



**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**ARCHITECTURE, ENGINEERING AND DESIGN SERVICES**  
**CITY OF COMMERCE**  
**TRANSPORTATION AND PUBLIC WORKS FACILITY**

Purchasing Division, Care of City Clerk's Office  
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**RFP CLOSING DATE: MARCH 4, 2020**  
**RFP CLOSING TIME: 2:00 PM PACIFIC DAYLIGHT TIME**  
**LAST DAY TO SUBMIT QUESTIONS TO PURCHASING: FEBRUARY 24, 2020**

	SUBMITTED BY:
Company Name:	_____
Address:	_____
Phone No.:	_____
Fax No.:	_____
Contact:	_____

An electronic copy of this RFP and attachments, if any, is available from the City's website that navigates to Planetbids at: <http://www.ci.commerce.ca.us>. Proposer can also download the RFP directly through the City Planetbids website (vendor registration is required) at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=32906>. Proposer must submit one (1) original, one (1) CD disc or USB drive and two (2) hard copies of the completed proposal documents. Electronic or emailed RFP submissions shall be rejected.

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## SECTION I – PROCUREMENT SCHEDULE

February 4, 2020	Publish RFQ
February 20, 2020 at 1:00 p.m.	Non-mandatory pre-submittal meeting in Transportation Training Room, located at 5555 Jillson Street, Commerce, CA 90040
February 24, 2020 by 2:00 p.m.	Questions/clarifications due
March 4, 2020 by 2:00 p.m.	Submittals Due
Approximately Week of March 23, 2020 Final Selection and Notice to Proceed	

## SECTION II – INTRODUCTION & BACKGROUND

### A. INTRODUCTION

The City of Commerce (City) is constructing a new facility to house the existing and future operations of the City of Commerce - Transportation Department (CTD) and Public Works Department (PWD). The purpose of this Request for Qualifications (RFQ) is to solicit services of a consultant to provide architect and engineering services to design a Transportation Maintenance (TMPWF) Public Works Facility. CTD and PWD intend to use the results of this Request for Qualifications (RFQ) to evaluate and select a firm in order to negotiate a contract for the listed Architectural /Engineering services. CTD is a municipally owned and operated public transit system that provides fixed route and dial-a-ride services for the City of Commerce. The service area is approximately 6.6 square miles with an annual ridership of approximately six-hundred and five thousand (605K). PWD serves four (4) parks, libraries and community centers, and additional City facilities. PWD also maintains the City's public infrastructure.

The current City fleet consists of one-hundred (100) passenger vehicles and light trucks, sixty (60) trailers and lawn mowers, two (2) heavy duty Caterpillar trucks, eleven (11), thirty-five foot (35') heavy duty CNG transit buses, six (6) forty foot (40') heavy duty CNG transit buses, six (6) forty (40') heavy duty diesel over-the-road coaches and six (6) twenty four foot (24') cutaway CNG paratransit vans, and one (1) heavy duty CNG shop truck. Transit hours of service are Monday-Sunday 4:30 a.m. to 10:30 p.m. Dial-a-ride (DAR) service operates Monday-Friday from 7 am to 5pm.

***Qualified contractors are being sought through this solicitation process to provide the services of a consultant to provide architect and engineering services to design all aspects of the construction of a TMPWF.***

## B.BACKGROUND

The site selected for the new transit office/maintenance and Public Works facility (TMPWF) is located at: 5926 Sheila Street, Commerce, CA 90040. The site is located just South of Sheila Street, between S. Eastern Avenue and Interstate 5, in the City of Commerce in Los Angeles County. The site former Commerce Refuse-to-Energy Authority (CREA) facility (Latitude: 33.994836 N Longitude: 118.153387 W) consists of 6.51 acres (283,677 ft.<sup>2</sup>).

The consultant shall tour the existing facilities to gain an understanding of current operating procedures, philosophies, and conditions for Commerce transit and Public Works, and conduct programming interviews with key staff to develop the functional and operational needs of the new TMPWF. Additionally, review the existing projections and requirements for all aspects of the new TMPWF, including staff, vehicles, dispatch, bus wash facility, administration offices, shop storage, maintenance bays, employee lockers, showers, electric vehicle charging stations, parking, support facilities, training room, conference room, clearance and building security. The information learned through the program review will result in a space needs program based on the current and projected vehicles and an appropriate future growth in City buses and vehicles. Space needs shall be reviewed and updated for all interior and exterior spaces, as well as total site area requirements.

Relevant information from the space needs program and current operations will be reviewed to define the actual site configuration and building footprints of the new TMPWF. The consultant shall develop layouts, which will be reviewed with key City staff until a consensus is reached on the design of the project. A final report shall be prepared in draft form summarizing the process, including the space needs program, stakeholder interview notes, and final site plan with the consultant's recommendation for review by the City, prior to finalizing the report. The site plan will be designed to accommodate the bus and emergency access vehicle turning movements and we will confirm the sight distance at all entrances. The draft report will also include cost estimates.

The consultant shall develop and provide a conceptual design for the new TMPWF. The concept design drawings will feature all required facilities including, but not limited to administrative, operations, dispatch, bus maintenance, bus wash facility, and electric vehicle charging stations. The conceptual design drawings will provide detailed floor plans for all programmed spaces, parking, etc. showing color coded functional adjacencies and square footage schedules for all drawings. The consultant shall prepare a full color rendered perspective of the project. The rendering shall be provided in both large print and electronic formats. The consultant shall prepare a second, more detailed project construction cost budget based on conceptual design drawings. As part of project, a traffic study shall be conducted to identify and address any potential circulation network impacts resulting from proposed relocation of the transportation department facility.

The study will be prepared in accordance with applicable City and County guidelines. The consultant will conduct research with the appropriate agencies to identify future

planned roadway improvements, if any, which will occur within the project study area. The consultant will obtain recently completed traffic impact studies and information on other projects located in vicinity of the proposed project, as applicable. This task shall also include a review to inventory the existing intersection geometrics and controls, the number of through travel lanes on roadways, pedestrian, bicycle, parking and transit facilities, and existing land uses within the study area. The traffic generation of the proposed project will be based on the latest project site plan and the planned level of bus operations as discussed and confirmed with the City transportation department. The project geographical trip distribution will be based in accordance with site development, the local and regional roadway network characteristics, and the bus route structures and operating practices of the transportation department.

