall not pay for the cost of foremen or a superintendent unless authorized in advance by the City Manager. To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

14. Utilities. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert - Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

15. Completion, Acceptance and Warranty. If, in the CITY's judgment, the Work has been completed and is ready for acceptance, the CITY will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The CITY may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the CITY's option, the CITY may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Manufacturer's warranties and guaranties furnished for materials used in the Work and instruction sheets and parts listed supplied with materials shall be delivered to the CITY

prior to acceptance of the Work. The duration of the warranty or guaranty shall be the standard of the industry with a minimum of 1 year from the date of Notice of Completion.

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The CITY may require a manufacturer's warranty on any product offered for use.

16. Contractor's Representative. The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another representative in writing and submit to the City for consideration. The CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.
17. Waste Reduction and Recycling Requirements for Construction and Demolition Projects

Section 43.8.1 Definitions.

For the purposes of this Article, the following definitions apply:

- a) "Administrative penalty" means any penalty or fine assessed to an applicant.
- b) "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever that applies to the City for the applicable permits or approvals to undertake construction, demolition, or renovation projects within the City.
- c) "Certified facility program" means a program wherein a recycling/reuse facility has been pre-approved by the City to provide a minimum of 50% diversion for all processed loads.
- d) "Construction" means the building or improvement of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- e) "Construction and Demolition Debris" ("C&D Debris") means used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any pavement, residential or commercial building or other structure.
- f) "Conversion factor" means the value set forth in the standardized volume-to-weight conversion table approved by the City for use in estimating the volume or weight of materials identified in a Waste Management Plan.
- g) "Covered project" means:
 - 1) All demolition projects; and
 - 2) All construction and renovation projects in which the total costs are, or are projected to be, greater than or equal to one hundred thousand dollars (\$100,000).
- h) "Deconstruction" means the process of carefully dismantling a building or structure in order to salvage components for reuse or recycling.
- i) "Demolitions" means the razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.
- j) "Divert" means to use material for any purpose other than disposal in a landfill or transformation facility.
- k) "Diversion requirement" means redirection from the waste stream of at least 50 percent of the total C&D Debris generated by a project via reuse or recycling.

- l) "Non-covered project" means a construction or renovation project in which the total costs are not projected to be greater than or equal to one hundred thousand dollars (\$100,000).
- m) "Project" means any activity that requires an application for a building permit, demolition permit, or any similar permit from the City.
- n) "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- o) "Renovation" means any change, addition or modification in an existing structure.
- p) "Reuse" means further or repeated use of materials in their original form.
- q) "Salvage" means the controlled removal of C&D Debris from a permitted building or demolition site for the purpose of recycling, reuse or storage for later recycling or reuse.
- r) "Total costs" means the total construction value of the project using standard commercial and residential valuation formulas.
- s) "Waste Management Plan" ("WMP") means a completed WMP form, approved by the City for the purpose of compliance with this Article, submitted by an applicant for any covered project.
- t) "WMP Compliance Official" ("Official") means the designated City employee(s) authorized and responsible for implementing this Article.

Section 43.8.2. Threshold For Covered Projects.

- a) Covered Projects. For the purposes of determining whether a project meets the threshold, all phases of a project and all related projects taking place on single or adjoining parcels, as determined by the Official, will be deemed a single project.
- b) Non-covered Projects. Non-covered projects are not required to meet the waste diversion requirements of this Article. However, an applicant for a non-covered project will be encouraged to divert as much project-related C&D Debris as possible.

Section 43.8.3. Submittal Of A Waste Management Plan.

- a) An applicant for a covered project must submit a WMP on a form approved by the City as part of the application requirements for a demolition, construction or remodeling permit. The completed WMP must include the following:
 - 1) Estimated weight of project C&D Debris, by material type, that will be generated; and
 - 2) Maximum weight of each material type that can be feasibly diverted through deconstruction, reuse or recycling; and
 - 3) Facility or vendor that will be used to collect or receive that material; and
 - 4) Estimated weight of C&D Debris that will be landfilled; and
 - 5) Total square footage of the project.

Section 43.8.4. Review Of A Waste Management Plan..

- a) Approval. Notwithstanding any other provision of this Code, no permits will be issued for any covered project, unless and until the Official has approved the WMP. If the Official determines that the required conditions have been met, the WMP will be marked "Approved" and a copy of the WMP returned to the applicant. A WMP will be approved only if the Official determines that the following conditions have been met:
 - 1) The WMP provides all of the information set forth in Section 43.8.3; and
 - 2) The WMP indicates that at least 50 percent of all C&D Debris generated by the project will be diverted through recycling, deconstruction or reuse.

b) Exception for Public Health or Safety. WMP approval will not be required when the City determines that an emergency demolition is required to protect public health or safety.

c) Non-approval. If the Official determines that the WMP does not meet the required conditions, the Official will either:

1) Return to the applicant the WMP marked “Denied”, including a statement of reasons for non-approval; or

2) Return to the applicant the WMP marked “Further Explanation Required.”

Section 43.8.5 Compliance With A Waste Management Plan.

a) Documentation. Prior to the issuance of a certificate of occupancy for any covered project, the applicant must submit documentation that it has met the diversion requirement for the project to the Official. This documentation must include the following:

1) A copy of the previously approved WMP for the project with the addition of the actual material volume or weight generated by the project; and

2) Receipts from both disposal and diversion facilities and/or vendors that received each material showing whether the material was landfilled or deconstructed, reused and/or recycled; and

3) Any additional information that the applicant believes is relevant to determining its efforts to comply with this Article; and

4) If the City creates a certified facility program, documentation that a certified facility was used for disposal/recycling for a project will achieve compliance with the requirements of this Article.

b) Weighing of C&D Debris. An applicant must make reasonable efforts to ensure that all C&D Debris diverted or landfilled is measured and recorded using the most accurate method of measurement available. To the extent practical, all C&D Debris must be weighed by measurement on scales. Scales must be in compliance with all regulatory requirements for accuracy and maintenance as set forth by the State of California Bureau of Weights and Measures. For C&D Debris for which weighing is not practical due to its small size or to other considerations as determined by the Official, a volumetric measurement will be used. For conversion of volumetric measurements to weight, the applicant must use the standardized conversion rates approved by the City for this purpose.

c) Determination of compliance. The Official will review the information submitted by the applicant and determine whether the applicant has complied with the diversion requirement as follows:

1) Full compliance: If the Official determines that the applicant has fully complied with the diversion requirement applicable to the project, such compliance will be indicated on the WMP.

2) Noncompliance: Administrative Penalty: If the Official determines that the applicant has not complied with this Article, or the applicant fails to submit the documentation required, then the applicant will be assessed an administrative penalty. The amount of the penalty assessed will be ten thousand dollars (\$10,000) for demolition projects and five thousand dollars (\$5,000) for construction and remodeling projects. A project that includes demolition in addition to construction or remodeling will be subject to the demolition penalty amount.

Section 43.8.6. Infeasibility Exemption.

a) Application. If an application for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the

diversion requirement, the applicant may apply for an exemption at the time that the WMP is submitted. An applicant applying for an exemption must indicate on the WMP the minimum rate of diversion that is feasible for each material and the specific circumstances that make it infeasible to comply with the diversion requirement.

b) Meeting with the Official. The Official will review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement.

c) Granting of exemption. The Official will issue an infeasibility exemption if the following findings are made:

1) Circumstances exist which are unique to the project such that compliance with the provisions of this Article would create an unusual burden on the project which is different than that of similarly situated projects; or

2) For a specific project, compliance with the requirements of the ordinance codified in this Article would result in minimal or no increase in recycled materials or reduction in the waste stream; or

3) That diversion of one or more substances involved in the project presents unique and burdensome obstacles and would create an especially onerous economic burden on the project unless diversion of that substance is reduced or eliminated; or

4) A project is a re-roofing Project.

If the Official is able to make one or more of the above findings for a project, the Official may excuse the project from compliance with this Article, or determine the maximum feasible reduced diversion rate for each material and indicate this rate on the WMP submitted by the applicant.

d) Denial of exemption. If the Official determines that it is possible for the applicant to meet the diversion requirement, the Official will so inform the applicant in writing. The applicant will have thirty (30) days to resubmit a WMP. If the applicant fails to resubmit the WMP, or if the resubmitted WMP does not comply with Section 43.8.3, the Official will deny the WMP in accordance with Section 43.8.4.

Section 43.8.7. Appeal.

a) The determination of the Official may be appealed to the Public Works Director or his/her designee upon written request of any applicant. An applicant must file the appeal within fifteen (15) days after the rendering of the original decision. The date of the rendering of the original decision will be determined in accordance with Section 11.6.1 of this Code. The decision of the Public Works Director or his/her designee will be final.

b) The notice of appeal of the decision of the Official must contain the following information in addition to the information given by the applicant thereon or reasonably required by the City Clerk therefor:

1) The name, address, and telephone number of the applicant; and

2) The type of action requested; and

3) The date on which said decision was made and the name of the Official taking such action; and

4) The grounds on which the appeal is taken.

c) The fee for filing an appeal will be charged as provided by resolution of the City Council.

CITY OF TORRANCE

Construction & Demolition Waste Management Plan (WMP)

THE REQUIRED GOAL IS TO REUSE OR RECYCLE AT LEAST 50% OF PROJECT WASTE

- 1) As part of your application, you must complete the front and back of this page and the "estimate" or left side of the table on the backside of this page to the best of your ability, indicating that you will recycle at least 50% of the waste from the project.
- 2) As your project proceeds, collect and keep receipts of all waste disposed, recycled, reused or donated.
- 3) To final your project, you must then fill out the "actual" or right side of the table on the backside of this sheet, and submit it again with all the receipts to verify that at least 50% of the project's waste was diverted from the landfills.

If you have any questions about the City's C & D Recycling Ordinance or how to fill out this form, please call (310) 781-6900.

Use tons to quantify total estimated waste and percentages of materials. A conversion table is available. Ask your hauler, recycler or site cleanup vendor to assist you with this WMP.

Please note, if you are contracting with a different company to haul your waste or using a roll off box from another company, that company must have a business license to operate in the City of Torrance.

A COPY OF THIS WMP AND RECEIPTS (TICKETS) FOR ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE THE PROJECT WILL RECEIVE FINAL BUILDING APPROVAL. (FOR DEMO PERMITS, THE RECEIPTS FOR THE DEMOLITION WASTE SHOULD BE PROVIDED BEFORE THE FIRST FOOTING INSPECTION AFTER THE BUILDING PERMIT HAS BEEN ISSUED.)

Project Name: _____

Location: _____

Requesting Infeasibility Exemption: Yes No

Contractor Name: _____ Contact Name: _____

Address: _____ Contact Phone: _____

Recycler: _____ Recycler Contact: _____

Recycler Address: _____ Recycler Contact Phone: _____

CITY USE ONLY		
	Application (Date)	Final (Date)
Approved		
Further explanation needed (see attached)		
Denied		
Infeasibility Exemption Approved		
Reviewed By		

Submit this form and the attached Waste Management Plan Table to:
Compliance Official

WMP

City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

CITY OF TORRANCE
Construction & Demolition Waste Management Plan Table

Project Name: _____

Total Estimated Waste Generated by Project: _____ (in tons). (Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)					
Complete and return with Building Permit Application			Complete and return with receipts prior to final building approval		
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete					
Bricks/Masonry/Tiles					
Building Materials (doors, windows, fixtures, etc.)					
Cardboard					
Concrete Pavement and Grindings					
Drywall (new, unpainted)					
Asphalt Pavement Grindings					
Landscape Debris (Plant & Tree Trimmings)					
Scrap Metal					
Unpainted Wood & Pallets					
Other (painted wood & drywall, roofing, etc.)					
Mixed C&D*					
Trash/Garbage					
TOTAL					

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 50%, please explain why (attach additional sheets if necessary):

If the actual amount reused/recycled is less than 50%, please explain why:

Prepared by (please print): _____ Date: _____

Signature: _____ Phone Number: _____

* *Mixed C&D* is defined as a mixture of three or more materials (e.g. wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a facility capable of recycling those commingled materials.

SECTION E. PAYMENTS TO CONTRACTOR AND CLAIMS

1. Breakdown of Contract Prices. The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. The breakdown shall include separate line for each subcontractor's bid and/or contract amount. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the City Manager as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.
2. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the City Manager, the Contractor shall immediately furnish the City with proof of payment of such accounts.
3. Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the City Manager. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the City Manager for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.
4. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The City Manager may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the City Manager agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a

request from the City Manager and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

5. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the City Manager, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the City Manager. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

6. Request for Payment. Contractor shall submit all requests for payment on AIA Document G702 – Application and Certificate for Payment and G703- Continuation Sheet. For each item provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Application; Authorized Change Orders; Total completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Manager. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Manager.

The City will retain 5 percent of the value of all work done and materials installed as part security for fulfillment of the contract by Contractor. The full 5 percent retention will be retained on all payments for 35 days after the filing of the Notice of Completion.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts. It is the contractor's responsibility to provide the correct releases in order to obtain payment by the City. The Contractor shall provide the City with Unconditional Lien Release on Final Payment with a zero balance is required from all material suppliers and subcontractors with the request for final payment.

PART D
BID DOCUMENTS

BIDDER'S PROPOSAL

**BID FOR REPLACEMENT BUS WASH
AND VACUUM SYSTEMS AT THE CITY YARD
B2013-04**

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Specifications and Contract Documents, prepared by the City of Torrance set forth in the following schedules.

Bid Submittal – Price Bid		
Specification/Requirement		
Bus Wash and Vacuum - Design and Permitting		\$
Bus Wash – Hardware and Materials		\$
Vacuum System – Hardware and Materials		\$
Construction and Labor		\$
Warranty		\$
Total Cost:		\$

BID TOTAL: _____
(Words)*

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

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

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 the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

 Contractor Name _____
 Signer's Name and Title

Date: _____ License No. & Classification _____

Address: _____

Phone: _____ Fax: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2013-04

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT (CONTINUED)

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid 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 Contractor in its business.

Dated this _____ day of _____, 20_____.

Subscribed and Sworn to
before me this _____ (Contractor)
of _____, 20_____ _____
(Title)

Notary Public in and for said
County and State.
(Seal)

BID BOND

B2013-04

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____
as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal
sum of _____ dollars (\$ _____), for the payment whereof we
hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally,
firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file
with and submit to the City of Torrance a bid or proposal for the performance of certain work as
required in the City of Torrance, Project No. B2013-04, said work being: Replacement of the
Bus Wash and Vacuum Systems at the City Yard, in compliance with the Specifications
therefore under an invitation of said City contained in a notice or advertisement for bids or
proposals; now if the bid or proposal of said principal shall be accepted and if said work be
thereupon awarded to the principal by said City and if the said principal shall enter into a
contract with the said City in accordance with said bid or proposal, or if the bid or proposal of
the said principal is rejected, then this bond shall be void and of no effect and otherwise in full
force and effect.

WITNESS our hands this _____ day of _____, 20 _____.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____
Phone No.: _____
Fax No.: _____

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

1. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

2. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

3. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

4. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES

(List work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): _____

Address: _____

Contact Person: _____ Telephone No.: _____

Title of Project: _____

Project Location: _____

Date of Completion _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____

Address: _____

Contact Person: _____ Telephone No.: _____

Title of Project: _____

Project Location: _____

Date of Completion _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____

Address: _____

Contact Person: _____ Telephone No.: _____

Title of Project: _____

Project Location: _____

Date of Completion _____ Contract Amount: \$ _____

4. Name (Firm/Agency): _____

Address: _____

Contact Person: _____ Telephone No.: _____

Title of Project: _____

Project Location: _____

Date of Completion _____ Contract Amount: \$ _____

Bidder's Information

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

Contractor's License No.: _____ Class: _____

Date first obtained: _____

Has License ever been suspended or revoked? _____

If yes, describe when and why _____

Any current claims against License or Bond? _____

If yes, describe claims: _____

Type of entity (check one)

_____ Incorporated _____ Partnership _____ Sole Proprietorship

If incorporated, in what state _____

Federal Tax ID Number # _____

Principals in Company (List all - attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TORRANCE TRANSIT SYSTEM
BIDDER'S LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. Torrance Transit System will use this information to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of Years in Business: _____

Email _____

Is the firm currently certified as DBE under the 49 CFR Part 26 regulations?