Based on review of studies prepared for similar facilities, the proposed project is anticipated to generate approximately 830 weekday passenger car equivalent (PCE) vehicle trips with 60 trips during the AM peak hour, 54 during the noon peak, and 30 trips during the PM peak hour. This trip generation does not include any trip reduction associated with elimination of the existing site Commerce Refuse-to-Energy land use. A typical threshold for an off-site intersection to be included in a traffic study is a location that receives a minimum of 50 peak hour project trips. Based on the location of the proposed site along Sheila Street and the existing site at 5555 Jillson Street, we believe an appropriate study area will include up to nine (9) existing intersections with four (4) signalized and five (5) stop-controlled. The study area is anticipated to be generally along Washington Boulevard and Sheila Street from Commerce Way to Fidelia Avenue. The traffic study area and intersections must be confirmed by the City, prior to the preparation of the study.

#### C.PURPOSE

The purpose of this Request for Qualifications (RFQ) is to engage the services of a qualified, responsive, and responsible architectural firm that will provide as-needed architectural, engineering and construction management services under a task-based contract. The program envisioned for this project is aimed at designing/engineering a new administrative, operations and maintenance facility.

#### D.CITY OF COMMERCE RIGHTS

The City of Commerce (City) reserves the right to cancel this RFQ or postpone the date and time for submitting proposals at any time prior to the due date. The City specially reserves the right to reject any or all submittals including, without limitation, nonconforming, nonresponsive, or conditional submittals, to investigate the responsibility of any Vendor, to reject any provisions in an submittal, to waive any informalities or non-material deviations in any submittal, to request new submittals, or to proceed to obtain the services otherwise. No Vendor shall have the right to make a claim against the City in the event the City accepts a submittal or does not accept any or all submittals.

## **SECTION III – SCOPE OF SERVICES**

The scope defines the CTD's requirements for delivering services for the planning, design, permitting and construction of the proposed TMPWF and providing the necessary services to bring the project to fruition. The proposed scope itemizes the various tasks and subtasks to develop a level of detail on each task that shall lead to providing a functional facility. The scope of services comprises eight major tasks, discussed on the following pages:

### **Site Master Planning**

- Task 1: Review Existing Conditions
- Task 2: Facility Programming
- Task 3: Conceptual Layouts

### **Architectural and Engineering Design**

- Task 4: Schematic Design
- Task 5: Design Development
- Task 6: Construction Contract Documents

### **Bid Phase and Construction Phase Services**

- Task 7: Contractor Bidding and Award
- Task 8: Construction Phase Services

## **TASK 1: REVIEW EXISTING CONDITIONS**

Task 1 consists of identifying existing conditions and criteria to be used during the other project tasks.

### **1.1 Field Topo/Utility Survey of Selected Site**

A surveyor shall be contracted by the Design Team to provide current topographic surveys of the proposed site based on the most current USGS data. Additional survey information that shall be required by the project shall be identified by the Design Team and shall be gathered by whatever additional survey efforts are necessary. Utility locations are to be identified, as well as any restrictions that may be attached to the proposed site. As part of the overall effort, the Design Team is to study existing site conditions to identify possible site issues that may affect locations of new structures. The Design Team shall verify (or perform) measurements on the survey and provide documentation to the owner.

## 1.2 Site Visit

The Design Team shall visit the proposed site to become familiar with site constraints and to validate the findings in the following two Concept Plan documents: The Design Team shall review the drainage characteristics of the proposed site, including any existing drainage channels and structures, outfalls, and the need for oil/water separators. The Design Team shall review access and egress opportunities and determine the need for traffic control or roadway improvements. The condition of the site shall be reviewed, as well as locations of incoming utilities. The Design Team shall perform photo-documentation and provide documentation to the CIP Facility Project Manager.

## 1.3 Phase I Geotechnical Investigation

The City of Commerce shall be conducting a Phase I geotechnical investigation at the project site and will provide the Design Team with an initial assessment of soil conditions that may affect installation of the administration, operations and maintenance building, ancillary equipment (fueling, washing, etc.) and pavement improvements. The Phase I investigation shall include compilation and review of available geotechnical and geological information regarding the study area, including past and current site usage. Laboratory tests shall also be carried out on recovered soil samples to aid soil classification and determination of pertinent engineering properties.

The results of the Phase I geotechnical investigation shall be summarized in a written report with all test results attached and a copy shall be forwarded to the Design Team. The report will include preliminary assessments of site preparation needs, foundation support considerations and recommendations for additional investigation at the site that shall be required for final design.

## 1.4 Financial Review

To date, the City has allocated approximately \$1 million in FTA Section 5307 funds toward the transportation maintenance facility project (including this design and engineering phase). As part of this subtask, the Design Team will test the City's financial capacity to complete the project, including assistance in determining methods of financing the project. This financial planning assistance will continue throughout the design/engineering process so that the City can respond quickly to any refinements in the estimated construction cost. At the outset of this task, the Design Team will review the City's historical funding streams, projected facility operating costs, and determine any weaknesses in our established governing documents to determine if the City should consider new policies that will expand our opportunities to fund the TMPWF project.

This will also include a review of potential new funding sources that could potentially be pursued. New funding sources may include Federal and State discretionary capital funds, New Market Tax Credit funds, Federal and State infrastructure banks, private/public partnerships, municipal bonding, and traditional borrowing through a bank(s). If municipal debt financing is ultimately recommended as part of this task, the Design Team will assist the City in developing policies and procedures necessary to issue the financing instruments, as well as helping to develop a scope of work to eventually procure municipal debt advisor services and specialized counsel services.

As the potential issuer, the City must ensure the selected municipal debt advisor has the necessary expertise to assist us in determining the best type of financing for the agency, selecting other finance professionals, planning the debt financing instrument sale, and successfully selling and closing the debt instruments. While a municipal advisor plays a key role on the financing team, the Design Team will assist the City in developing a plan and accompanying policies such that the City will remain in control of the decision-making process necessary for the issuance and sale of the debt instrument and/or implementing the financing.

#### 1.5 Transportation Electrification Readiness

The CTD intends for the new bus maintenance facility to accommodate future battery-electric bus and possible hydrogen fuel-cell vehicle technologies. The Design Team will assess our transportation electrification needs based on the current miles operated by each vehicle type (over-the-road coaches, 35- and 40-foot heavy-duty buses, 30- to 35-foot medium-heavy duty buses, cutaway paratransit vans, and wheelchair-accessible minivans), the operating profile of each driver/bus block assignment, and current bus technologies. The Design Team will also project the CTD's future transportation electrification needs based on a 1% annual growth in our fleet miles.

#### **TASK 1 DELIVERABLES:**

- Topographic and boundary surveys;
- Utility location survey;
- Geotechnical report;
- Preliminary report of the City's financial capacity to implement the project, including necessary steps the City must take should municipal debt financing be pursued; and
- Transportation Electrification Readiness Plan

#### **TASK 2: FACILITY PROGRAMMING**

Task 2 consists of research and validation of any existing space programming and operating requirements for each functional area in the proposed facility, such as office space, storage (equipment and material) and vehicle parking areas, and areas to be allocated to nonrevenue vehicles, employee parking, and landscaping to include areas required by local jurisdictional agencies (e.g., water retention/detention).

#### 2.1 User Group Interviews

During the kickoff meeting, the Design Team shall meet with CTD and Public Works staff to discuss the Scope of Services, the plan of action, and the project schedule. Participants shall include the CTD Transportation and Public Works Directors, the CTD Maintenance Manager and the CTD and Public Works Operations Staff, as well as planning from the City of Commerce. The intent of these meetings is to ascertain the operating characteristics of the proposed facility and any special operating conditions or methods that would influence the programming and design of the facility. This shall be the first step in developing the facility space validation program.



Management staff interviews: The management staff will help to identify CTD and PWD employees for the various functional areas and work with the project team in setting up user interviews and detailed tours of the functional areas. This will be the second step in validating the facility space program. User group interviews: As part of the ongoing interviews, the team will meet with supervisors and lead personnel to understand the operational and functional requirements of the site. Members of the Design Team specializing in programming and functional requirements will interview personnel and gather information to validate space and equipment needs as currently defined in the Concept Plan. The team will generate equipment lists, design criteria and space needs for the offices and storage areas.

Operation observations: As a continuation of the user interviews, members of the Design Team will observe operations personnel during shift operations (i.e., early morning bus departures and mid-day shift changes) to better understand needs and identify current constraints that may prevent personnel from functioning at a peak level of production. This will require observations at the CTD's current facility located at 5555 Jillson Street, Commerce, CA 90040; and PWD facilities are located at 5625 Jillson Street and 5605 Sheila Street, Commerce, CA 90040. This is critical in identifying restrained performance due to space or equipment needs. Observations will also provide valuable input in the preparation of any alternative facility concept plans.

## 2.2 Functional Criteria

The conceptual design drawings shall provide detailed floor plans for all programmed spaces, parking, etc. showing color coded functional adjacencies and square footage schedules for all drawings. The consultant shall prepare a full color rendered perspective of the project. The rendering shall be provided in both large print and electronic formats. The consultant shall prepare a second, more detailed project construction cost budget based on conceptual design drawings.

## 2.3 Program Development

This sub-task consists of research and validation of the space program and operating requirements for each functional area in the proposed modular office building, such as office space, materials storage, bus parking, non-revenue vehicle parking, employee parking, landscaping and other operational needs.

Early on, the Design Team must review and understand all environmental mitigation measures, and each must be considered in all phases of the work. Below is a summary list of the 15 measures:

### **Preconstruction:**

- CUL-1: Archeological Testing Program
- GEO-1: Conduct Geotechnical Investigation and Soil Remediation
- NOI-1: Construction Vehicle Travel Route
- NOI-4: Neighboring Property Owner Notification and Construction Noise Complaints, Plan Requirements and Timing, and Monitoring.

**During Construction:**

- AQ-1: Measures to Reduce Fugitive Dust During Construction
- AQ-2: Measures to Reduce Construction Equipment Emissions
- BIO-1: Nesting Birds
- BIO-2: Invasive Plant Species
- CUL-2: Monitoring by Qualified Archaeologist
- CUL-3: Unanticipated Discovery of Human Remains
- NOI-2: Construction Activity Timing
- NOI-3: Construction Equipment Best Management Practices (BMPs)
- TCR-1: Native American Monitor
- TCR-2: Unanticipated Discovery of Tribal Cultural Resources

**Post-Construction/Operations:**

- AQ-3: Measures to Reduce Operational Idling Emissions

**2.4 Validated Facility Program**

Upon completion of the user interviews, the Design Team will prepare a detailed space allocation program identifying space requirements for major functions such as vehicle storage, employee amenities, and administrative spaces. Site spatial needs for requirements such as bus storage, and employee parking will also be identified. The program will reflect specific code issues such as ADA compliance and applicable building codes. A program report to document proposed alternatives will be prepared and verified with CTD and PWD personnel during the design forum. The program will reflect the following:

- Definition of all functions to be provided at the site.
- Dimensional criteria for both horizontal and vertical directions.
- Definition of all rooms and spaces proposed for the building.
- Parking requirements for vehicle fleets including number of spaces and total area.
- Site operations requirements, including minimum turning radii, minimum distances between obstructions for turning, backing and parking.
- Offsite requirements such as turn lanes, acceleration/deceleration lanes, esplanades and identified utility extensions.

The product of this subtask deliverable will be input to a program manual that includes a draft space allocation program as a part of a document summarizing the information gathered during this task. The program manual, which is a flexible working document, will be submitted for CTD and PWD comment and concurrence.

## 2.6 Facility Needs Assessment Validation Report

Upon completion of the staff interviews, the Design Team shall prepare a detailed space program identifying space requirements for all functions such as vehicle storage, employee amenities, and administrative and operations spaces. Site spatial needs for requirements such as bus storage and employee parking shall also be identified. The program shall conform to specific and applicable building codes and laws such as ADA requirements. A program report to document any proposed alternatives to the assumptions presented in the Concept Report shall be prepared and verified with CTD and PWD personnel during the design charrette.

## 2.7 CTD and PWD Review

The CTD and PWD will review the draft documentation and reports from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

## **TASK 2 DELIVERABLES:**

- Program manual (space allocation program)
- Facility needs assessment report

## **TASK 3: CONCEPTUAL LAYOUTS**

Task 3 shall begin the process of generating site and layout alternatives based on the information gathered during interviews and on the program manual. The layouts shall bring the program report to life and shall generate site and building layouts that shall be the foundation of the overall product.