YES NO

Type of work/services/materials provided by firm: _____

What were your firm's Gross Annual receipts for last year?

- _____ Less than \$1 Million
- _____ Less than \$5 Million
- _____ Less than \$10 Million
- _____ Less than \$15 Million
- _____ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of 2%) is committed to a minimum of _____ % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____
(Signature)

(Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

BUY AMERICA REQUIREMENTS

**49 U.S.C. 5323(j)
49 CFR Part 661**

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING
49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any. Date _____

Signature _____

Company Name _____

PART E

**DOCUMENTS TO BE COMPLETED
AND DELIVERED TO CITY AS PART
OF CONTRACT WITH THE CITY**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and ____ a _____ corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20____, with the said City of Torrance for the Replacement Bus Wash and Vacuum Systems at the City Yard B2013-04, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or there under, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or there under.

PERFORMANCE BOND (CONTINUED)

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED AND DATED this _____ day of _____, 20____

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

Name: _____
Local Address: _____
Phone No.: _____
Fax No.: _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
As Principal(s) and _____ a
corporation, incorporated, organized, and existing under the laws of the State of
_____, and authorized to execute bonds and undertakings and to do a general
surety business in the State of California, as Surety, are jointly and severally held and firmly
bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Torrance for the Replacement of the Bus Wash and Vacuum System at the City Yard B2013-04 all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

LABOR AND MATERIAL BOND (CONTINUED)

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

EXECUTED, SEALED AND DATED this _____ day of _____, 20 _____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

Name: _____
Local Address: _____
Phone No.: _____
Fax No.: _____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of Effective Date, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Company Name, type of Entity.

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the bid documents and specifications prepared by the City of Torrance;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Replacement of the Bus Wash and Vacuum Systems at the City Yard, Notice Inviting Bids No. **B2013-04** (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 year from 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 \$ unless otherwise 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 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 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

Art Estrada, Transit Service Manager 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:

Company Representative

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.

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. 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.

16. 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.

17. 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) Primary 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) 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.
 - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. 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 insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements 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 the CITY.
- F. CONTRACTOR must include all subcontractors as insured 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 17.

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 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.

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.

Addresses for purpose of giving notice are as follows:

CONTRACTOR: Company Name
 Address
 Address

 Fax

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

22. 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.

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

Company Name
Type of Entity

Frank Scotto, Mayor

By: _____
Name
Title

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

PART F

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

Although not all of the Federal Transit Administration (FTA) requirements listed below with pertain to this project, the Torrance Transit System is required to list them in all contracts or projects that utilize federal funds.

Buy America - The contractor agrees to comply with 49 U.S.C. 53230) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 53230)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the FTA recipient the appropriate Buy America certification (See Attachment 4) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Lobbying: - Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P. L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.11 O(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (11/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." (See Attachment 3) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records: The following access to records requirements apply to this contract.

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. FTA does not require the inclusion of these requirements in subcontracts.

Performance and Payment Bonding Requirements

The Contractor will be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall

replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The City of Torrance shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Torrance may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Torrance for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an Apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes

between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and onehalf times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The City of shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the 18 clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Suspension and Debarment: - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are

excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The City of Torrance. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The City of Torrance the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.,

(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or

in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2%. A separate contract goal of 2% DBE participation has been established for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT -assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Torrance. In addition, the contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Torrance and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify the City of Torrance, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Torrance.

PATENT AND RIGHTS IN DATA

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royaltyfree, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)~ of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work.

Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not

apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FT A.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General- If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing,

irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Drug and Alcohol Testing

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

PART G
PROJECT SPECIFICATIONS

REPLACEMENT BUS WASH AND VACUUM SYSTEM PROJECT

IN THE CITY OF TORRANCE

These specifications are provided as a reference for the basis of design. The selected contractor will be responsible to prepare all required design drawings, specifications, and engineering necessary for the permitting, procurement and installation of the work.

GENERAL

Provide an industrial-quality, automatic drive-through 4-brush and dual oscillating scrubber bus-wash system where shown on the drawings as specified herein and as needed for a complete and proper installation in strict accordance with the specification as detailed herein. Plumbing and Electrical permits will be required.

RELATED WORK

Site work, Demolition, Concrete, Mechanical, Electrical

QUALITY ASSURANCE

To insure the user of the highest quality equipment available, the Manufacturer shall have a minimum of 5 years experience manufacturing the specified equipment and must be ISO 9001:2008 Certified.

Installation: Installation shall be performed by the manufacture. The Manufacturer shall provide experienced personnel specializing in the installation, check out, and start-up of wash and water recovery system equipment, with at least five years experience to provide on-site consultation and inspection service to ensure the proper installation of wash system products and equipment. The manufactures supervisory personnel shall make site visits as necessary to ensure proper installation.

Training: Provide technical representative to train Owner's Maintenance and Operation personnel in operation and maintenance of specified equipment.

CODES, STANDARDS AND GUIDELINES

The project shall be designed and constructed in full compliance with latest edition of the applicable sections of the following codes, standards and guidelines. In the event of any conflict, the most stringent requirements shall take precedence.

- International Building Code (IBC)
- California Code of Regulations (CCR) Title 8 and Title 24.
- American Institute of Steel Construction (AISC)
- American Welding Society (AWS)
- American Concrete Institute (ACI)
- Concrete Reinforcing Steel Institute (CRSI)
- American Institute of Architects (AIA)
- American Society for Testing and Materials (ASTM)
- Standard Specifications for Public Works Construction (SSPWC)
- Southern California Air Quality Management District (SCAQMD)
- Construction Safety Orders, State of California (CAL/OSHA)
- National Electrical Code (NEC)

- National Electrical Manufacturer 's Association (NEMA)
- California Electrical Code (CEC) – Latest Edition
- Institute of Electrical and Electronic Engineers (IEEE)
- Insulated Power Cable Engineers Association (IPCEA)
- California Mechanical Code (CMC)
- California Plumbing Code (CPC)
- Uniform Fire Code (UFC)
- City of Los Angeles Building Code
- California Fire Codes (CFC)
- Uniform Fire Code (UFC)
- National Fire Protection Association (NFPA)
- California State Fire Marshall (CSFM)
- Federal Specifications (FS)
- California Building Code (CBC)
- Standard Specifications for Public Works Construction (PWC)
- Southern California Air Quality Management District (SCAQMD)
- Construction Safety Orders, State of California (CAL/OSHA)
- American Institute of Architects (AIA)
- American Society for Testing and Materials (ASTM)
- American National Standards Institution (ANSI)
- American Concrete Institute (ACI)
- American Institute of Steel Construction (AISC)
- American Welding Society (AWS)
- National Electrical Code (NEC)
- National Electrical Manufacturer's Association (NEMA)
- Factory Mutual Engineering and Research (FM)
- American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- Air Movement and Control Associations, Inc. (AMCA)
- Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)
- American Conference of Governmental Industrial Hygienist (ACGIH)
- California Mechanical Code (CMC)
- California Plumbing Code (CPC)
- Air Quality Management District (AQMD)
- National Electrical Code (NEC) (NEPA 70)
- National Electrical Safety Code (ANSI/IEEE C.2)
- Electrical Codes or amendments of the local authority having jurisdiction
- American National Standards Institute (ANSI)
- National Electrical Manufacturers Association (NEMA)
- Insulated Cable Engineers Association (ICEA)
- Illumination Engineering Society Lighting Handbook (IES)
- National Electrical Testing Association (NETA) fore Department Ordinances of City and County of Los Angeles
- Underwriters Laboratories Inc. (UL263, 723, 1479)

SEQUENCE OF OPERATION

- A.** Turn all main switches to the “ON” position (480V, 3 phases, 60 Hz).
- B.** Turn all control switches to the “ON” position (24vac).
- C.** The green entrance signal light will illuminate, indicating the wash equipment is ready for operation.
- D.** As the vehicle enters the wash, it will activate a series of diffuse (photoelectric) eyes. Each diffuse eye will turn “on” a set of motors and pumps via series of “on” and “off” delay timers within the machine control panel.

RED/GREEN ENTRANCE LIGHTS

A duplex traffic signal with red and green lenses is mounted on the building near the entrance of the vehicle wash. It shall indicate green when the wash equipment is ready for operation. When the vehicle activates the first diffuse eye, the traffic light shall change from green to red indicating that the wash equipment is in use.

SINGLE MANIFOLD DETERGENT ARCH/UNDERCARRIAGE WASH

The diffuse eye will activate the detergent arch and Undercarriage reclaim wash. Two solenoid valves will open first valve allowing the mixture of reclaim water to detergent to spray onto the surfaces of the vehicle being washed and second valve allowing the reclaim water for undercarriage wash of the vehicle. Both spray unit shall remain in operation until the rear of the vehicle has cleared the first diffuse eye and the preset off delay timer has timed out.

HIGH PRESSURE WHEEL WASHER

As the bus approaches the wheel wash. A 20 Hp high pressure pump and a solenoid valve will turn “on” to supply fresh water via an “on” delay timer from the first eye. The wheel wash bar will turn on and spray high pressure water on the wheels and the sides of the bus. As the rear of the bus passes the first diffuse eye, and adjustable, preset, off delay timer will start. The wheel wash shall continue to operate until the timer runs out.

BRUSH PACKAGE

The diffuse eye will activate the brush machine. The oscillating top scrubber motor and brush motors will activate at the same time. Also, a solenoid valve will open allowing the mixture of fresh water and detergent to spray onto the surfaces of the vehicle being washed. The fresh water is city water will supply the scrubbers and to all brushes. The brush package shall remain in operation until the rear of the vehicle has cleared the diffuse eye and the preset off delay timer has timed out.

The two sets of wrap brushed will clean the front and the sides of the bus while the top scrubbers will clean the top.

AIR RETRACT SYSTEM ON WRAP BRUSHES

As the front of the vehicle contacts the brushes and begins to move them outward by pushing against them, the passenger wrap brush arm movement will trigger an electromechanical limit switch that will fully retract the wrap brush arm for a preprogrammed period of time via an “on” delay timer. After the timer runs out the wrap brush arm will reapply itself to the side of the bus and finish the scrubbing process. Ideally, the operator of the vehicle will have the vehicle positioned so that when the passenger wrap brush reapplies itself it will not do so against any mirrors or other protuberances. This cycle will repeat at the second set of wrap brushes.

UNDERCARRIAGE RINSE

The diffuse eye shall also activate the under-carriage wash and fresh water final rinse on delay. Two solenoid valves will open to allow fresh water to flow to the under-carriage wash manifold and final rinse manifold. The water flow shall continue until the rear of the vehicle has cleared the diffuse eye and the preset off-delay timer has timed out.

R.O. RINSE ARCH

The diffuse eye shall also activate the R.O. rinse arch on a delayed timer. A solenoid valves will be energized via an on delay timer (0-30 sec.) to allow R.O. water to flow to the R.O. rinse arch for rinse and for the rinse-aid mixture. The water flow shall continue until the rear of the vehicle has cleared the diffuse eye and the preset off-delay timer has timed out.

BLOWERS

The diffuse eye shall activate blowers on a delayed and look ahead timer. The blowers shall remain activated until the rear of the vehicle has cleared the eye with off delay timer has timed out. If the second vehicle has entered the wash bay before the off delay timed out the look ahead will keep the blower timer activated until the rear of the other vehicle has cleared the timer.

SUBMITTALS

Product Data: Submit Product Data and Engineering drawings in strict accordance with requirements of these specifications. Drawings: Submitted Engineering drawings must include Plan and Elevation Views with Bills of Material. Full detailed drawings of the wash system equipment layout shall be submitted to the Engineer or Contractor for review. The term "drawings" includes fabrication, erection, installation, and layout drawings as requested. List of materials and equipment, descriptive data pertaining to materials may be required to show that the materials, equipment, or systems, and the positions thereof, comply with the contract requirements. All drawings shall be drawn to scale and shall be completely dimensioned. Wiring diagrams and plumbing schematics need not be to scale. Drawings shall be submitted on sheets not to exceed 24" x 36". Drawings shall be submitted in blackline or blue-line prints. Manufacturer's literature, brochures, catalog cuts, and other pertinent printed matter or data shall be submitted.

CLOSEOUT SUBMITTALS

Project "As-Built" drawings are required. Provide an Operation and Maintenance Manual. Assemble and provide copies of manual in 8.5 x 11 inch format for all installed equipment. Fold-out diagrams and illustrations are acceptable. The Manuals shall include:

- Description of system components;
- Schematic diagrams of electrical and plumbing systems;
- Instructions - Manufacturers' printed operating and maintenance literature;
- List of manufacturer's parts including supplier's part numbers and cut sheets, recommended spare parts stocking quantity and local parts and service source.

DEVIATIONS FROM SPECIFICATIONS

No deviations from these specifications will be allowed unless approved by the owner in writing prior to bid closing. All equipment and equipment functions must be built and designed to these specifications. Regardless of the owner's approval for any deviations and/or changes, the supplier is solely responsible for the performance of the supplied equipment per these specifications.

Contingent upon compliance with these specifications and documentation requirements, bidders wishing to submit proposals on equipment, other than specified herein, must submit requests to be approved as equals in writing not less than fifteen(15) days prior to scheduled date of bid closing date.

Such requests must be accompanied by complete shop drawings, detailed explanation of the different equipment, specifications and reasons why it is equal or better, adequate technical information to document equivalency of material, construction and most importantly, performance criterion contained herein.

Alternate suppliers of the specified wash equipment must supply the names and telephone numbers of contacts of at least 5 locations where the specified equipment has been installed and running for at least 5 years. The owner or owner's representative will then contact these 5 locations.

Based on information obtained from these locations as well as from the detailed submittal information required herein, the owner or owner's representative will determine whether the alternate supplier's equipment is equivalent.

SUPPLIER'S QUALIFICATIONS

The equipment specified herein is based on N/S Corporation System (310-3301240), or engineer approved equal. Supplier shall have been regularly engaged in the design and supply of the type of equipment specified herein, for a period of not less than five (5) years.

The equipment offered shall be the latest standard product, modified as necessary to meet the requirements of the specification, of a type that has been commercially available and in satisfactory use for at 5 years.

SUBSTITUTIONS AND EQUALS

Whenever reference to a specific brand name is made in these specifications, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting specific operational, design, performance, maintenance, quality and reliability standards and requirements of the City, thereby incorporating these requirements by reference within the specification. *An equivalent ("or equal") may be offered by the bidder, subject to evaluation and approval by the City.* The City shall be the sole judge of whether any proposed item will fulfill its requirements for the City's intended purpose and reserves the right to reject proposed item as non-responsive. It shall be the sole responsibility of the bidder to provide, at bidder's expense, any product information, test data and other information or documents required by City to evaluate an offered substitute. Independent testing and third party evaluation may be required as a condition of acceptance.

WARRANTY

Warranty work specified herein is for one (1) year from substantial completion against defects in materials and in labor and workmanship.

SCOPE OF RESPONSIBILITY

Wash System: The Bidder shall be responsible for the design and to provide all necessary equipment and material for a complete operational automatic drive through wash system, including activating switches, electrical solenoids and motor starters. The Bidder shall be responsible for supervising erection and installation of a turnkey bus wash system; testing the wash system and customer training.

Electrical: All electrical work in the equipment panel and wash bay including conduit and wiring runs and interconnections between all wash system components and power to the wash control panel is the responsibility of the Bidder. All electrical components and panels must be UL approved. All electrical control panels must be manufactured by the same manufacturer as the bus wash equipment, control panels must be manufactured in an UL approved shop for quality assurance.

Plumbing and Mechanical: Interconnecting piping between various equipment components located in the equipment room, interconnecting piping between the equipment located in the equipment room and the equipment located in the wash bay required between the wash system components is the responsibility of the Bidder.

WASH SYSTEM REQUIREMENTS

These specifications describe an industrial-quality, drive-through automatic vehicle wash system intended to be used for a high volume of vehicles per day such as large fleet operators. The specified vehicle wash system must have a 10-year working life with minimum service, repairs, and maintenance based upon the anticipated number of vehicles to be washed.

The vehicle washer must include construction and design features that preclude damage to the washer due to accidental or negligent speeding of vehicles through the washer up to 5 mph.

In order to insure minimum downtime and operational costs, the vehicle wash design must utilize as many components as possible that are readily available in the general marketplace, without being dependent upon a single supplier for replacement parts and/or components. This is to protect the best interests of the procuring entity and its taxpayers or other financial resources.

WASH SYSTEM PERFORMANCE

Unless otherwise indicated, starting, stopping, and operation of the wash system shall be completely automatic and shall not require the service of an attendant other than for routine inspection and maintenance. The wash system shall thoroughly wash the top, sides, fronts and rears of vehicles, driven through the systems at a minimum rate of one half foot per second.

All wash operations shall be automatically actuated by the vehicle, which shall be driven continuously in a fixed path between tire guides, without stopping, at a uniform speed through each washing stage. No manual equipment adjustment shall be required, and the equipment shall adapt automatically without electrical or pneumatic controls to variations in widths and heights of all intended vehicles.

If the automatic washing operation system fails, the washing system will include manual controls to allow an attendant to continue the washing operation and to also allow for independent component brush testing when necessary.

All necessary electrical actuating switches, electrical solenoids, manual water valves, lag bolts and installation hardware pertaining to the equipment shall be provided.

The design of the bus wash system shall be such that the wash can accommodate buses driven through one behind the other with no more than 6 feet of distance between the rear of the leading bus and the front of the following bus.

The supplier is solely responsible for the equipment performance. Should the equipment not perform, as per these specification requirements, the supplier shall modify, add and/or alter the equipment supplied at his own expense until the performance is satisfactory. The Owner shall approve all such changes. Should the performance criteria not be met after the changes, the supplier shall remove the system at no cost to the owner.

WASH SYSTEM COMPONENT TECHNICAL SPECIFICATIONS

Structural Framework of Wash System

The working components of the vehicle wash system shall be housed in a framework of 6061 T-6 structural aluminum. The aluminum used in the manufacture shall have a minimum yield of strength of 37,000 psi, minimum shear strength of 27,000 psi, and a minimum tensile strength of 42,000 psi.

The framework shall equally distribute the weight and operating stress of the working components of the wash system that are not specified as "free-standing" between the vertical support members of the framework.

No portion of the framework shall require, for its secure attachment to concrete floor of the building, which will house the washer, the utilization of lag bolts having diameter greater than 1" nor a length greater than 8".

The vertical support members of the framework shall be constructed of 6" x 6" x 3/16" tubing and shall be welded to aluminum base plates measuring 18" x 18" x 1/2" (minimum). Each vertical support member shall be secured to the floor by not less than four (4) lag bolts, having a diameter of 5/8" and a length not greater than 8".

There shall be a minimum of six (6) primary support members, which, together with the overhead equipment support frames, shall constitute the framework of the washer.

The vertical support member shall be integrated into a framework by means of a horizontal crosspiece of 6" x 6" x 1/4" structural aluminum tubing which shall form the overhead equipment support frame. Each horizontal crosspiece positioned perpendicular to the flow of traffic shall interconnect the vertical support members by use of a minimum of three (3) No. 5 case-hardened 1/2" diameter bolts to which shall secure each crosspiece to the vertical supports.

Each horizontal crosspiece parallel with the flow of traffic shall be constructed of two parallel 3 x 3 x 3/16 angles vertically braced every 37" by means of a 3 x 3 x 3/16 angle creating a 24" high support bridge. These members shall also be secured to the vertical support members by a minimum of three (3) No. 5 case-hardened 1/2" diameter bolts.

Detergent Arch Components

The supporting structure for the pre-wetting detergent spray unit shall be part of the main wash frame integrated into the first set of main vertical supports and horizontal crosspieces. It shall consist of a frame constructed of 6" x 6" x 3/16" (minimum) structural tubing. This frame shall be welded to aluminum base plates measuring 1/2" x 18" x 18" (minimum).

The supporting structure shall mount to the floor with a minimum of four (4) lag bolts. The lag bolts shall have a diameter of 5/8" and a length not greater than 8". The supporting structure shall be strengthened with additional knee braces or support guides to assure a secure structure for mounting the spray pipes.

Spray pipes shall be mounted on the supporting structure. The spray pipes shall be constructed of 1", schedule 40 pipe to which stainless steel or bronze nozzles, depending on the chemical used, will be affixed. The volume of water passing through the pre-wetting detergent spray unit shall assure complete coverage of all vehicle surfaces.

The spray pipes shall apply chemical-injected water to the surfaces of all vehicles. Injection of chemical shall be accomplished by means of an injection bypass loop and/or other necessary miscellaneous component parts which, will automatically pick up a concentrated chemical from a corrosion-resistant tank and maintain an accurate adjustable ratio of detergent to water. The injectors shall be equipped with an adjustment screw to adjust water flow for the specific application and can use metering tips to adjust the dilution of the product. The injectors shall have a Ryton metering knob and check valve core for high chemical resistance and operate in pressure as high as 700 PSI (48 Bar) with water at room temperature or 500 PSI (34 Bar) with water at 150 degrees F (66 degrees C).

The lower ends of each spray pipe shall be equipped with a means for draining and flushing debris from the front-to-rear chemical spray unit.

A 24-volt activator switch shall activate the spray. The activator switches shall operate on a 24-VAC power. The activation system shall provide positive ON control and be shut off with an adjustable timer.

Front, Side, and Rear Cleaning Unit

The brushes shall be arranged as a pair. Hydraulic drive motors shall not be allowed due to high energy usage, potential environmental problems due to leakage, and maintenance costs. Each brush shall be driven by a single electric motor rated at 230/460 volts, 3-phase, 60 HZ. The brush motors shall be specifically designed for use in a water-intensive environment and shall be rated at a maximum of 2 HP to minimize energy costs in machine operation.

The brushes shall be mounted on a brush shaft of carbon steel tubing characterized by a yield strength of 70,000 psi. The shaft shall weigh no more than 2.6 lbs./ft. The brush shaft shall attach to the transmission of the drive motor by means of a flexible coupling capable of taking angular misalignment and end-float, dampening vibration, and eliminating problems of parallel misalignment without adjustment or regular maintenance servicing. The three material flexible coupling shall require no bearings. The two metal hub ends of the coupling shall be joined by means of a 3/4" thick, 5" long steel wire braid cable welded to each hub at the inside center end. The wire braid twist shall be opposite the rotation of the brush. The hubs and cable shall be enclosed in a vulcanized rubber compound. A coil spring mounted around the outside of the sleeve and a coil spring mounted around the outside of the sleeve to provide stability and flexibility. The flexible coupling shall be one that has been in the field and in use for at least the past 5-years. The brush shaft shall have no bearings attached to it.

The drive motor and transmission shall be mounted on a pivotable steel plate for "break-away" safety in the event that excessive pressure from a vehicle passing through the washer should ever create a stress greater than that which the flexible coupling with its ability to bend is designed to accommodate.

The "break-away" pivotal mounting of the drive motor shall be attached to a single horizontal support arm constructed of structural aluminum tubing. The arm shall be mounted overhead on the aluminum framework of the washer by means of a heavy-duty anti-friction pivotal device consisting of heavy-duty pillow block bearings. Each brush arm shall have a maximum of two (2) bearings. Each bearing shall be a standard size bearing, which is readily available from multiple suppliers to minimize the life-cycle cost of parts replacement.

No pneumatic, pulley, counter-weight or other device shall be required to cause a brush arm to wash vehicles or move the brush arms into their wash position. No portion of the brush support arm shall extend down into the area of the washer where it might under any circumstance come into contact with a vehicle being cleaned.

The brush shall be secured to the arm at the top. The brush, when driven by the motor, shall be capable of continuously changing brush cleaning angles to accommodate cleaning of various sizes of vehicles without any electric or pneumatic positioning controls.

Each brush shall be supplied with detergent-injected water by its own spray pipe. Each such spray pipe shall be constructed of 1" schedule 40 galvanized pipe with the appropriate number of brass spray nozzles to lubricate the brush with enough soapy water to properly wash all vehicles and keep the brush clean.

The brush configuration shall be color-coded with black, silver and blue colors. The brush fill material shall be polyethylene fiber of a type and style pre-flagged (soft ends) so as not to scratch glass windows. Each brush pad shall have a rubber backing made of 7-3/4" sections and must be fastened to a 4-3/4" steel shaft with 3 brush rivets. The shape shall be of a cruciform to improve the water flow. This shall be done for ease of brush replacement and ease of brush reordering for a cost savings effect.

Final Rinse Spray Unit

The supporting structure for the water spray rinse unit shall be part of the main wash frame. It shall consist of a frame constructed of structural aluminum tubing. This frame shall be welded to an aluminum base.

The supporting structure shall mount to the floor with a minimum of four (4) lag bolts. The lag bolts shall have a diameter of 5/8" and a length not greater than 8".

The spray pipes shall be mounted on the supporting structure. Each spray pipe shall be constructed of Schedule 40, galvanized pipe, to which the brass spray nozzles will be affixed. The volume of water passing through the final spray rinse unit shall be adequate to thoroughly rinse all vehicles when they pass through the arches at the prescribed rate of speed.

The brass spray nozzles shall be such to assure complete front and rear rinse coverage for all vehicles. The rinse unit must supply sufficient water at 60 psi minimum working pressure.

The final spray rinse unit shall apply rinse-aid treated water to all surfaces of vehicles. The water shall be injected with rinse-aid chemical by means of a chemical injection pump with variable settings. The rinse-aid chemical pump will pick up the super concentrate rinse-aid solution from a corrosion resistant tank.

A 24-volt activator shall activate the spray. The activator switches shall operate on a 24-VAC power. The activation system shall provide positive ON control and be shut off with an adjustable timer.

R.O. Rinse Spray Unit

The supporting structure for the pre-wetting detergent spray unit shall be freestanding. It shall consist of a frame constructed of 4" x 4" x 1/2" (minimum) structural aluminum tubing. This frame shall be welded to aluminum base plates measuring 10" x 10" x 1/2" (minimum).

The supporting structure shall mount to the floor with a minimum of four (4) lag bolts. The lag bolts shall have a diameter of 5/8" and a length not greater than 8". The supporting structure shall be strengthened with additional knee braces to assure a secure structure for mounting the spray pipes.

The spray pipes shall be mounted on the supporting structure. Each spray pipe shall be constructed of schedule 80 PVC piping, to which the PVC spray nozzles with check valves will be affixed. The volume of water passing through the R.O. spray rinse units shall be adequate to thoroughly rinse all vehicles when they pass through the arches at the prescribed rate of speed.

The PVC spray nozzles shall be positioned to assure complete front, top and side rinse coverage for all vehicles. The RO rinse unit must supply sufficient water at 60-psi minimum working pressure.

A 24-volt diffuse photo-eye shall activate the spray. The primary activator is a diffuse electronic eye. The activation system shall provide positive on control and shut off with an adjustable timer.

All Electrical Control Panels

Pre-wired, standard voltage, 3 phase, 3-wire, 60-hertz electrical control panels shall be provided for the equipment. Each control panel shall contain a through-the-door main disconnect switch, all electrical motor starting equipment, and relays necessary to operate the equipment, and the wash 24-volt control transformer as required. The control panel shall be UL approved. Each motor circuit shall contain overload protection in all three phases.

The control panel shall be wired to provide control for automatic or manual operation. A non-resettable counter shall be provided to count the number of vehicles washes.

The panel shall be housed in an adequately sized, non-metallic NEMA 4X enclosure with hinged door. The control panel shall be mounted in an accessible location protected from direct water spray. All push buttons, selector switches, etc., shall be oil tight. All electrical panels must be UL approved. Electrical control panels that are not UL approved are NOT permitted. All Electrical control panels must be manufactured by the same manufacture of the bus wash system in a UL approved shop.

Controls

The wash supplier shall provide all automatic controls, switches, relays, solenoids, and all necessary hardware to provide complete automatic operation of the system.

All electric controls mounted for easy, floor-level servicing and access shall operate on a maximum of 24-volts where possible for safety reasons.

All automatic controls and hardware requiring regular maintenance shall be located in such a manner as to allow floor-level servicing.

Guide Rail System

One (1) set of four inch (4") diameter rotating tubular steel wheel guide rails (complete with anchor bolts, installation brackets and angled inlet sections) shall be furnished and installed for the full length of each wash lane.

All sections of guide rails shall be smooth to prevent damage to tires. Ends of guide rails shall be capped. The height to the top of the rotating guide rails shall not exceed seven (7) inches. Guides shall be installed to accommodate the vehicle width as specified by the engineer.

Guide rails shall be constructed in five foot (5') (maximum) sections with a support bracket at the end of each section. The bracket-bearing surface shall be a cylindrical tube. The cylinder shall protrude not less than 1-1/2" into the rotating wheel guide rails. Sufficient circumferential clearance between the rotating wheel guide and the bracket-bearing surface shall be provided to allow free turning even with dirt accumulation.

The support bracket of the guide rail shall be fabricated of 1/2" thick x 12" deep steel plate. The brackets shall be additionally braced with two (2) 3" x 5" x 3/8" structural angles to form a heavy-duty weldment. The angles shall be anchored to the floor by means four (4) 1/2" diameter (minimum) bolts each. The tubular section shall rotate freely in the brackets to reduce the chance of tires climbing rails.

Dual Oscillating Scrubbers

Oscillating material scrubbers shall be provided for washing vehicle surfaces. The scrubbers shall be mounted to the overhead carriage frame by a compression plate against the carriage to hold the material in place. The material shall be of sufficient length to provide scrubbing coverage for the full width of all vehicles.

Scrubber frames shall be designed to mount in the overhead aluminum framework of the washer on a crosspiece by means of not more than 1 UHMW-bearing block. Each line of material will consist of separate cloths mounted on fork-like hangers of the scrubber frames. The material, which composes the scrubbers, shall be made of a deep pile, fur-like material which is a tufted monofilament fibrous material comprised of about 85% polyester and about 15% acrylic as used in commercial, automated vehicle washers to simulate a hand wash and which absorbs and holds soap and water.

The material scrubbers shall be provided with their own spray bars for the application of detergent water to the lines of scrubber material. The spray bars shall be constructed of 1" schedule 40 galvanized pipe to which shall be affixed a minimum of four (4) brass spray nozzles. The total flow of assembly shall be not less than eight (8) gallons per minute.

The scrubbers shall be made to move from side-to-side while completing a front-to-rear arc by means of a single 2 HP electrical motor rated at 208-230/460, 3-phase, 60 hertz. The scrubber's motor shall be specifically designed for use in a water intensive environment. The motor shall be Totally Enclosed, Fan Cooled (TEFC) and operate at 1725 rpm. The gear reducer shall have a ratio of 30:1 with a 1.25" shaft-sleeve and 5/8" input. The motor and gear reducer shall be mounted out of the direct moisture area. In order to save energy and cut operating costs, the drive motors shall not exceed 2 Hp. The second scrubber section will be used to wash smaller vehicles.

Skid Plates

The entrance to the system shall be angled in a V-shape to allow some off-center tolerance of an approaching vehicle. A pair of flat, mill finished, 1/4" thick, stainless steel skid plates shall be provided and installed at the angled entry section of the tire guides to minimize tire side wall damage caused by resistance to lateral movement resulting from misaligned entry to the vehicle washer. Plates shall be nominally 44" wide tapering with the tire guide angle to 36" wide at the entrance to straight section of the tire guides.