### 3.1 Develop Conceptual Alternatives

The Design Team shall use the criteria presented in the program manual to prepare material flow diagrams depicting the movements of buses, equipment, automobiles, repair parts, materials and employees through the functional areas located onsite. The diagrams shall assist in developing individual site, building and functional area floor plans.

Using the information obtained in developing the program manual, the Design Team shall develop up to three alternatives covering site and building plans for the facility. Through discussion with CTD and PWD personnel, the Design Team shall develop alternatives that meet the CTD and PWD's criteria and expectations. The alternatives shall consider the site development boundaries, access to site and sight distances, location of utilities, parking, storage, and site mobilization.

### 3.2 Design Charrette

The design charrette shall incorporate appropriate personnel from the Design Team, CTD and PWD management staff and users, as well as representatives from the City. Through a proposed two- to three-day work session, the alternative plans developed in Subtask 3.1 shall be reviewed and evaluated. Plans considered workable by the charrette participants shall be further refined during the work session to establish a general-consensus on the building layouts and site plans.

Early in the charrette process, the joint Design Team, including key members of the CTD and PWD management and consultant staff, shall identify and evaluate the immediate, short-term and long-term issues and desired improvements. Of interest is the future requirement that the CTD trend toward the use of Zero-Emissions Buses, which will likely include battery- electric drivetrains or hydrogen fuel cell electric drivetrains. This will influence the facility design, since we would likely need to recharge the bus batteries overnight while the buses are parked. There might also be the opportunity to include solar arrays, battery-based energy storage, or other sustainable energy production/storage on-site. No specific sustainable design level has yet been determined, so the Design Team should be prepared to discuss how any LEED or other goals would impact the overall costs/benefits of the project during the charrette process. The Design Team also shall brainstorm other potential improvements that may be considered in the planning process. During the process, the Design Team can review potential fast-track design, operational quality improvements and new methods and equipment. The format of the charrette is aimed at obtaining the necessary information for quality decision making.

The Design Team shall conduct the charrette exercise with CTD and PWD personnel, who shall jointly determine the direction of the project. Plans that the group considers to be workable shall be further refined. During the charrette, the joint Design Team shall consider all the immediate, short-term and long-term issues and desired improvements. It is important that all considerations be evaluated and programmed in the planning stages to account for the necessary infrastructure improvements in the designs.

The proposed plans shall be consistent with the overall immediate, short-range and long-range goals for the facility.

### 3.3 Presentations

Design Team personnel shall make presentations to CTD and PWD decision-makers to review the selected alternative as required. The selected participants and the Design Team shall review and discuss the alternatives and the reasons that led the charrette participants to the preferred alternative.

### 3.4 Conceptual Design Report

A conceptual design report shall be prepared to document the progression from the facility needs assessment report to the selected concept plans. The report shall include plans for meeting the 10-year program needs of the CTD and PWD.

### 3.5 CTD and PWD Review

The CTD and PWD will review the draft documentation and reports from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

### **TASK 3 DELIVERABLES:**

- Material flow diagrams
- Alternatives covering site and building plans
- Facilitate design charrette
- Conceptual design report

### **TASK 4: SCHEMATIC DESIGN**

The preferred alternative shall be further developed, and the Design Team shall identify appropriate design criteria, costs and existing conditions that shall affect the design and construction of the facility. The Design Team shall generate schematic building and site plans identifying the building and site improvement issues. A cost estimate based on the schematic plans design shall be part of the overall schematic design submittal to the CIP Facility Project Manager. At the initiation of schematic design, the Design Team shall begin investigations relating to the site and site conditions so the elements of the facility design that are dependent on soils/geotechnical information, utilities investigation, or accurate survey and mapping data shall be available to proceed in a timely manner.

#### **4.1 Surveys and Mapping**

Topographic, boundary, horizontal and vertical control surveys shall be necessary for the project. These surveys shall also locate and identify sources of power, water, communications and other utilities such as existing storm water, wastewater and natural gas lines. The most current existing property survey information on file shall be field checked and verified; any differences shall be provided in writing to the CIP Facility Project Manager. The data obtained from field surveys shall be used to develop soil, topographic, utility and base maps for the site. The surveyor shall also lay the grid and indicate soil-boring locations on the site drawings.

#### **4.2 Phase II Geotechnical Investigation**

Based upon the planned location of the new building and ancillary equipment, as well as the results of the Phase I geotechnical investigation described under Task 2, a Phase II geotechnical investigation program shall be developed for design review and approval. It is anticipated that the Phase II scope can be optimized and minimized as a result of the Phase I investigation. The Phase II scope may include additional soil borings at the locations of the planned structure. The Phase II subsurface investigation shall be made to determine soil characteristics at specific structure locations, depth to bedrock and foundation conditions for the final design of the structure(s). A complete analysis, study and written report of subsurface conditions and geotechnical design criteria shall be made by the consultant team and submitted to the CIP Facility Project Manager.

#### **4.3 Utility Connections**

Tie-ins to existing utilities within the project area, including drainage structures and those utilities that shall be required to provide service to the proposed facility, shall be identified, sized and located. Appropriate invert elevations on any drainage structures shall be verified or obtained in the field. Any proposed extension of utilities that would influence onsite development shall be investigated.

Utility work shall be coordinated with the survey team to provide updated mapping and to verify any available utility as-built drawings.

#### 4.4 Detailed Schematic Plans

The final conceptual design shall provide plans with enough detail to be able to show the building in relation to other physical features on the site. The plans shall have enough detail to provide information on the recommended location and sizes of:

- offices,
- hallways,
- conference rooms,
- training area,
- bus maintenance bays,
- employee break areas,
- dispatch areas,
- parts, equipment and material storage areas,
- maintenance clean room,
- major maintenance equipment,
- employee restrooms,
- general storage rooms,
- vehicle parking/storage,
- fueling area,
- bus washing area,
- building risers,
- vehicle circulation areas,
- server room(s),
- utility areas, and
- CTD and PWD locker rooms/showers.

Should the project require construction phasing, the Design Team will develop a construction phasing plan to minimize disruption to any ongoing CTD operations at the site.

#### 4.5 Cost Estimates and Milestone Schedule

The Design Team shall provide schematic level cost estimates to quantify the future construction costs, by both initial and future phases, to implement all the desired improvements to the facility. Costs at the level are to be based on RSMeans' "Square-Foot Costs Methodology" for similar facilities in the general geographic area and verified through cost estimating, staff knowledge of the City of Commerce area, and FTA-required prevailing wages.

The Design Team shall provide the CIP Facility Project Manager with a milestone schedule at this juncture. Should the project require construction phasing, the Design Team will indicate the individual phases on the schedule.

#### 4.6 Schematic Design Submittal

The final subtask shall be to prepare the final schematic design package for CTD and PWD review and approval. Five copies of the final schematic design submittal and one copy in electronic format shall be delivered to the CIP Facility Project Manager for distribution. The CTD and PWD shall receive a drawing package, a programming report and an order-of-magnitude cost estimate for the transit bus maintenance facility.

#### 4.7 CTD and PWD Review

The CTD and PWD will review the schematic design submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

### **TASK 4 DELIVERABLES:**

- Schematic building and site plans
- Topographic and boundary surveys
- Geotechnical report
- Schematic design submittal
- Schematic plans
- Cost estimate
- Milestone schedule

### **ASK 5: DESIGN DEVELOPMENT**

Task 5 begins the final architectural and engineering design of the facility and the development of the detailing that will give the facility character and appearance. The plans and drawings prepared under this task shall be sufficiently detailed to define the construction of the individual spaces for the approved site plan and building layouts.

#### 5.1 Final Design

The Design Team shall begin to finalize the design of various building systems through the investigation of alternative systems that may be more energy- or cost-efficient and that could be integrated into the project. Of particular interest is incorporation of electric vehicle (revenue vehicle, support vehicle and possible visitor vehicle) charging, as well as solar power production. These systems are briefly described below.

#### **Architecture**

This work item shall identify the architectural treatment proposed for the building and shall provide a design that meets functional and aesthetic needs as well as applicable building codes; but, shall enhance the surrounding area and create a positive visual impact to include energy conservation features.

#### **Structures and Foundations**

Information on alternative foundation, paving and related structural systems shall be assembled and evaluated. Existing soils information and soils data obtained during earlier tasks shall be reviewed.

Local, state and federal codes, regulations and requirements shall be considered to recommend the best system for the existing conditions. Based on this information, foundation, paving and related structural systems shall be evaluated relative to the responsiveness to the building operation, the economic merit and the long-term durability.

### **HVAC**

Alternative HVAC systems shall be evaluated for the new building. The design for the building should emphasize energy conservation to minimize annual HVAC costs by use of natural lighting, insulation, programmed thermostats, makeup air system, use of local unit heaters, spot heating by means of radiant panels or a combination of these methods.

### **Plumbing**

Various piping systems shall be introduced in this project. Aside from conventional domestic hot and cold-water systems and drainage systems for toilet/kitchen areas, certain specialty systems shall be considered. In addition, the proximity of the Water Reclamation and Resource facility might provide possible use of “purple pipe” water for landscaping and/or bus washing.

### **Electrical**

Lighting systems shall utilize energy-efficient, high-intensity discharge light sources wherever practical; positioning must be considered to protect the nearby business. Site power distribution systems and voltage levels shall be analyzed on the basis of site distribution requirements for the purpose of economical first costs and operating costs. The interior power distribution and communications systems design shall be based upon flexibility and economics, and possible solar panels to both generate electricity and provide weather protection for parked buses.

### **Life Safety Systems**

The identification of requirements for life safety systems and the preliminary design of those systems shall be undertaken as part of this work item. Fire alarms systems shall be investigated, and appropriate systems recommended for inclusion in the design. Other related work shall include coordination of alarm panels with emergency back-up power and two-way radio communications systems. All systems shall be designed in accordance with the all applicable codes and regulations including the ADA.

### **Site and Utilities**

Work under this discipline shall include the development of site geometry, the preparation of contractor drawings for access points, site grading, pavement design, utilities, drainage, fencing/gates, curbing and connections to existing utilities. The site drawings shall present placement of curbs, driveways, right of way easements, street improvements, fencing, gates and other security and safety features. Utility coordination, connection and interface shall be an important aspect of this subtask.

#### **5.2 Design Development Documents**

The following is a preliminary listing of the work items to be developed in the design development task:



- horizontal and vertical control (all conveyance types)
- grading plans (if applicable)
- site plans
- utility plans
- foundations
- elevations and cross-sections
- landscape
- structural
- architectural
- mechanical (HVAC) plans
- plumbing plans
- electrical schematic plans
- equipment layouts
- details
- landscape
- civil
- specialties
- finishes
- life safety
- security
- communication

### 5.3 Outline Specifications

In addition to the plans and drawings provided under this task, outline specifications for systems and equipment shall be developed for review by the CTD and PWD. The outline specifications prepared shall illustrate materials proposed for use, interior finishes, applicable codes and standards and methods of construction. Any long-lead items shall be identified, together with alternates, at this time.

### 5.4 Photo Simulation/Perspective

The Design Team shall develop building elevations and photographic simulations of the appearance of the building, berm/landscape screening and parked buses.

### 5.5 Cost Estimates

During design development, the Design Team shall prepare a construction cost estimate in conjunction with the writing of the outline specifications. The cost estimate shall contain an itemized list of the major methods, materials, and items used in the design. The cost breakdown shall be presented by specification section using the Construction Specifications Institute (CSI) format. The estimate shall take into consideration an anticipated cost escalation over the life of the specific contract, current prevailing wage rates, materials availability and market conditions, restricted work conditions, and other pertinent factors.

### 5.6 Schedule

The Design Team shall develop and provide the CTD, in critical path format, a detailed project schedule to reflect the status of the project and ensure the delivery of construction documents on schedule.

### 5.7 CTD and PWD Review

The CTD and PWD will review the design development submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

### **TASK 5 DELIVERABLES:**

- Design development drawings
- Outline specifications
- Cost estimate
- Project schedule

## **TASK 6: CONSTRUCTION CONTRACT DOCUMENTS**

Task 6 shall include the development of construction bid ready plans and specifications for contractors for City approval. Prepare bid ready plans and specifications for contractors. Specifications shall be prepared to include: Bidding and Contract Documents, Insurance and Liability Requirements, Instructions to Bidders, General Specifications, Equal Employment Opportunity, Labor Standards, Detailed Specifications and Special Provisions, including required Federal construction clauses. Consultant is required to submit and obtain a prevailing wage determination for this project. Detailed specifications and special provisions, including required Federal construction clauses. Bidding document will include all required Federal Transit Administration clauses for construction projects. Required clauses can be found at:

[http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html)

### 6.1 Contract Documents

Contract bid documents shall provide complete descriptions of work involving the architectural, civil, structural, mechanical, electrical, special systems, interior design, landscaping components and all other drawings noted in the design development task of the proposed improvements.