Air Retract System

The wash system shall be equipped with pneumatically operated system for retract of brushes. It shall be possible to retract brushes into the "open" position when the system is not in operation to allow two-way traffic. In addition, it shall allow the pair of brushes to by-pass mirrors. The air retract system shall allow

the washer to function during operational mode by means of gravity. The air retract device shall not be connected directly to the brush.

The system must include a limit switch that allows the brushes to move around crossover mirrors. The brush arm stops shall cause the brushes to remain close to the sides of the vehicle to clean in the retracted position. A time control shall release the retraction to allow the brushes to move to clean the vehicle's rear. A 2-Stage 18.9 CFM @ 175 PSI compressor will be the supply for this system.

Speed Control

The system shall consist of 4 detectors, a control panel consisting of a power supply, and P.L.C., appropriate relays and an operator warning signal system both visual and audio. The visual signal system will be in the form of a waterproof red, amber and green light system. The amber light is to indicate excessive speed (over 1.25 fps). If the speed is in excess of 1.5 fps, the red light will illuminate, the horn will sound, and the wash will immediately shut down. The audible alarm shall be a horn that can be programmed to sound from zero to 180 seconds. The automatic reset to reactivate the wash, located on the speed monitoring control panel, shall be programmable from zero to 180 seconds.

Rear Bus Alert System:

The wash system shall be provided with a position alert system to enhance the cleaning of the vehicle being washed. The alert system shall consist of an electromechanical trigger that will initiate an amber signal light. The amber visual warning will alert the driver to pause or slow down momentarily while the rear of the vehicle is thoroughly cleaned.

Reversed Osmosis System:

Reverse Osmosis (R.O.) system will be engineered and manufactured to utilize low energy membrane elements (4" diameter membrane) as well as a Goulds® multi-stage stainless steel booster pump. R.O. system must be fully tested at the factory and only require simple utility connections once on site (feed water inlet, product water outlet, drains and electrical). The R.O. system will arrive with the membranes installed and ready for immediate on-line service, minimal set up with little adjustment.

The R.O. system consists of a single pass R.O. system mounted on a powder coated aluminum frame to ensure extended system life under high moisture conditions. The rigid aluminum frame must be designed in a manner to provide easy access for servicing, maintenance, and monitoring the systems performance. The R.O. system includes a high pressure feed pump, PVC pressure vessels specially designed for high humidity and moisture environments, and low energy membranes with a protective ABS hard shell. Each R.O. system is also equipped with a 4.5" X 20" 5 micron sediment filter, 10 Micron carbon filter and a 1 Micron Sediment filter to ensure proper prefiltration protection to the pump and membranes. R.O. must include a standard low pressure switch "to protect the pump from cavitations", concentrate recycle and permeate flow meters for accurate measurement of systems flow rates, as well as filter in/out, pump discharge, and concentrate pressure gauges. System must be equipped with carbon filtration with automatic back flush head. A Twin alternating water softener, with auto back flush providing 60,000 GPD will be used to soften the water.

R.O. System includes 1" FNPT solenoid valve with a manual bypass, followed by a 5 micron sediment, 10 micron carbon block and 1 micron sediment pre-filter with pressure gauges to monitor filter inlet and outlet pressures. Following the filters is a low pressure switch that protects the pump from potential cavitation damage. If the pre-filter outlet pressure is satisfactory, the RO pump will turn on and pressurized water will flow to the low energy membrane elements. The RO permeate is monitored by a flow meter and is directed out to the point of use (1" FNPT). The RO concentrate water passes through a

stainless steel needle valve for flow control. The RO concentrate line is then monitored by the indicator inside the flow meter and directed to the local drain (1" FNPT). The (optional) RO concentrate recycle water passes through a stainless steel needle valve for flow control. The concentrate recycle line is then monitored by the indicator inside the flow meter and directed back into the feed line. System must be equipped with an automatic membrane flush with an hour meter. The RO permeate line must be equipped with a Total Dissolved Solids (TDS) sensor that will display results on the controller.

R.O. STORAGE TANK

Summary

This section relates to above ground storage tanks required for the operation of the Reverse Osmosis system.

Quality Control

The manufacturer of the corrosion resistant tanks shall have a minimum of 5 years of satisfactory performance.

The manufacturer shall provide, on request, a list of not less than 10 customers who have purchased tanks from the manufacturer during the previous 5 years, which are currently installed, and operating.

Materials

Resin shall be 100% virgin, UV stabilized High Density Linear Polyethylene

Design

Tanks shall be designed for safe storage of liquids with a specific gravity of up to 1.3.

Detergent Storage Tank

55 Gallon chemical storage tank.

Under Carriage Wash and Rinse

The undercarriage unit shall be provided with a ¾" diameter, schedule 40, galvanized pipe with (7) 2 gpm nozzles, mounting brackets and manual shut-off valve.

The undercarriage wash and rinse unit shall have a cover plates. The entire wash unit shall be mounted below the floor surface in the areas under the pre-wetting detergent spray unit and the final rinse arch.

Sufficient water shall be supplied at a minimum of 40 psi through the nozzles to completely cover the underside of the vehicle being cleaned in the wash. The wash will be high pressure 12GPM. @ 105 PSI. with a chemical injection system.

Drying System

These specifications describe an industrial quality, drive-through automatic vehicle air dryer system. This air dryer must have a minimum 10 (ten) year working life with minimal service, repairs and maintenance based upon the anticipated number of vehicles to be washed.

The system shall have a minimum of 3 top mounted high velocity blowers and 2 stripper side shot blowers used to dry the sides of the vehicles.

In order to insure minimum down time and operation costs, the air dryer design must utilize as many components as possible that are readily available in the general marketplace, without being dependent upon a single supplier for replacement parts and/or components. This is to protect the best interests of the procuring entity and its taxpaying or other financial resources.

AIR DRYER PERFORMANCE

Starting, stopping, and operation of the air dryer system shall be completely automatic and shall not require the service of an attendant other than for routine inspection and maintenance. All drying operations shall be automatically actuated by the vehicle, which shall be driven continuously, without stopping, at a uniform speed through the drying stage. Manual equipment adjustment can be done without electrical or pneumatic controls. Adjustments to fan blower nozzle flow angle and height are adjustable manually, if required per vehicle size.

The air dryer system shall be capable of drying the vehicle top and sides once. This shall be accomplished after washing the vehicle once through the wash system.

The top mounted blowers shall be comprised of a backward curved painted steel impeller. The housing and nozzle shall be manufactured of composite material. Adjustable mounting brackets are made from 6061-T6 aluminum and include (1) ½" x 12" long high strength grade 5 bolt and fasteners plus (4) ½" x 7 ½": long high strength grade 5 bolts and fasteners. Each top blower producer shall provide 4500 CFM and a velocity of at least 180 MPH.

Each of the 2 side shot blowers shall use its own 208/230/460 volt, TEFC 3-phase 60 HZ, 7.5 HP motor capable of operating 3500 rpm's and producing 3,000 CFM. The blower assembly must be AMCA class IV certified (AIR MOVEMENT AND CONTROL ASSOCIATION). The blower assembly and impeller shall be powder coated for longevity. The blower intake shall be covered with screen to prevent debris entry. The plenum assembly shall be made from 5052- H32 aircraft grade aluminum. Bag assemblies shall be made of a corrosion and tear resistant material. The bag mounting hardware shall be made of aluminum and stainless steel. The blower assembly shall be ground mounted for ease of maintenance.

If the automatic air drying operation system fails, the air-drying system will include manual controls to allow an attendant to continue the air dryer operation and to also allow for independent air drying components testing when necessary.

All necessary electrical actuating switches, lag bolts and installation hardware pertaining to the equipment shall be provided.

STRUCTURAL FRAMEWORK OF AIR DRYER

For the 3 top mounted blowers, there shall be a minimum of (2) primary vertical support members that, together with (1) top bulkhead and (2) side diagonal brace equipment support members, shall constitute the framework of the top dryer.

The dual vertical support column shall be integrated into a framework by means of (1) top and (2) diagonal support braces of 6"x6"x3/16" structural aluminum tubing. Each diagonal brace shall be fastened by (6) case-hardened No. 5, ½" diameter bolts which shall secure diagonal brace to the main vertical column.

The working components of the vehicle wash system shall be housed in a framework of 6061-T6 structural aluminum. The aluminum used in the manufacture shall have a yield of strength of 40,547 psi,

an elongation of 6.5% and a tensile strength of 43,245 psi. No galvanized steel may be used on the framework that may cause zinc pollution in water output to the sewer system.

The framework shall equally distribute the weight and operating stress of the working components of the air dryer system that are not specified as "free-standing" between the vertical support members of the framework.

No portion of the framework shall require, for its secure attachment to concrete floor of the building that will house the air dryer, the utilization of lag bolts having diameter greater than 1" and a length greater than 8".

The vertical support column shall be constructed with one (1) 6" x 6" x 3/16" tubing. The vertical support shall be welded to a base of sufficient size to make the vertical support capable of standing unsupported. The base of the supporting structure shall have gussets for added strength. The inner vertical support shall be taller than the outer vertical support. Each vertical support member shall be secured to the floor by not less than four (4) lag bolts, having a diameter of 1" and a length not greater than 8".

For the 2 stripper side shot dryers, there shall be 6 mounting holes located directly on the blower assembly. Each blower assembly shall be secured to the floor by not less than six (6) lag bolts, having a minimum diameter of 3/8" and a length not greater than 6

ELECTRICAL CONTROL PANEL

A pre-wired, standard voltage, 3 phase, 3-wire, 60-hertz electrical control panel shall be provided for the equipment. The control panel shall contain a through the door main disconnect switch, all electrical motor starting equipment and relays necessary to operate the equipment, and the wash 24-volt control transformer as required. The control panel shall be UL approved. Each motor circuit shall contain overload protection in all three phases. Each motor shall have a "Hand-Off Auto" switch and the control panel shall be capable of staggered starting of pairs of motors.

The control panel shall be wired to provide control for automatic or manual operation. The panel shall be housed in an adequately sized, Stainless Steel NEMA 4X enclosure with hinged door. The control panel shall be mounted in an accessible location sealed from direct water spray. All push buttons, selector switches, etc., shall be oil tight. Electrical control panels that are not UL approved are NOT permitted.

CONTROLS

The wash supplier shall provide all automatic controls, switches, relays, and all necessary hardware to provide complete automatic operation of the system. All electric controls mounted for easy, floor-level servicing and access shall operate on a maximum of 24-volts where possible for safety reasons. All automatic controls and hardware requiring regular maintenance shall be located in such a manner as to allow floor-level servicing.

ELECTRIC MOTOR

TEFC, 208/230/460V, 3-phase, Maximum 10 HP each, 60 Hz class F motor.

DRYER TEST PROCEDURE

After installation is complete, the Contractor shall demonstrate to the owner or owner's representative that the air dryer system operates perfectly in accordance, with the intent and meaning of the drawings and specifications and the manufacturer's specifications and recommendations.

In order to assure the owner that the vehicle air dryer includes construction and design features, that preclude damage to the air dryer or the vehicle being dried due to accidental or negligent speeding of vehicles through the wash, a test will be conducted after installation in which a vehicle will be run through the air dryer system at a speed of 5 mph. In order to pass the test, the dryer shall dry the vehicle without damage.

Should the machine fail this test, the manufacturer/supplier will be given the opportunity to repair defects within ten (10) days and a second test rescheduled. Perform necessary repair and adjustments until dryer operates properly.

WATER RECOVERY SYSTEM

Performance: The water reclamation system shall be capable of reclaiming the water from the wash system and cleaning it through a settling pit and centrifugal filter system, which will remove dirt particles down to an average size of 15-micron size. This cleaned water shall be stored in an above ground storage tank and shall be reused in the system for the pre-soak and high-pressure arches. The final rinse shall be fed with fresh water, which also serves as make-up water for any loss in the system.

Any necessary underground settling and storage pits shall be of concrete construction below slab within the building housing the wash equipment, and will be constructed by the Prime Contractor to Supplier specifications. Tanks and pits shall be designed for periodic pumping to remove collected sludge and debris.

Component Specifications: Sump Pump - A sump pump assembly shall be supplied to pump water from the sump pit through the centrifugal filters into the storage tank. A Barrel screen and foot valve shall be installed in the suction piping. The pump shall be a self-priming type with a flow capacity of 250 gpm. Minimum.

Centrifugal Filter Unit: The centrifugal filter unit shall be supplied, consisting of two (2) appropriately sized centrifugal filters with a combined 220 gpm filtration rate mounted on an aluminum structure to support the filter and its piping. The connections to the filter shall be by an inlet and outlet manifold of galvanized pipe. The connection to the filters shall be made by a 125-psi minimum rated hose. The reject water from the filter units shall drain into a 1 cu. yd. steel sludge cart, which shall be easily moveable for dumping.

Repressurization Pump: The two-stage centrifugal console pump shall supply recycled water to the brush frame and must be designed and built as a separate component. It does not need to be a "close-coupled" pump. The pump must have its own seals and bearings and not rely on the motor to support or secure its impeller. It shall have a ruggedly constructed high tensile cast-iron epoxy coated volute case.

It shall have a sealed lubrication chamber with easy access to provide lubrication for the pump seal. The console pump shall incorporate dual enclosed corrosion resistant bronze impellers dynamically and hydraulically balanced to reduce axial thrust supported by two single row, single shielded, great packed radial ball bearings and a stainless steel input shaft. This pump must be capable of producing a minimum of 90 psi and the flow rate required by the wash when driven by the 5 horsepower motor.

Vessels: All sedimentation and polishing holding vessels shall be made of a chemical inert corrosion resistant material such as HDPE polyethylene. Every vessel shall be of a molded seamless design and capable of containing 16 pound per gallon liquid without rupturing. It shall be a completely enclosed vessel to eliminate any overflow other than through the proper overflow piping. It shall incorporate a

screw down manhole cover made out of similar material to allow container inspection as required. The vessel shall be free standing and not require any external support. It shall be above ground and equipped with a "continuous flow" return system.

Electrical Panel: The motor control and monitoring panel shall be housed in an adequately sized non-metallic corrosion resistant housing with a hinged door for access. This panel shall contain the proper NEMA sized starter for the horsepower of the motor, proper heater thermal protection across all three legs and a disconnect. It will also house the 24-volt monitoring and activation system, which is made up of a 24-Volt transformer,

Sludge Removal System: Collected silts and sludge in the recovery pit shall be removed and deposited in a tilt truck and pass through a diffuser. Water shall be decanted from the tilt truck and shall be returned to the recovery pit for recirculation. The tilt truck shall be self-dumping and moveable by means of 12" wheels, two of which shall be casters for ease of steering by personnel. The tilt truck shall be 72 ¼" long by 44" high and have a maximum load capacity of 1250 lb. Volume capacity shall be 1 cu. yd. minimum.

Bus Wash Walls

The bus wash soft walls shall be removed and recovered with Fibber Glass paneling.

COMPRESSOR (EXISTING)

The bus wash shall be connected to the existing air compressor for its air supply.

INSTALLATION

Install equipment in accordance with manufacturers' supplied installation drawings. Equipment supplier shall undertake the commissioning of the system and make all required adjustments to ensure proper operation.

TEST PROCEDURE - FACTORY TESTING IS REQUIRED

Prior to shipping from the factory, wash system shall be preassembled and full function tested prior to packaging and shipping to the job site. As part of the testing procedure, electrical panels, pump stations, etc. shall be serialized and equipment shall be installed as a pretested system. Test reports shall be provided with submittal documents verifying the factory test results.

After installation is complete, the Contractor shall demonstrate the wash system operates in accordance with the intent and meaning of the drawings and specifications and the manufacturer's specifications and recommendations.