The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described. Contract drawings, specifications, cost estimates and project schedules shall be submitted at the 60 and 90 percent completion points for CTD and PWD review and approval.

The design disciplines are described below:

- Architectural and interior design: This task shall provide a design that meets the facility's functional and aesthetic needs, as well as applicable national, state and local building codes, and the ADA. The drawings shall present security, building maintenance, graphics and future flexibility, and reflect a sensitivity to the proposed location of the facility. These work elements culminate in the preparation and completion of the final architectural contract drawings.
- Site, civil and utility design: Work under this discipline completes the development of site geometry, the preparation of contract drawings for access points as they interface within the master plan of the area, site grading, pavement design, utilities, drainage, fencing, and connections to existing utilities. The site drawings shall present placement of curbs, driveways, street improvements, fencing, gates and other security and safety features. A detailed parking plan by vehicle type (35-, 40- and 45-foot heavy-duty bus, cutaway van, staff car, and employee car) will be provided that includes large vehicle movement limitations using AutoTURN or a similar software package.
- Landscape design: The materials that shall be selected to landscape the perimeter of the complex shall be chosen to ease the visual impact of the hard surfaces of the facility and present a pleasing appearance, particularly as it pertains to the site's location along 5 Freeway.
- Geotechnical design: Soils and subsurface information shall have been completed, reviewed and evaluated to design foundations requiring special consideration during construction. Recommendations on foundation types, as well as bearing capacity and settlement characteristics of the soil contained in the subsurface investigation report, shall be utilized to design foundations for the building, ancillary equipment and paving systems.
- Structural engineering: This discipline shall present the building's structural system based upon applicable codes and site conditions. The facility's design shall meet all applicable codes, regulations and requirements for fire and safety.
- HVAC and energy conservation systems: Work under this discipline shall include the finalization of the design for heating, ventilating and air conditioning for the building based upon applicable codes.
- Electrical engineering: Electrical design work shall include finalization of power, communication, computer networking, and lighting requirements and design of an efficient electrical distribution system for a new building. In particular, a detailed lighting plan shall be provided that depicts lighting type, areas of illumination and light intensity as it relates to nearby sensitive receptors. Other related work shall include design for fire alarm systems, life/safety, emergency power, security and communication systems.

The work shall include power and electrical requirements for the HVAC system and other mechanical systems.

- Specifications: Specifications for the entire facility shall be developed following the CSI format. A set of construction specifications, together with the standard bidding and contract documents, general conditions and special provisions shall be prepared. Where applicable, standard specifications shall be utilized – particularly for the site work items. The general conditions shall include standard contract provisions required by the CTD. In addition, long-lead items shall be identified within this scope.

#### 6.2 Construction Cost Estimates and Schedule

During site design, complete construction estimates shall be prepared and submitted to the CIP Facility Project Manager for each scheduled submission in conjunction with the writing of the contract specifications. Each cost estimate shall contain an itemized list of materials and methods used on the project, along with the associated unit and installation costs. The estimates shall be based upon standard bid items and formats and shall be used as a standard against which all bids shall be evaluated. A detailed construction schedule, in critical path format, shall be developed and provided to the CIP Facility Project Manager to assist in controlling the construction schedule and budget.

#### 6.3 Permitting and Review

The Design Team shall review the design with the CTD and PWD and other agencies having jurisdiction to obtain the necessary development permits for the project. The design shall also be reviewed with suppliers of utility services to develop the construction documents and obtain permits. The Design Team consultant shall coordinate and furnish documentation required for approvals, permits, utility service and connections, and the relocation of existing utilities and other facilities.

The Design Team shall submit the construction documents to the City of Commerce planning and building departments, and the Regional Water Quality Control Board. In addition, the Design Team will assist the CTD and PWD in developing documents necessary to obtain a Conditional Use Permit from the City of Commerce. Following receipt of comments from the various reviewing agencies, the Design Team shall make all necessary revisions to the documents in order to receive the permit approvals.

#### 6.4 CTD and PWD Review

The CTD and PWD will review the contract documents submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing that the project be let for bidding.

### **TASK 6 DELIVERABLES:**

- 60 and 90 percent contract document review packages that include:
  - Drawings
  - Specifications

- Cost estimate
- Project schedule

## **TASK 7: CONTRACTOR BIDDING AND AWARD**

The Design Team shall assist CTD and PWD staff in developing a proposal format by which all contractors shall comply in order to facilitate ease of review by the CTD and PWD of the following components:

- Confirmation of understanding and compliance with the services to be performed
- Standard terms and conditions
- Special terms and conditions
- Procurement boilerplate
- FTA terms, conditions and standard clauses
- Fees
- Personnel/experience
- References for similar size projects
- Miscellaneous, including firm history, background, and other pertinent info

### **7.1 Bid Phase Services**

The Design Team shall provide the following services should it be determined that the project shall be bid, either in whole or in part, to obtain the most competitive pricing.

- Pre-bid conferences: Schedule and conduct contractor pre-bid conference and site visit.
- Long-lead items: Identify items with long lead times and propose alternates for consideration.
- Respond to questions: Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- Addenda: Prepare addenda to the contract documents, as required.
- Review bids: Review contract bids for conformance with the contract drawings and specifications and evaluate bids and make recommendation of contract awards.
- Analyze substitutions: Analyze substitutions request and recommend disposition.

### **TASK 7 DELIVERABLES:**

- Minutes of pre-bid meeting
- Log of contractor questions and responses
- Addenda
- Bid analysis and recommendation

## **TASK 8: CONSTRUCTION PHASE SERVICES**

During the construction phase, the Design Team shall provide the following services to assist with the completion and occupancy of the new facility.

### **8.1 Shop Drawings Review**

The Design Team is responsible to coordinate through the general contractor creation of and review and approval of shop drawings, erection drawings, requests for substitutions, samples, manufacturer's specifications and catalog cuts submitted by the contractors as required by the contract documents. Reviews shall be completed within two weeks of the submission.