For the bus washers to be acceptable, the vehicle washer shall be able to wash a line of consecutive vehicles going through the wash with no more than 6 feet apart on standard operation. If the wash system is unable to perform the above requirements, the manufacturer/supplier shall provide necessary adjustments and modifications and retest until acceptable without additional cost. All damage to the wash system that is incurred as a result of above testing shall be the responsibility of the manufacturer/supplier.

TEST PROCEDURE (5 MPH)

After installation is complete, the Contractor shall demonstrate to the owner or owners representative that the wash system operates perfectly in accordance with the intent and meaning of the drawings and specifications and the manufacturer's specifications and recommendations.

In order to assure the owner that the vehicle wash includes construction and design features that preclude damage to the washer or the vehicle being washed due to accidental or negligent speeding of vehicles through the wash, a test will be conducted after installation in which a vehicle will be run through the wash system at a speed of 5 MPH. In order to pass the test, there must be no damage to the wash system.

Should the machine fail this test, the manufacturer/supplier will be given the opportunity to repair defects within ten (10) days and a second test rescheduled. If the second should fail, a third test would be scheduled within 10 days. Should the manufacturer/supplier fail the third test, the manufacturer/supplier shall remove the entire system from buyer's premises at no cost or obligation whatsoever to buyer. All damage to the machine incurred as a result of the test shall be the responsibility of the manufacturer/supplier.

TRAINING

The manufacturer shall submit a training schedule to the purchaser for approval and upon approval of the schedule shall conduct a training program. The training program shall be conducted on the actual equipment supplied under this specification. The program shall be geared to adequately train the purchaser's personnel who will be using and maintaining the equipment so that when the program is complete they will be able to correctly operate and maintain it.

CLEANUP

Contractor shall touch-up damage to painted finishes; Contractor shall wipe and clean equipment of any oil, grease, and solvents, and make ready for use; Contractor shall clean around equipment installation and remove packing or installation debris from jobsite.

END OF SECTION

VACUUM SYSTEM SCOPE OF WORK:

General: The Interior Cleaning Vacuum System shall be equal to or better than Robertson Air Systems, Festooned Hose Bus Vacuum Assembly. The system shall be a central vacuum system designed for coarse and fine cleaning of all types of vehicles to include; however, not limited to heavy-duty transit busses, vans, cars and trucks. The system will be capable of handling wet or dry refuse. The system shall be able to collect coarse refuse like mud, leaves, beverage cans, 20-oz. plastic water bottles, sand, wrappers, papers and transfers typically found vehicles. The vacuum cleaning system shall work in tight areas and on grooved flooring, typical of a transit bus, and in operator's area while preventing fine dust from contaminating electrical or mechanical components. The system shall be capable of fine cleaning in areas such as: radio compartments, electronic destination sign enclosure, wheelchair lifts, A/C filter areas and fare boxes, etc. without causing damage to the components. The system will be complete with vacuum pumps, coarse and fine filters, one-1-refuse container (Dumpster type).

The system shall have 2-inch I.D. and 3-inch I.D. hose drops complete with attachments at each workstation. The system shall be sized to handle the simultaneous cleaning operations of two (2) cleaning lanes pneumatically transporting coarse and fine refuse to a central container. Bus cleaning system must be capable of performing the cleaning operation within a nominal four (4) to eight (8) minute cleaning cycle time.

Codes and Regulations:

The bus vacuum system shall be in accordance with national and commercial standards, codes, rules, and regulations, local ordinances, and other authorities having jurisdiction of this work. Electrical work shall be in accordance with the applicable provisions of the National Electric Code for Class 1 Division 2. Emissions shall conform to AQMD regulations and noise, to OSHA regulations

Coordination:

Coordinate the positioning of the electrical stub-ups, if any, and the location of the cyclone/blower assembly, which will be relocated outside of the Fuel Island. If the vacuum system supplier is working in an existing facility as a prime contractor, he must coordinate with the project manager.

Finish:

All metal parts not galvanized shall be powdered coated.

PRODUCTS

GENERAL

Description of System:

The 3” single lane festooned hose bus vacuum assembly shall be Robertson Air Systems or equal. The equipment shall conform to all the features shown on the drawings and as described in these specifications. It shall consist of one service lane with a festooned hose for the front door and/or for the rear door. At the pick-up end of the hose shall be a lance with two or three explosion proof push button switches in the handle; one to turn on the vacuum blower, one to extend the festooned hose, and the other to retract the festooned hose. Hard wire shall connect these switches to their respective automatic devices. The festoon shall consist of a chord one end of which is fastened to an intermediate point in the hose and the other end routed to the retraction device thru pulleys supported from above in the roof or from by an arm in the support structure. Similarly, a chord and pulleys shall be provided to manually raise the lance to the roof when not being used. The collected trash shall be deposited into a dumpster located beneath the collector. A silencer on the blower discharge shall limit the noise from the vacuum blower to the specified levels.

Sequence of Operation:

Litter too large to be vacuumed shall be picked-up manually and deposited into a trash container located nearby. Next, the operator shall enter the front or rear door with the 3” lance while extending the hose with the push button in the handle of the lance. This push button will automatically start the vacuum blower. The operator shall vacuum around the driver’s area, the front door step well, and throughout the length of the entire bus including the rear door step well. When finished the operator shall retract the hose with the second push button in the handle of the lance. When vacuuming for all the buses is finished at the end of the shift, the operator may hoist the lance to the roof with the manual festoon. The operators shall be responsible for replacing the full dumpster with the spare before the trash causes a plug in the cyclone. The blower shall stop by a timer.

Performance:

The pick-up velocity through the 3” lance opening shall be no less than 13,000 fpm and shall be verified by test per Par. “**Inspection Testing / pick-up Velocity”** Festooned support and control of the hose is the only acceptable method; hose reels are unacceptable. The noise level from the lance shall not exceed 90 dba at the operator’s ear. The noise level from the vacuum blower at floor level shall not exceed 85 dba.

Utilities:

Electric power: 208/230/460 volt, 3 phase, 60 Hz, with sufficient capacity for the vacuum blower. Compressed air for the brake on the festoon chord.

Allowable Space:

The footprint of the collector/blower assembly shall be 3' wide by 4' deep with a 4' deep by 8' wide for a dumpster exclusive of the festoon. The height of the cyclone/blower assembly shall not exceed 17'. The preferable height for the festoon is 20' or higher, but lower heights can be accommodated.

Items necessary for complete and working installation of one collector assembly and two 3" festooned hoses servicing one service lane.

One Cyclone Collector Assembly with involutes inlet and seismic support structure located either adjacent to the service lane(s) or in a remote location

One High Pressure Vacuum Blower w/Motor bolted to the top of the cyclone below the roof or above the roof with a spool section extending thru the roof.

One Silencer on the vacuum blower discharge.

One Transition on the inlet to the cyclone.

One Front and Rear Door Hose Festoon located next to the respective bus doors and supported from the roof by a nylon cord connected to the retraction device.

One Flexible Duct located between the bottom of the cyclone and airtight lid.

One Airtight Lid located at the bottom of the cyclone discharge cone and the dumpster.

Two 3" Lance(s) on the end of the vacuum hose including a handle with three push buttons.

Two 3 ½" Vacuum Hose(s) by 37' long with smooth inner surface.

One Dumpster shall interface with the air tight lid located beneath the discharge cone of the cyclone separator.

One Spool located between the top of the cyclone and the inlet to the vacuum blower only when the vacuum blower is mounted outside above the roof.

One Cyclone Plugged Detection Control located in the cone of the cyclone

One Electric Control Cabinet located on one end of the support structure or in a remote location.

One "On-Off-Auto" Switch located on the front of the electric control cabinet

Two 4" Slide Gates located in the vacuum piping connecting the festoon with the cyclone collector for a two lance system only

One or Two 3" Lances located at the pick-up end of the festooned hoses

One Set of Spare Parts as listed on the plans.

Miscellaneous Hardware Including: red-heads for the cyclone, vacuum piping, adhesive, electric wire, conduit, pneumatic fittings, lubricants, ring clamps, and touch-up paint.

DESIGN FEATURES

Cyclone/Blower Collector Assembly:

The cyclone/blower collector assembly shall be by Robertson Air Systems or equal. It shall consist of two major assemblies i.e. the cyclone/blower assembly and support structure. The cyclone shall be fabricated from 12 gage metal. It shall be sized for one only 3" lance with a pick-up velocity of 13,000 ft/min. Collection efficiency shall be 100% for litter and 99.9% for dust down to 30 microns. Flange the cone just below the body portion to provide access to the interior of the cyclone.

The support structure shall consist of four 1/4"x 3" angle legs; four 1/2" thick x 9"sq. base plates with holes for four 5/8"dia. redheads; framing for mounting the electric control cabinet and/or the pneumatic control cabinet on one end; 1/4" x 3" angle cross bracing on top and 1/4"x 2" diagonal cross bracing as required on the sides. No horizontal cross bracing shall be any lower than 6 1/2' from the ground in front to allow access to the dumpster. Legs shall be flanged near the middle to permit shipping in the upright position.

Air tight Lid:

The airtight lid shall be located below and connected to the cyclone with an airtight flex hose. It shall interface with the top of the dumpster to form an airtight seal.

Electric Control Cabinet:

It shall be pre-wired for 240 volts or 480 volts, 3 phase, 60 Hz, in an explosion proof enclosure, and shall contain: combination disconnect full voltage magnetic motor/starter; and overload protection in all three phases. Provide all other necessary programmed controls, relays, timers, and terminal blocks. Fan "Start/Stop" push buttons and pilot light shall be on the control panel door. Cabinet shall meet or exceed all state and/or local electrical codes.

Vacuum Festooned Hose Assy.:

The hose shall be 3 1/2" inside diameter and smooth on the inside and have a negative pressure rating of 7 inches mercury. A nylon chord shall connect the hose from an intermediate attachment point to the retraction cylinder thru overhead pulleys. Vacuum piping shall connect the bottom of the cylinder to the vacuum blower with an optional explosion proof booster vacuum blower in between. Extending and retracting the hose shall be controlled by valves regulating the vacuum pressure in the cylinder. A second nylon chord, cleat, and pulleys shall be used to manually elevate the lance when not being used.

Lance:

Shall be 3"dia.x 48"long, contoured on the end, and made of aluminum or plastic with a 30° elbow, and a 360° swivel with two aluminum handles. The forward or main handle shall contain the three Piezo explosion proof push button switches.

Vacuum Blower:

Shall be vertical shaft, Class B spark proof construction, flanged mounted to the top of the cyclone with a 208/230/460 volt, 3 phase, 60 Hz., explosion proof, motor with aluminum wheel and motor removable from the drive side. It shall have flanges on the inlet and discharge openings. It shall have power and capacity to produce a velocity of 13,000 ft./min. minimum thru a 3” lance per the requirements of test “**Inspection and Testing/pick-up and velocity**” and it shall comply with the noise requirements of test “**Inspection and Testing / vacuum pressure**”.

Outlet Silencer:

Vibro-Acoustics or equal type RDS flanged mounted to the blower discharge. Construction shall consist of continuously welded hot rolled steel casing; fiberglass acoustical media, galvanized perforated metal, fiberglass cloth erosion protection, and reinforced steel angle flanges. Pressure drop shall not exceed 1”.

Spool:

A doughnut shaped spacer silencer located between the cyclone and vacuum blower with flanged ends to elevate the blower above the roof. It shall have an inner perforated cylinder and an outer shell with sound absorbing material in between. Is normally used only when the blower is mounted thru the roof on the outside.

Plug Detection Control:

It shall be an acoustic type to shut-off the blower in case of a plug in the cyclone. It shall consist of an amplifier receiver (microphone) and a transmitter (loudspeaker) with two sensors located 12” above the bottom of the cones on opposite sides of the cyclone. The sound shall not be audible to the human ear and a timer shall prevent false alarms. It shall shut off the blower if a plug is detected

INSPECTION AND TESTING

At the request of the owner or contractor the supplier shall send a qualified representative to the jobsite to conduct the following tests and submit a report for approval.

Performance:

From the three push buttons on the lance operate the vacuum blower and festoon through a number of cycles to the satisfaction of the engineer and/or owner.

Power:

Measure the current in all three legs of the fan motor with one vacuum hose wide open and then closed off.

Pick-up Velocity (capacity):

Measure the pick-up air velocity in feet per minute with only one lance open. It should be 13,000 ft/min. minimum

Vacuum Pressure:

With the booster blower turned off measure the vacuum pressure in the festoon piping with the lance wide open and then also closed off. It should be about 41” wide open and 38” closed off

Lift Pressure:

With the booster blower (if used) and the main vacuum blower operating measure the negative vacuum pressure in the festoon piping

Noise Level:

Take four DBA noise readings with the vacuum blower and booster blower operating and the vacuum air at the lance shut-off at 5 feet above the floor level at a distance of 5' all around starting in front of the cyclone or blower if it is on the ground. These should be 85 dba or lower. The noise of the vacuum air entering the lance is not controllable and the operator should be required to wear ear protection.

Emissions:

Under normal operating conditions for one or two shifts, there should be no evidence of any litter passing thru the cyclone collector. If litter passes thru the supplier shall make corrections to remedy this problem.

Cleanup:

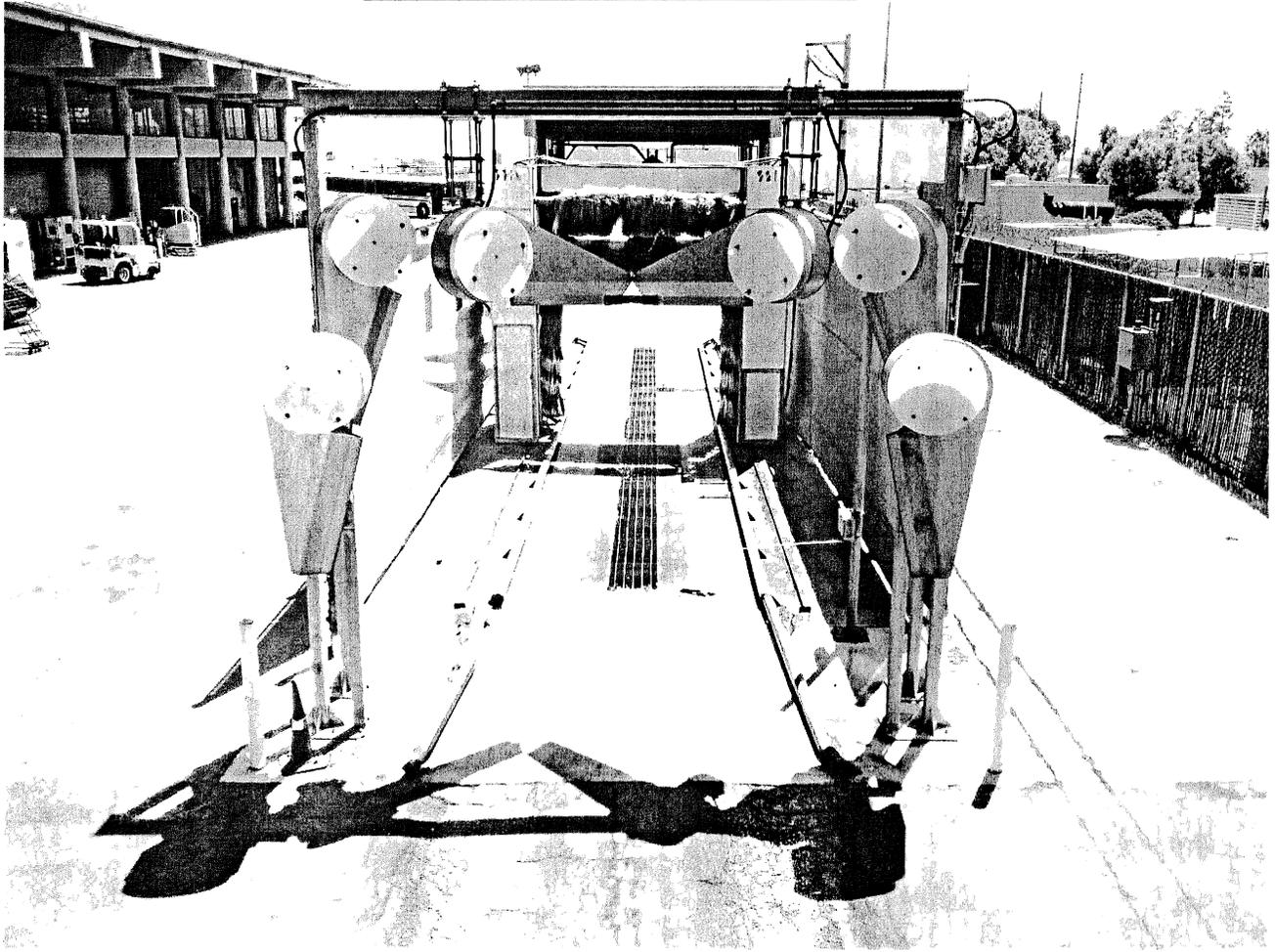
Contractor shall touch-up damage to painted finishes; Contractor shall wipe and clean equipment of any oil, grease, and solvents, and make ready for use; Contractor shall clean around equipment installation and remove packing or installation debris from jobsite.