### **8.2 Consultation**

Throughout the construction phase, the key members of the Design Team shall provide consultation on City's behalf to the contractor's project manager on a continuing basis. At a minimum, the Design Team shall provide qualified personnel to provide and document the following specialized services related to the City's CEQA construction-related mitigation measure obligations as listed below:

#### **During Construction:**

- AQ-1: Measures to Reduce Fugitive Dust During Construction
- AQ-2: Measures to Reduce Construction Equipment Emissions
- BIO-1: Nesting Birds
- BIO-2: Invasive Plant Species
- CUL-2: Monitoring by Qualified Archaeologist
- CUL-3: Unanticipated Discovery of Human Remains
- NOI-2: Construction Activity Timing
- NOI-3: Construction Equipment Best Management Practices (BMPs)
- TCR-1: Native American Monitor
- TCR-2: Unanticipated Discovery of Tribal Cultural Resources

### **8.3 Attend Construction Meetings**

The Design Team's project manager, project architect or other key members shall attend regularly scheduled construction meetings during the construction period.

### **8.4 Requests for Information**

The Design Team shall provide, as needed, investigation of and consultation on anticipated problems or conditions encountered during construction; preparation of supplementary sketches for resolution thereof; review of construction engineering proposals submitted by the contractor; and interpretation of plans and specification requirements. All RFIs shall be requested and answered in writing with a copy forwarded to the CIP Facility Project Manager.

### **8.5 Periodic Observations**

Key members of the Design Team shall visit the site on a regular basis to observe construction activity, document observations, and to determine if the project is being constructed consistent with the design.

They shall promptly advise the City of any discrepancies. If anyone within the Design Team becomes aware of any defect in the work or becomes aware of any work that is not being performed in accordance with the construction documents, they shall provide immediate written notification to the City and the general contractor.

#### 8.6 Equipment Testing and Startup

The Design Team shall review selected items of equipment to be installed as part of the project. Manufacturer's specifications and catalog cuts submitted by the contractor and suppliers shall be reviewed for compliance with the specifications. Further, experienced Design Team staff members shall aid during testing of equipment and recommend final acceptance.

#### 8.7 Final Inspections and Certificate of Occupancy

A pre-final inspection shall be conducted in conjunction with the CTD and PWD to assist in developing a punch list of work items required to complete the project. Upon completion of the punch list items, a final inspection shall be performed. If a final Certificate of Occupancy is received, move-in may occur at the City's discretion. If a temporary Certificate of Occupancy is received, then the final inspection by the Design Team shall be postponed until corrective work is completed.

#### 8.8 Construction Management and Inspection Duties

The Design Team shall provide a construction manager/inspector to monitor the daily progress of the contractor(s) onsite. The duties of the inspector shall include the following:

- Review all the contractor's pay requests, change orders, field orders, claims for additional time and other such data and take appropriate action on behalf of the City.
- The construction manager shall recommend the rejection of all work observed by the Design Team personnel during the above site inspections that, in its opinion, does not conform to the contract documents.
- Conduct a punch list walk-through prior to signing off on the Certificate of Substantial Completion for the structure and site improvements. The punch list shall identify all work items that must be corrected or completed.
- Produce field observation reports.
- Maintain a submittal log.
- Maintain a daily progress log, including weather observations.
- Maintain record drawings.

### 8.9 Facility Maintenance Plan

The Design Team will prepare a preventive maintenance plan for the new facility that shall identify the maintenance requirements of all building components, systems and equipment that need to be maintained on a regular basis and the frequency of maintenance required. Specifically, the work includes the following:

- Identifying all building components, systems and equipment requiring maintenance.
- Reviewing the list of items identified above to determine the availability of resource data for each item.
- Reviewing all available resource data, including the O&M manuals, installation manuals, shop drawings, warrant information, product data and nameplate information.
- Identify all periodic inspection and maintenance requirements for each item.
- Develop detailed facility maintenance standards and procedures, which shall clearly define maintenance personnel responsibilities.
- Develop a work order system to effectively monitor preventive maintenance activities.
- Identify maintenance task intervals to provide a basis for a facility maintenance master schedule, which can be incorporated into the City's "Facility Dude" maintenance software program.
- Provide all the above-described items in an organized facility maintenance system operating manual.
- Provide onsite startup assistance and training to familiarize maintenance personnel with the system.

### 8.10 Warranty Review

Eleven months after substantial completion (and one month before the end of the one-year warranty period expires), the Design Team shall conduct a warranty inspection for the purpose of identifying any items of work that need to be corrected under the warranty. The Design Team shall work with the CTD and PWD as required to ensure that the work is corrected in a timely manner. A warranty review report that details the method of inspection, findings and recommended actions will be provided to the City.



### **TASK 8 DELIVERABLES:**

- Shop drawing review log
- RFI response log
- Construction meeting minutes
- Field observation reports
- Preliminary and final punch lists
- Certificate of occupancy
- Facility maintenance plan
- Warranty review findings report

## **SECTION IV – GENERAL INFORMATION**

### **A. GENERAL INSTRUCTIONS**

1. In submitting a proposal, vendors must comply with the performance criteria as set forth in the following instructions. All submittals will be reviewed thoroughly prior to any selection to determine if vendors have met all criteria in these submittal conditions. It is essential that vendors read each of the sections carefully and act where necessary.
2. Where the word “CTD” is used in these instructions, reference is made to the City of Commerce Transportation Department; and “PWD” is referred to the City of Commerce Public Works Department. The words “submittal” “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once the CTD and PWD accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Qualifications (RFQ) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFQ will be subject to negotiation. A Design Team Selection Committee will review and screen proposals. Vendors submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFQ.
4. The City may consider submittals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. The City reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFQ.

The City reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

## B. LIMITATIONS

This Request for Qualifications does not commit the City to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFQ, or procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with qualified sources, or to cancel in part or in its entirety this RFQ if it is in the best interests of the City. The contents of the proposal submitted by a vendor may become a contractual obligation if a contract ensues.

## C. PROTESTS

The City's policy and procedure for the administrative resolution of protests is set forth in Bid Protest Section of the City's Purchasing Procurement Policies amended on April 30, 2018. The Purchasing Policy contains rules for all purchases made with Federal Transit Administration Funding. The City shall furnish a paper copy of the Purchasing Procurement Policy upon a request for this solicitation.