END OF SECTION

PROJECT PICTURES AND DRAWINGS

These drawings are provided as a reference for the basis of design. The selected Vendor will be responsible to prepare all required design drawings, specifications, and engineering necessary for the permitting

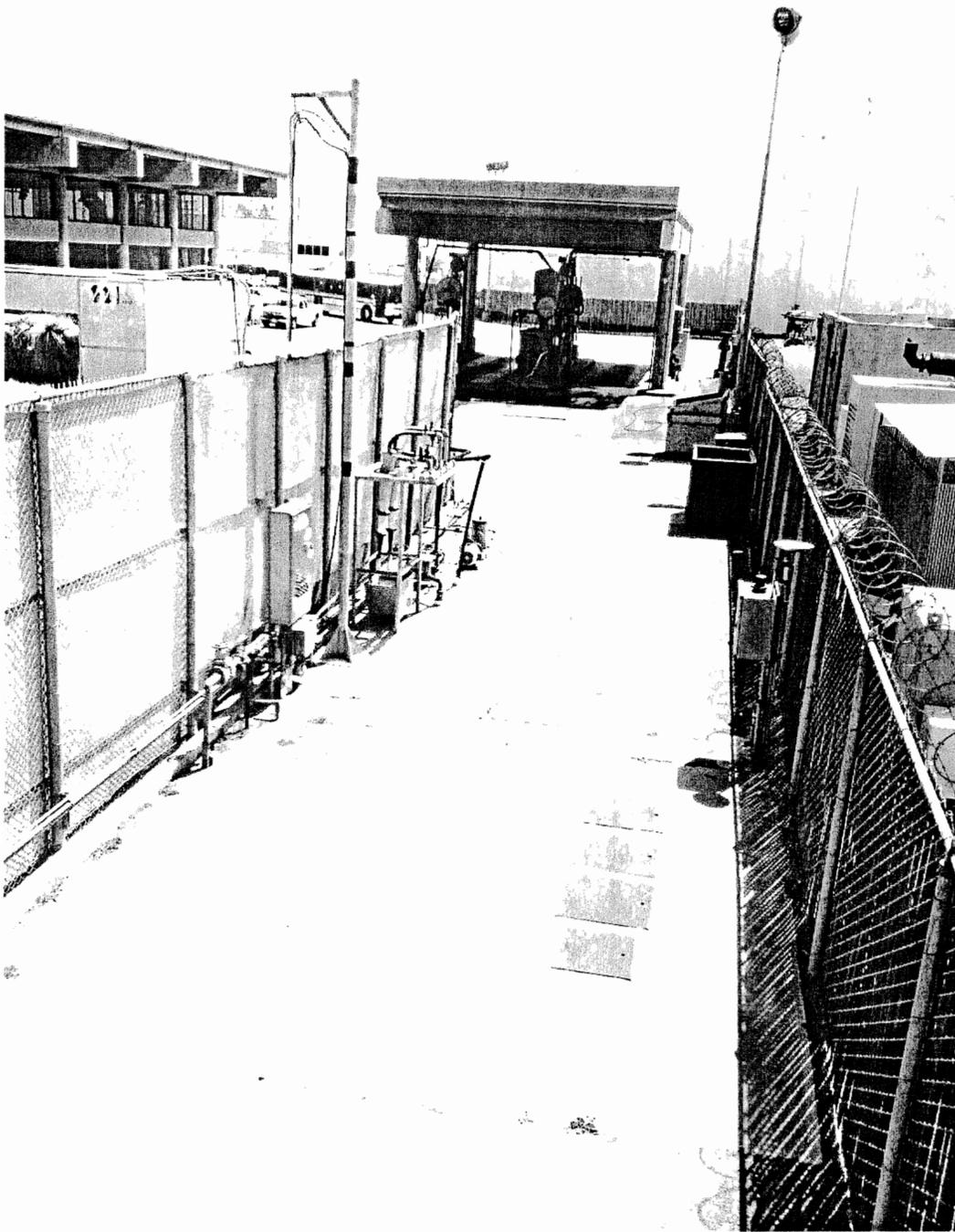
EXISTING BUS WASH FRONT VIEW



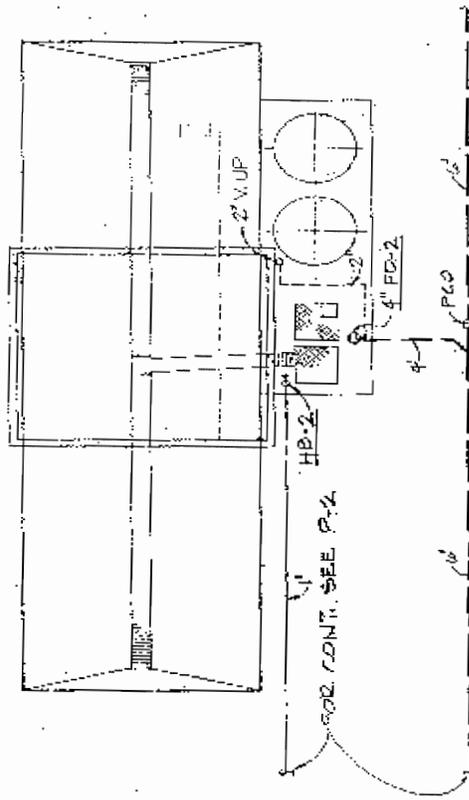
EXISTING BUS WASH REAR VIEW



EXISTING BUS WASH CLEARAFIER AND MECHANICISMS

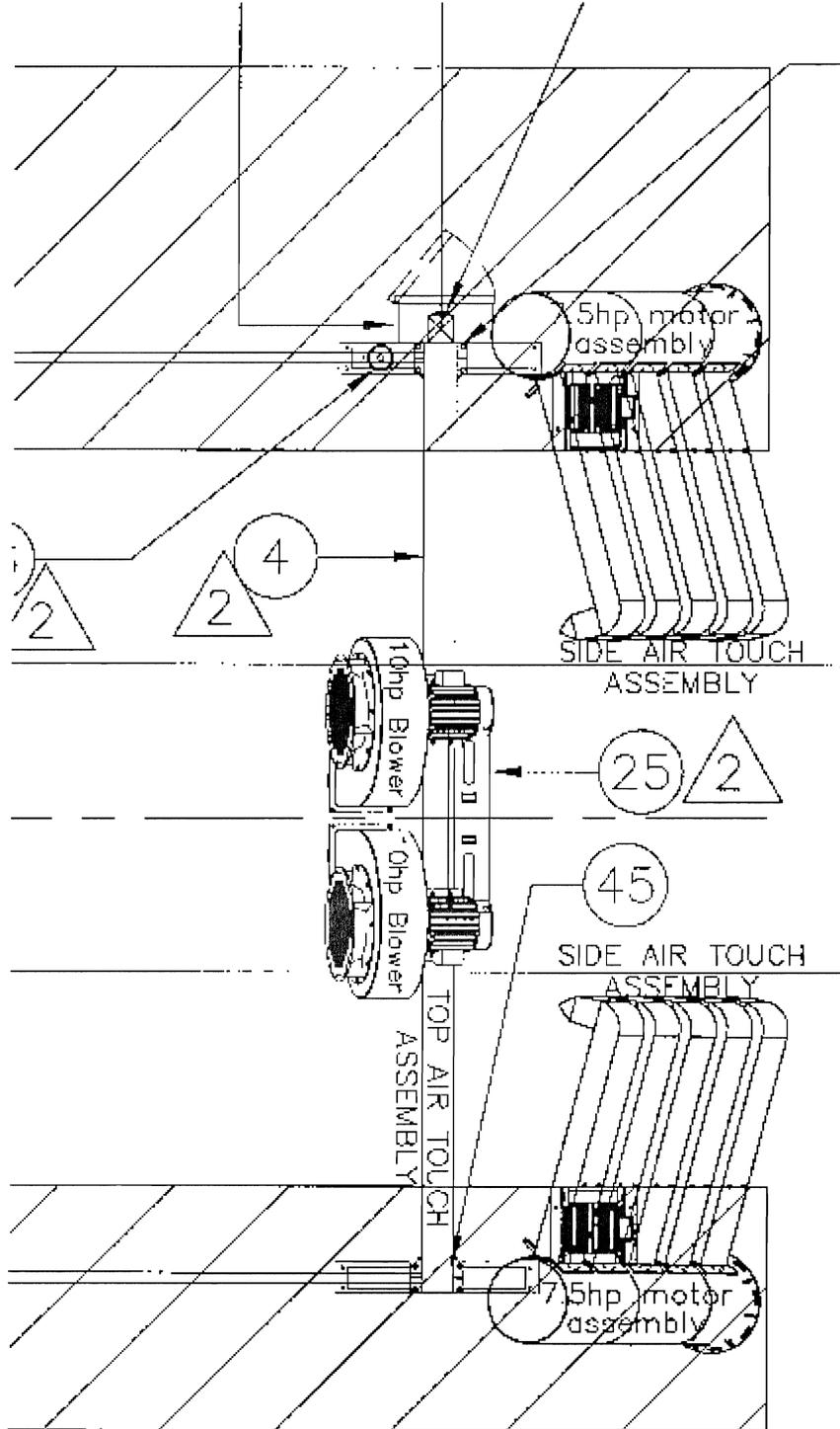


EXISTING BUS WASH FOOT PRINT PLAN



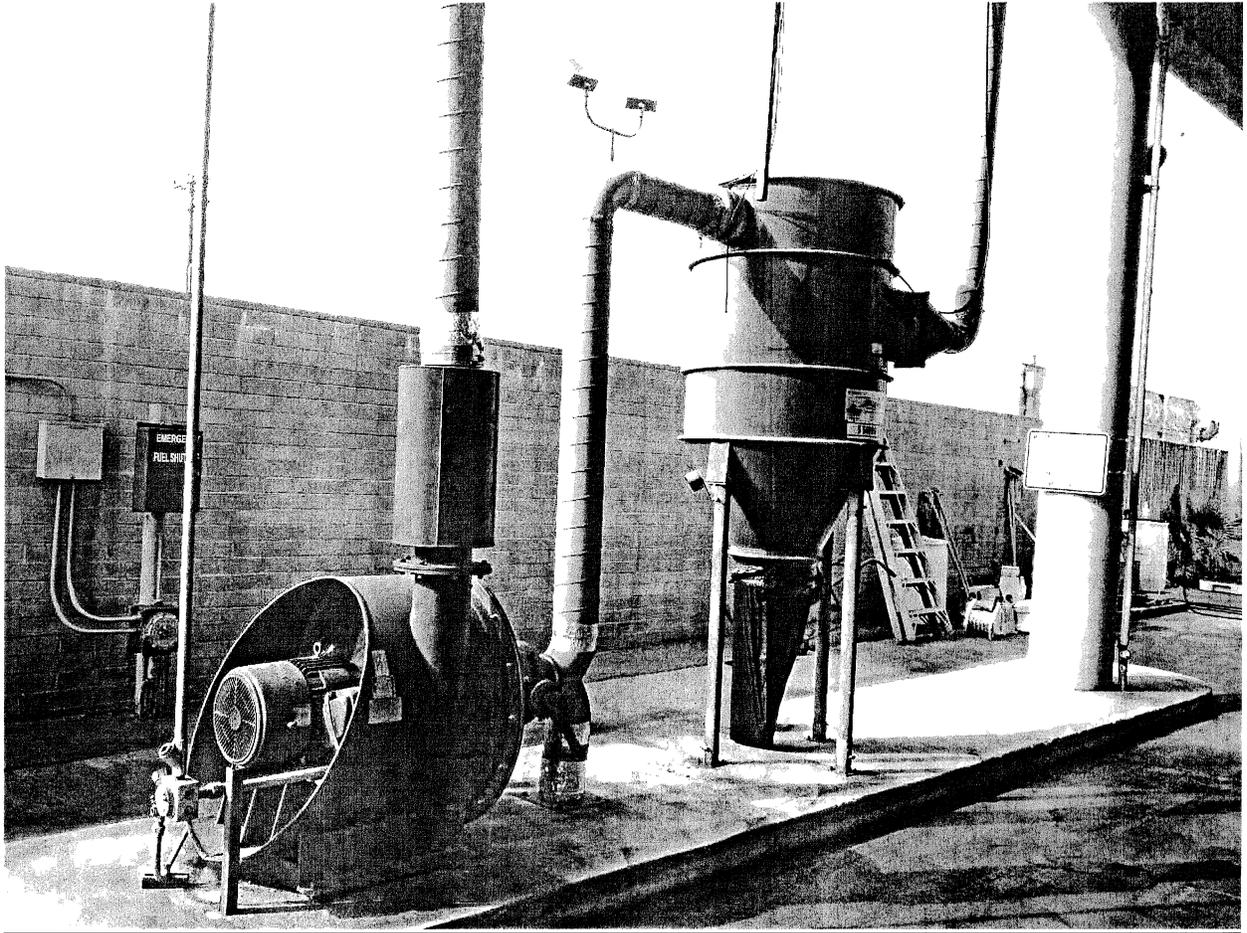
BUS WASH AREA (4)
NOT TO SCALE

BUS WASH DRIER (or APPROVED EQUAL)

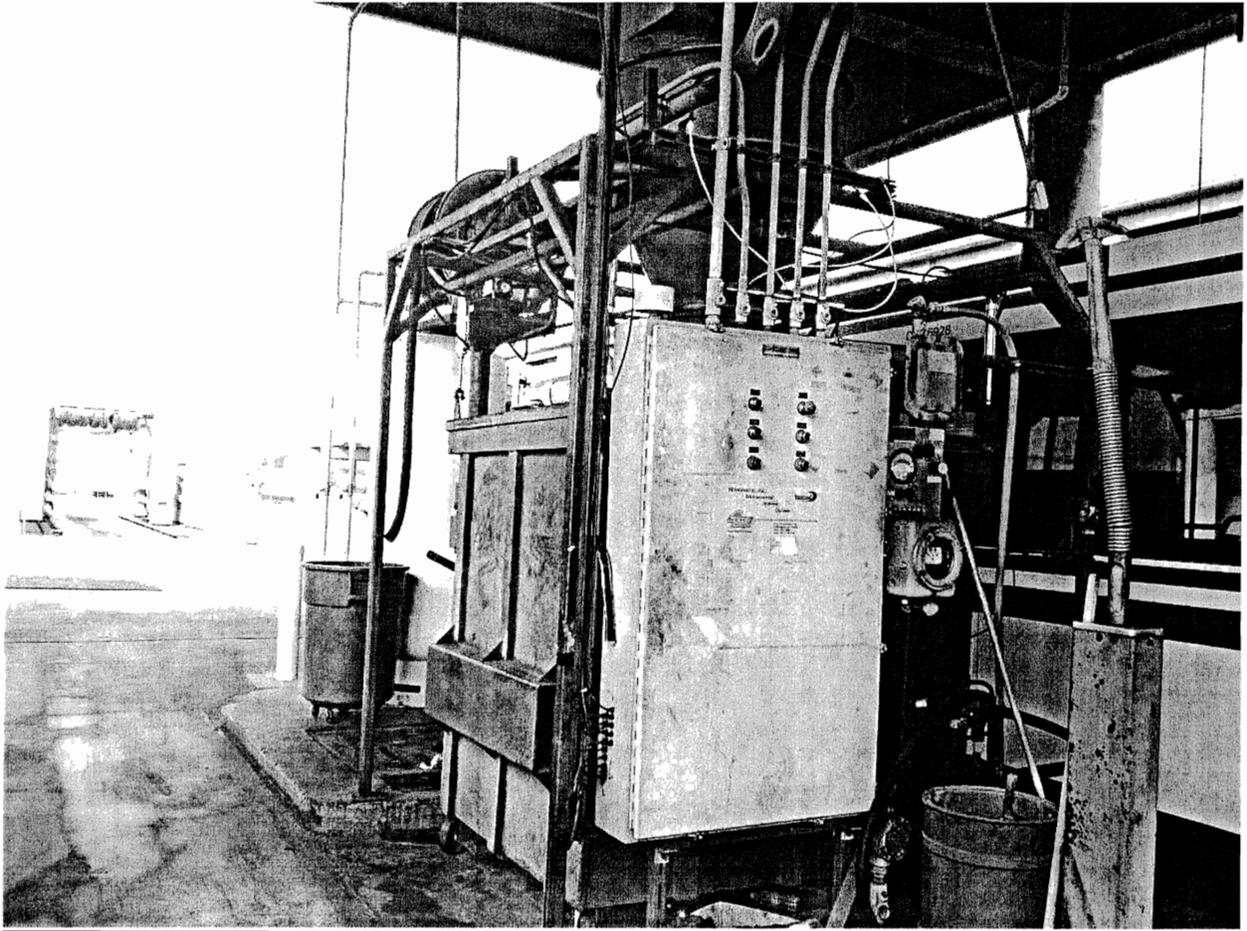


EXISTING VACUUM SYSTEM PICTURES AND DRAWINGS

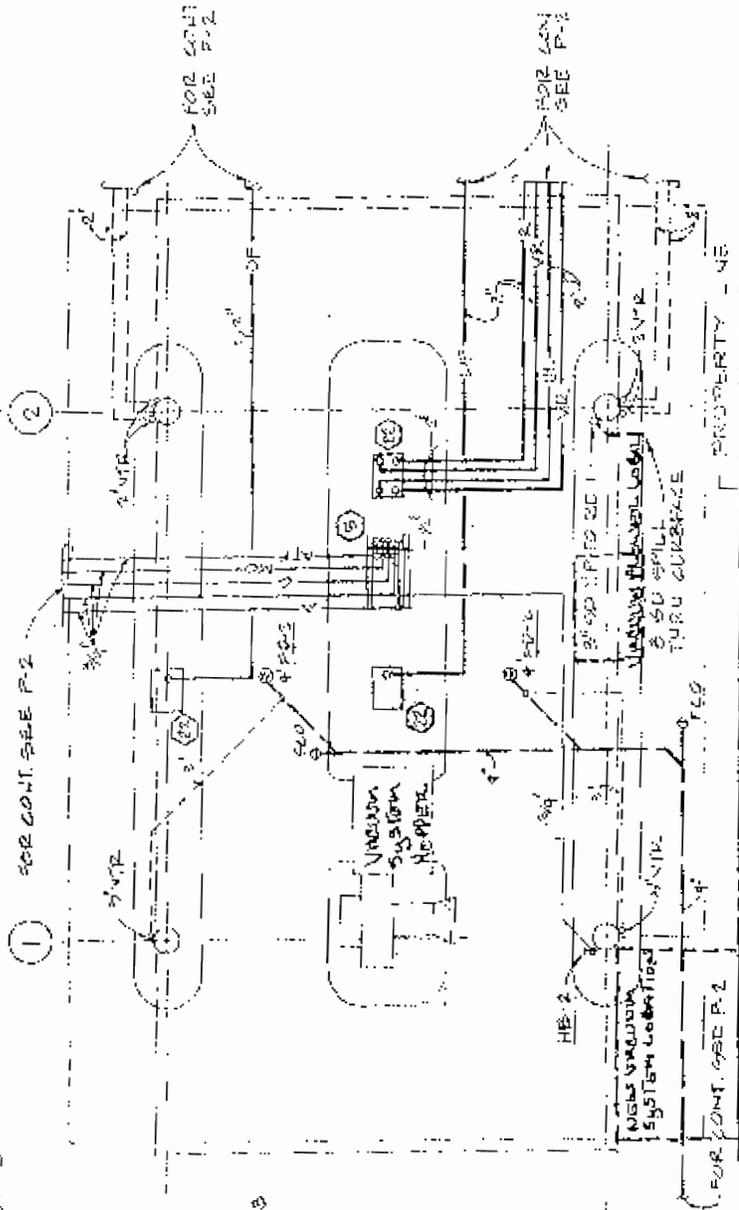
EXISTING VACUUM SYSTEM BLOWER



EXISTING VACUUM SYSTEM ELECTRICAL PANEL AND DUMP BIN



EXISTING VACUUM SYSTEM (FUEL ISLAND) FOOT PRINT PLAN



3/4" DIA. DN
 - FOR CONT. SEE P-2
 [BOWER]

A
 1/2" DIA. UP TO P-2
 - FOR CONT. SEE P-2

P-2
 4" SOON
 80' / 4'
 SEE P-3

FUEL ISLAND VACUUM SYSTEM LOCATION
 SCALE: 1/8" = 1'-0"

VACUUM SYSTEM LOCATION

**PART H
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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-258-2009-2

Issue Date: August 22, 2009

Expiration date of determination: June 30, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Los Angeles, Orange and Ventura Counties.

Classification	Employer Payments				Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday ^d	Total Hourly Rate	Hours	Daily (1½ X)	Saturday/ Holiday (1½ X)	Sunday ^e (2 X)	
Ready Mix Driver ^a	\$21.25	\$4.60 ^b	\$3.44	\$0.41 ^c	-	8.0	\$29.70	\$40.33	\$40.33	\$50.95

^a New hires will be subject to employment at hourly rates that are four dollars (\$4.00) less, three dollars (\$3.00) less, two dollars (\$2.00) less, and one dollar (\$1.00) less than the straight time hourly rate for time periods of twelve (12) months each until they reach the Journeyman basic hourly rate.

^b The contribution applies to all hours until \$796.50 is paid for the month.

^c \$0.98 after 4 months of service

\$1.39 after 1 year of service

\$1.80 after 7 years of service

\$2.21 after 14 years of service

^d Includes \$0.57 for Holidays after four (4) months, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^e Emergency work and breakdown on Sundays shall be paid at time and one-half (1½x) the straight time 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 as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-10-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

Classification	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health And Welfare ^a	Pension	Vacation And Holiday ^b	Training	Other	Total Hourly Rate	Daily (1½ X) ^c	Sunday/ Holiday (1½ X)	
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	-	-	8.0	\$19.465	\$27.965	\$27.965

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

*There is no predetermined increase applicable to this determination.

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 as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2012-2

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday/ Holiday 2X
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$30.00	7.27	7.24	5.89 ^b	0.45	0.15	8	51.00	66.00 ^c	66.00 ^c	81.00
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings. Dex-O-Tex	\$30.12	7.27	7.24	5.89 ^b	0.45	0.15	8	51.12	66.18 ^c	66.18 ^c	81.24
Floating and Troweling Machine Operator	\$30.25	7.27	7.24	5.89 ^b	0.45	0.15	8	51.25	66.375 ^c	66.375 ^c	81.50

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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>.

^a Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

^b Includes an amount for supplemental dues.

^c Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) 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 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: 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/PWD>. 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

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



PREDETERMINED INCREASE FOR

CEMENT MASON
(SC-23-203-2-2012-2)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES,
MONO, ORANGE, RIVERSIDE, SAN BERNARDINO,
SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2012**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

Cement Mason

Determination SC-23-203-2-2012-2 is currently in effect and expires on June 30, 2013**.

Effective on July 1, 2013, there will be an increase of \$1.00 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2012, Effective 9/1/2012.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2012

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

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$28.09	6.81	6.00	3.90	0.64	0.49	8	45.93	59.975	59.975	74.02
Group 2	28.64	6.81	6.00	3.90	0.64	0.49	8	46.48	60.80	60.80	75.12
Group 3	29.19	6.81	6.00	3.90	0.64	0.49	8	47.03	61.625	61.625	76.22
Group 4	30.74	6.81	6.00	3.90	0.64	0.49	8	48.58	63.95	63.95	79.32
Group 5	31.09	6.81	6.00	3.90	0.64	0.49	8	48.93	64.475	64.475	80.02

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

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 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: 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/PWD>. 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.

DETERMINATION: SC-23-102-2-2012-1

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type
Brush Shredders
Underground Laborer, including Caisson Bellower

GROUP 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2 1/2 ft. drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
High Scaler (including drilling of same)
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

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

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS (SC-23-102-2-2012-1)

ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO,
ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

These predetermined increases for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2012**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER

Determination SC-23-102-2-2012-1 is currently in effect and expires on June 30, 2013**.

Effective July 1, 2013, there will be an increase of \$1.50 to be allocated to wages and/or employer payments.

Effective July 1, 2014, there will be an increase of \$1.75: \$0.25 to pension and \$1.50 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2012, Effective 9/1/2012.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2012

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

CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey/person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$37.40	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$58.89	\$77.590	\$77.590	\$96.29
Group 2	\$38.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$59.67	\$78.760	\$78.760	\$97.85
Group 3	\$38.47	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$59.96	\$79.195	\$79.195	\$98.43
Group 4	\$39.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.45	\$81.430	\$81.430	\$101.41
Group 6	\$40.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.67	\$81.760	\$81.760	\$101.85
Group 8	\$40.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.78	\$81.925	\$81.925	\$102.07
Group 10	\$40.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.90	\$82.105	\$82.105	\$102.31
Group 12	\$40.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.07	\$82.360	\$82.360	\$102.65
Group 13	\$40.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.17	\$82.510	\$82.510	\$102.85
Group 14	\$40.71	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.20	\$82.555	\$82.555	\$102.91
Group 15	\$40.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.28	\$82.675	\$82.675	\$103.07
Group 16	\$40.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.40	\$82.855	\$82.855	\$103.31
Group 17	\$41.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.57	\$83.110	\$83.110	\$103.65
Group 18	\$41.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.67	\$83.260	\$83.260	\$103.85
Group 19	\$41.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.78	\$83.425	\$83.425	\$104.07
Group 20	\$41.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.90	\$83.605	\$83.605	\$104.31
Group 21	\$41.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.07	\$83.860	\$83.860	\$104.65
Group 22	\$41.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.17	\$84.010	\$84.010	\$104.85
Group 23	\$41.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.28	\$84.175	\$84.175	\$105.07
Group 24	\$41.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.40	\$84.355	\$84.355	\$105.31
Group 25	\$42.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.57	\$84.610	\$84.610	\$105.65

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

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 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: 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/PWD>. 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.

DETERMINATION: SC-23-63-2-2012-1

CLASSIFICATIONS:

GROUP 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engineer Oiler
Forklift Operator (includes load, lull or similar types – under 5 tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Heavy Duty Repairman Helper
Pump Operator
Signalman
Switchman

GROUP 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip Type
Conveyor Operator
Fireman
Forklift Operator (includes load, lull or similar types – over 5 tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
Petromat Laydown Machine
RJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (Wheel type up to 3/4 yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

GROUP 3

Asphalt Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types (Texoma Super Economator, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30 maximum)
Equipment Greaser (grease truck)
Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
Micro Tunneling Operator (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6ft.)
Vacuum or Muck Truck

GROUP 5 (for multi-shift rate, see page 9B)

Equipment Greaser (Grease Truck/Multi-Shift)

GROUP 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer
Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)

Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, Curb or Gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System Operator (below ground)
Pavement Breaker Operator
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yds.
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Volume Mixer Operator
Welder – General

GROUP 7 (for multi-shift rate, see page 9B)

Welder – General (Multi-Shift)

GROUP 8

Asphalt or Concrete Spreading Operator (tamping or finishing)
Asphalt Paving Machine Operator (barber greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar
Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (gunite work)
Compactor Operator - Self Propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator
Drill Doctor
Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucket or similar types - Watson 1500, 2000, 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired (Operating Weight 21,000 lbs - 100,000 lbs)
Global Positioning System/GPS (or Technician)
Grade Checker
Gradaill Operator
Grouting Machine Operator
Heavy Duty Repairman/Pump Installer
Heavy Equipment Robotics Operator
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourniau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobarck Chipper or similar types
Ozzie Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Pumperete Gun Operator
Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)
Rotary Drill Operator (excluding caison type)
Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)
Soil Remediation Plant Operator (CMI, Envirotech or Similar)
Soil Stabilizer and Reclaimer (WR-2400)
Somero SXP Laser Screed
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel H.P. and over, or similar – bulldozer, tamper, scraper and push tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating - Oiler or Journeyman Trainee required)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

DETERMINATION: SC-23-63-2-2012-1

GROUP 9 (for multi-shift rate, see page 9B)

Heavy Duty Repairman (Multi-Shift)

GROUP 10

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol - Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type - except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber - Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber - Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar - over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 1/2 yds.)

Welder - Certified

Woods Mixer Operator (and similar pugmill equipment)

GROUP 11 (for multi-shift rate, see page 9B)

Heavy Duty Repairman - Welder Combination (Multi-Shift)

Welder - Certified (Multi-Shift)

GROUP 12

Auto Grader Operator

Automatic Slp Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)

Excavator Truck/Rubber Tired (Operating Weight 100,000 lbs. - 200,000 lbs)

Hoe Ram or similar with compressor

Mass Excavator Operator - less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading - (two (2) or more units)

GROUP 13

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP 14

Canal Liner Operator

Canal Trimmer Operator

Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

GROUP 15

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

GROUP 16

Excavator Truck/Rubber Tired (Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15c) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive fifty cents (50c) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published on pages 13 and 14 of the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

GROUP 17

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

GROUP 20

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types -

GROUP 21

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

GROUP 24

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

LOCALITY: LOS ANGELES COUNTY
DETERMINATION: LOS-2012-2

#	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	EMPLOYER PAYMENTS				STRAIGHT-TIME		OVERTIME HOURLY RATE		
							VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
#	BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	08/22/2012	04/30/2013*	A 36.710	5.700	6.750	-	0.400	0.900	B 8.0	50.460	C 68.820	C 68.820	87.170	
#	BRICKLAYER:														
#	MASON FINISHER	08/22/2012	04/30/2013*	A 25.700	5.650	6.750	-	0.400	0.900	B 8.0	39.400	C 52.250	C 52.250	65.100	
#	BRICK TENDER	08/22/2012	06/30/2013*	27.170	6.810	6.000	D 3.900	0.650	0.420	B 8.0	44.950	58.530	58.530	72.120	
#	BRICK TENDER:														
#	FORKLIFT OPERATOR	08/22/2012	06/30/2013*	27.620	6.810	6.000	D 3.900	0.650	0.420	B 8.0	45.400	59.210	59.210	73.020	
#	CARPET, LINOLEUM, RESILIENT TILE LAYER	08/22/2012	04/29/2013**	A 30.850	4.980	2.700	2.050	0.830	0.200	8.0	41.610	57.040	E 57.040	72.460	
F	MATERIAL HANDLER	08/22/2012	04/29/2013**	A 9.250	4.980	0.950	0.550	0.830	0.100	8.0	16.660	21.280	E 21.280	25.910	
#	DRYWALL FINISHER	02/22/2012	09/30/2012*	H 29.190	5.950	4.120	3.070	0.670	0.470	8.0	43.470	58.060	I 58.060	72.660	
#	DRYWALL FINISHER	02/22/2012	09/30/2012*	A 33.220	5.950	4.120	3.070	0.670	0.470	8.0	47.500	64.110	I 64.110	80.720	
#	ELECTRICIAN:														
#	COMM & SYSTEM INSTALLER	08/22/2012	11/25/2012**	27.250	7.310	2.970	-	0.650	0.210	8.0	39.210	L 53.240	L 53.240	67.270	
	COMM & SYSTEM TECH.	08/22/2012	11/25/2012**	29.050	7.310	2.970	-	0.650	0.210	8.0	41.060	L 56.020	L 56.020	70.980	
	SOUND ELECTRICIAN	08/22/2012	11/25/2012**	30.050	7.310	2.970	-	0.650	0.210	8.0	42.090	L 57.570	L 57.570	73.040	
	INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	08/22/2012	01/27/2013**	37.950	10.640	11.620	M -	0.560	0.400	8.0	62.310	L 81.850	L 81.850	101.400	
	CABLE SPLICER-WELDER	08/22/2012	01/27/2013**	39.850	10.640	11.620	M -	0.560	0.400	8.0	64.270	L 84.790	L 84.790	105.310	
	TUNNEL WIREMAN	08/22/2012	01/27/2013**	41.750	10.640	11.620	M -	0.560	0.400	8.0	66.220	L 87.720	L 87.720	109.220	
	TUNNEL CABLE SPLICER	08/22/2012	01/27/2013**	43.840	10.640	11.620	M -	0.560	0.400	8.0	68.380	L 90.950	L 90.950	113.530	
	TRANSPORTATION SYSTEMS ELECTRICIAN	08/22/2012	01/27/2013**	37.900	10.640	11.670	M -	0.560	0.400	8.0	62.310	L 81.830	L 81.830	101.340	
	TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPLICING, WELDING, AND NETA TESTING)	08/22/2012	01/27/2013**	39.800	10.640	11.670	M -	0.560	0.400	8.0	64.260	L 84.760	L 84.760	105.260	
N	TRANSPORTATION SYSTEMS TECHNICIAN	08/22/2012	01/27/2013**	28.430	10.640	11.670	M -	0.560	0.400	8.0	52.550	L 67.190	L 67.190	81.840	
#	FIELD SURVEYOR:														
O	CHIEF OF PARTY (018.167-010)	02/22/2012	09/30/2012**	40.940	11.200	5.950	D 4.020	0.900	0.150	8.0	63.160	L 83.630	L 83.630	104.100	
O	INSTRUMENTMAN (018.167-034)	02/22/2012	09/30/2012**	38.440	11.200	5.950	D 4.020	0.900	0.150	8.0	60.660	L 79.880	L 79.880	99.100	
O	CHAINMAN/RODMAN (869.567-010)	02/22/2012	09/30/2012**	37.860	11.200	5.950	D 4.020	0.900	0.150	8.0	60.080	L 79.010	L 79.010	97.940	
#	GLAZIER	08/22/2012	05/31/2013*	Q 38.950	6.250	12.890	S -	0.770	0.530	8.0	59.390	T 77.870	T 77.870	96.340	
#	MARBLE FINISHER	08/22/2012	05/31/2013**	U 27.040	7.560	2.710	-	0.530	0.330	V 8.0	38.170	W 51.690	X 51.690	Y 65.210	
#	PAINTER:														
Z	PAINTER, LEAD ABATEMENT	08/22/2012	06/30/2013*	H 29.320	5.700	3.040	1.050	0.590	0.820	8.0	40.520	AA 55.180	AA 55.180	AA 55.180	
Z	REPAINT PAINTER, LEAD ABATEMENT	08/22/2012	06/30/2013*	H 26.050	5.700	3.040	1.050	0.590	0.820	8.0	37.250	AB 50.270	AB 50.270	AB 50.270	
AC	PAINTER, LEAD ABATEMENT	08/22/2012	06/30/2013*	H 25.200	5.700	3.040	1.050	0.590	0.820	8.0	36.400	AA 49.000	AA 49.000	AA 49.000	
AC	REPAINT PAINTER, LEAD ABATEMENT	08/22/2012	06/30/2013*	H 23.100	5.700	3.040	1.050	0.590	0.820	8.0	34.300	AB 45.850	AB 45.850	AB 45.850	
Z	INDUSTRIAL PAINTER	08/22/2012	06/30/2013*	H 29.320	5.700	3.040	1.050	0.590	0.820	8.0	40.520	AA 55.180	AA 55.180	AA 55.180	

LOCALITY: LOS ANGELES COUNTY
 DETERMINATION: LOS-2012-2

	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 PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY		
Z	INDUSTRIAL REPAINT PAINTER	08/22/2012	06/30/2013*	H 26.050	5.700	3.040	1.050	0.590	0.820	8.0	37.250	AB 50.270	AB 50.270	AB 50.270		
#	PLASTERER	08/22/2012	08/06/2013**	AD 32.650	7.880	4.210	3.010	0.500	0.950	AE 8.0	49.200	64.460 AF 64.460	64.460 AF 64.460	79.710		
#	AG PLASTER TENDER	08/22/2012	08/06/2013**	30.000	6.810	5.400 AH 4.500	4.500	0.900	0.840	8.0	48.450	63.450 AI 63.450	63.450 AI 63.450	78.450		
#	PLASTER CLEAN-UP LABORER	08/22/2012	08/06/2013**	27.450	6.810	5.400 AH 4.500	4.500	0.900	0.840	8.0	45.900	59.630 AI 59.630	59.630 AI 59.630	73.350		
#	PLUMBER:															
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2012	06/30/2013**	U 38.570	7.660	AJ 10.520 AK 3.030	3.030	1.500	AL 0.620	8.0	61.900	AM 81.900 AM 81.900	81.900	100.390		
	SEWER AND STORM DRAIN PIPELAYER	08/22/2012	06/30/2013**	U 30.000	7.160	AJ 7.620 AK 1.000	1.000	1.230	AL 0.620	8.0	47.630	62.330 V 62.330	62.330	76.530		
	SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/2012	06/30/2013**	U 16.020	7.160	0.380	-	0.660	AL 0.470	8.0	24.690	31.900 V 31.900	31.900	39.110		
AN	LANDSCAPE/IRRIGATION FITTER	08/22/2012	12/31/2012**	U 24.860	7.660	AJ 8.630 AK 2.490	2.490	0.800	AL 0.370	8.0	44.810	58.480	58.480	70.910		
	LANDSCAPE/IRRIGATION TRADESMAN	08/22/2012	12/31/2012*	U 12.430	2.000	AJ 0.880	-	0.100	AL 0.370	8.0	15.780	22.000	22.000	28.210		
	REFRIGERATION SERVICE AND REPAIR (HVACR)	08/22/2012	09/30/2012*	A 39.940	6.520	AO 8.690 M	-	1.300	AP 0.510	8.0	56.960	76.930 AQ 76.930	76.930	95.750		
	REFRIGERATION SERVICE AND REPAIR TRADESMAN (HVACR)	08/22/2012	09/30/2012*	A 10.900	6.520	1.260 M	-	0.500	AP 0.390	8.0	19.570	25.020 AQ 25.020	25.020	30.020		
AR	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2012	12/31/2012**	33.030	8.420	AS 10.350	-	0.450	AT 0.250	8.0	52.500	69.010	69.010	85.530		
AT	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	02/22/2012	12/31/2013**	40.560	8.670	13.600 M	-	1.350	AU 0.500	8.0	64.680	84.960 AV 84.960	84.960	105.240		
#	ROOFER	08/22/2011	07/31/2012*	AW 34.650	5.860	AX 4.410 S	-	0.300	0.350	8.0	45.570	AM 61.110 AM 61.110	61.110	76.640		
	PITCH WORK	08/22/2011	07/31/2012*	AW 36.400	5.860	AX 4.410 S	-	0.300	0.350	8.0	47.320	AM 63.730 AM 63.730	63.730	80.140		
	PREPARER	08/22/2011	07/31/2012*	AW 35.650	5.860	AX 4.410 S	-	0.300	0.350	8.0	46.570	AM 62.600 AM 62.600	62.600	78.640		
#	AY SHEET METAL WORKER	08/22/2012	12/31/2012**	H 41.450	8.370	10.850	-	1.120	0.470	8.0	62.260	AZ 82.990 AZ 82.990	82.990	103.710		
#	BA SHEET METAL WORKER	02/22/2012	06/30/2012*	32.950	7.870	BB 9.290	-	1.720	0.300	8.0	52.130	BC 68.610 BC 68.610	68.610	85.080		
	LIGHT COMMERCIAL SHEET METAL WORKER UP TO AND INCLUDING 10,000 SQUARE FEET.	02/22/2012	06/30/2012*	26.360	7.870	BB 9.290	-	1.720	0.300	8.0	45.540	58.720	58.720	58.720		
#	TERRAZZO WORKER	08/22/2008	08/30/2009*	A 33.630	6.860	3.150 M	-	0.570	0.120	8.0	44.330	W 61.150 X 61.150	61.150	77.960		
#	TERRAZZO FINISHER	08/22/2008	08/30/2009*	A 26.590	6.200	3.150 M	-	0.360	0.120	8.0	36.420	W 49.720 X 49.720	49.720	63.010		
#	TILE FINISHER	08/22/2012	05/31/2013**	U 22.370	7.000	1.800	-	0.520	0.330	8.0	32.020	W 43.210 X 43.210	43.210	54.390		
#	TILE LAYER	08/22/2012	05/31/2013**	U 33.550	7.660	5.500	-	0.680	0.330	8.0	47.720	W 64.490 X 64.490	64.490	81.270		

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-2012-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
CARPET, LINOLEUM, RESILIENT TILE LAYER	08/22/2012	04/29/2013**	04/30/2013													
MATERIAL HANDLER	08/22/2012	04/29/2013**	04/30/2013	A												
ELECTRICIAN:																
COMM & SYSTEM INSTALLER	08/22/2012	11/25/2012**	11/26/2012	C	11/25/2013	\$0.60	C	05/26/2014	\$0.60	C						
COMM & SYSTEM TECH.	08/22/2012	11/25/2012**	11/26/2012	C	11/25/2013	\$0.60	C	05/26/2014	\$0.60	C						
SOUND ELECTRICIAN	08/22/2012	11/25/2012**	11/26/2012	C	11/25/2013	\$0.60	C	05/26/2014	\$0.60	C						
INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	08/22/2012	01/27/2013**	01/28/2013	C	07/29/2013	\$0.90	C	01/27/2014	\$0.90	C						
CABLE SPLICER-WELDER	08/22/2012	01/27/2013**	01/28/2013	C	07/29/2013	\$0.90	C	01/27/2014	\$0.90	C						
TUNNEL WIREMAN	08/22/2012	01/27/2013**	01/28/2013	C	07/29/2013	\$0.90	C	01/27/2014	\$0.90	C						
TUNNEL CABLE SPLICER	08/22/2012	01/27/2013**	01/28/2013	C	07/29/2013	\$0.90	C	01/27/2014	\$0.90	C						
TRANSPORTATION SYSTEMS ELECTRICIAN	08/22/2012	01/27/2013**	01/28/2013	C	07/29/2013	\$0.90	C	01/27/2014	\$0.90	C						
TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPLICING, WELDING, AND NETA TESTING)	08/22/2012	01/27/2013**	01/28/2013	C	07/29/2013	\$0.90	C	01/27/2014	\$0.90	C						
TRANSPORTATION SYSTEMS TECHNICIAN	08/22/2012	01/27/2013**	01/29/2013	C	07/29/2013	\$0.90	C	01/27/2014	\$0.90	C						
FIELD SURVEYOR:																
CHIEF OF PARTY (018.167-010)	02/22/2012	09/30/2012**	10/01/2012	C	06/01/2013	\$1.50	C									
INSTRUMENTMAN (018.167-034)	02/22/2012	09/30/2012**	10/01/2012	C	06/01/2013	\$1.50	C									
CHAINMAN/RODMAN (889.567- 010)	02/22/2012	09/30/2012**	10/01/2012	C	06/01/2013	\$1.50	C									
MARBLE FINISHER	08/22/2012	05/31/2013**	06/01/2012	C	08/01/2013	\$1.50	C									
PLASTERER	08/22/2012	09/06/2013**	09/07/2013	C												
PLASTER TENDER	08/22/2012	09/06/2013**	09/07/2013	C												
PLASTER CLEAN-UP LABORER	08/22/2012	09/06/2013**	09/07/2013	C												
PLUMBER:																
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2012	06/30/2013**	07/01/2013	C												
SEWER AND STORM DRAIN PIPELAYER	08/22/2012	06/30/2013**	07/01/2013	C												
SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/2012	06/30/2013**	07/01/2013	C												
LANDSCAPE/IRRIGATION FITTER	08/22/2012	12/31/2012**	01/01/2013	C	07/01/2013	\$1.25	C	01/01/2014	\$1.50	C						
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2012	12/31/2012**	01/01/2013	I												
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	02/22/2012	12/31/2013**	01/01/2014	C												
K SHEET METAL WORKER	08/22/2012	12/31/2012**	01/01/2013	L	07/01/2013	\$0.50	M	01/01/2014	\$0.70	N						

LOCALITY: LOS ANGELES COUNTY
DETERMINATION: LOS-2012-2

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 APPRENTICABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 1, 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 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 EMPLOYEE.
- C RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- D INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- E RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT 2X
- F A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- G RATE ONLY APPLIES TO WORK PERFORMED IN ANTELOPE VALLEY.
- H INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- I 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.
- J 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.
- K INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- L 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.
- M INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- N THE MAXIMUM ALLOWABLE RATIO IS ONE TRANSPORTATION SYSTEMS TECHNICIAN TO ONE JOURNEYMAN ON EACH JOB.
- O DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- P RATE APPLIES TO WORK PERFORMED ON SUNDAYS AND HOLIDAYS
- Q 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.
- R INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- S INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- T RATE APPLIES TO THE FIRST 4 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.
- U INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- V 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.
- W RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- X RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.
- Y RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- Z AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AA DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AB ON REPRINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK. PROVIDED THAT THE 40 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.
- AC RATE ONLY APPLIES TO WORK PERFORMED IN ANTELOPE VALLEY. AN ADDITIONAL \$0.25 PER HOUR IS ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AD INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF. EMPLOYEES WORKING ON SCAFFOLDS SUSPENDED BY CABLE OR ROPE SHALL RECEIVE AN ADDITIONAL ONE DOLLAR (\$1.00) PER HOUR.
- AE 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.
- AF RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

**LOCALITY: LOS ANGELES COUNTY
DETERMINATION: LOS-2012-2**

THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: FOR INSIDE BROWN COATINGS THERE SHALL BE NOT MORE THAN 3 PLASTERERS TO 2 PLASTER TENDERS; FOR INSIDE AG FINISH COATINGS THERE SHALL BE NOT MORE THAN 3 PLASTERERS TO 1 PLASTER TENDER; ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE NOT MORE THAN 2 PLASTERERS TO 1 PLASTER TENDER.

AH INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.

AI 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.

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

AK FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

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

AM 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.

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

AO INCLUDES AN AMOUNT FOR 401A PLAN.

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

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

AR RATE APPLIES TO REMAINDER OF COUNTY.

AS INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

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

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

AV RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

AW INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.

AX INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.

AY APPLIES TO THAT PORTION OF THE COUNTY SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES.

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

BA 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.

BB INCLUDES NATIONAL PENSION PLAN, 401-K PLAN AND RETIREE'S SUPPLEMENTAL HEALTH PLAN.

BC 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.

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 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/EWD](http://www.dir.ca.gov/OPRL/EWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: 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/EWD](http://www.dir.ca.gov/OPRL/EWD). 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.