## D. DEVIATIONS

Vendors will provide the City with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

## E. VENDOR STATUS

1. All firms doing business with the City shall be in compliance with the City's insurance requirements included in Attached One – Insurance Requirements.
2. All firms doing business with the City shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.

## F. DISADVANTAGED BUSINESS ENTERPRISES

The City's FY18-19 through FY20-21 Disadvantaged Business Enterprise (DBE) Plan can be downloaded at:

<http://ca-commerce.civicplus.com/DocumentCenter/View/3565>

The bidder should consider the following when developing its submittal documents:

1. The City's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the

Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of City that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.

2. The City and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Agreement. In this regard, all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The CTD and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Any questions about DBE participation or good faith efforts should be directed to Claude McFerguson, Director of Transportation, at [ClaudeM@ci.commerce.ca.us](mailto:ClaudeM@ci.commerce.ca.us). The CTD recommends vendors address DBE participation or its good faith effort at least two weeks prior to RFQ closing.

#### G. FEDERAL REGULATIONS CONFORMANCE

Contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on the City for proper administration of this project.

#### H. VENDOR RESPONSIBILITY

1. Should Vendor find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Vendors of such discrepancy, if any, and of any changes.
2. The Vendor is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The City reserves the right to examine all factors bearing on a Vendor's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Vendor will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in

Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

## **I. THE AGREEMENT**

The Agreement, along with the Insurance Requirements for Consultants and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful vendor will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

## **J. DEBARMENT CERTIFICATION**

By submitting its bid, the Vendor certifies that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

## **SECTION V – FORMAT OF SUBMITTALS**

Vendor should submit four printed and one digital copy of its proposal in the format outlined below. This format will assist the City in evaluating the proposals. The package should clearly reflect this RFQ name, the contents of the package, and the firm's name and information in the following order:

### **A. INTRODUCTION**

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the vendor for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

### **B. PROFILE OF THE FIRM**

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFQ. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.

2. To evaluate the vendor's financial capacity the vendor must submit a copy of the company's year-end audited financial statements for 2017, 2018 and 2019. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability.

Alternately, submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the vendor's financial capacity. To the extent allowed by law, any and all financial information submitted in response to this procurement will remain confidential. All financial information will be submitted in a separate envelope clearly marked with the vendor's name and the words "Confidential Financial Information."

3. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for the City.
4. Provide the lead firm's and each subcontractor's California State Licensing Board number. This information will be used by the City for obtaining a California Department of Industrial Relations project number as it relates to required certified payroll submittals.

#### C. PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which the City should be aware. Indicate clearly the levels of participation you will expect from City staff in the fulfillment of the contract. The contents of this section shall be determined by the vendor; but should demonstrate an understanding of the special characteristics of the project. The vendor shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

1. Tasks proposed to be completed to meet project objectives.
2. Proposed work products for each task.
3. Proposed meetings with staff, advisory bodies, etc.
4. The time required to initiate and complete each task.
5. An estimate of the time required from the Notice to Proceed through project completion.
6. Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFQ should be clearly delineated in this section.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations. In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFQ, if you feel it may be useful and applicable to this project. However, these two pages count toward the proposal size limitation discussed below.

The City expects each proposer to be succinct and economical in developing its proposal package. As such, the proposal package is **limited to no more than twenty-five (25) pages**. Each letter-sized page should be doubled-side, and no less than single-spaced lines nor smaller than size 12 font will be permitted. Each 11" by 17" double-side page counts as four letter-sized pages. It should be noted that the City is requiring submittal of various certifications as part of the proposal process. The following documents do not count toward the 25-page maximum; only one original copy of the following documents must be submitted:

1. Attachment A: References
2. Attachment B: Designated Contacts List

#### D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

Note: Consultant may not substitute any member of the project team without prior written approval of the City.

If your firm intends to subcontract any of the services required under this RFQ it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the City.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references in Attachment A for the four (4) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

1. Brief description and type of study (SRTP, COA, etc.)
2. Name of agency and study location
3. Name of agency contact person and telephone number
4. Your firm's specific involvement (i.e., primary consultant, sub-consultant, etc.)
5. The actual construction cost vs. cost estimate
6. The percentage of actual design/engineering costs to actual construction costs
7. Status of completion

## E. ADDITIONAL DATA

Vendor shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The vendor shall also affirm that they have read and agree to indemnity language in the Agreement. Vendor agrees to furnish the City with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall refer to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

## SECTION VI – CONSULTANT SELECTION PROCESS

### A. SUBMITTAL DEADLINE

Only those submittals received by the submittal deadline on or before March 4, 2020 at 2:00 p.m. (PST) will be evaluated by the Selection Committee.

### B. RESPONSIVENESS CRITERIA

1. Submittal meets the City deadline.
2. Organization of submittal. Submittals submitted as required in the “Format of Submittals”, Section V.
3. Completeness of submittal. All required forms, questionnaires and information are complete, signed and dated.

### C. EVALUATION CRITERIA

The City intends to use a Best Value method to determine which firm’s abilities is most advantageous to meeting the City’s goals for this project as determined by a Design Team Selection Committee. The selection of the Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical submittal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, the City will select the highest ranked Contractor for contract negotiations.

For work for which hourly billing is appropriate, the City and the Contractor will negotiate rates before the contract is executed. The Contractor will be required to submit its audited overhead rate. Following contract execution, the City and the Contractor will negotiate a final scope of work and a fee for each task order. For any task order for which an agreeable scope and fee cannot be reached, the City will accomplish each task by other means.

Selection of the successful Contractor shall be generally based on the information provided by the vendor in response to the Request for Qualifications and any subsequent interviews that may be conducted. Interviews will be held solely at the option and discretion of the City. The process for selection shall occur in the following sequence:

1. Review Submittals
2. Establish a “short list” of two or more firms
3. Interview “short-listed” firms (at the option and discretion of the City)
4. Identify best qualified firm
5. Determine which, if any, alternates will be selected, and negotiate a fee
6. Award contract

A project Selection Committee has been formed to evaluate the submittals and to make recommendation to City Council. This committee consists of representatives from the City and stakeholders. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the submittals for format to ensure conformance with the requirements of the RFQ and may select finalists to interview with the Committee as a part of the Committee’s evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the submittals received in response to the RFQ. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of submittals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the submittal and the presentation, should the City choose to conduct interviews with short-listed firms.

<b>Criteria</b>	<b>As Demonstrated By:</b>	<b>Weight of Criteria</b>
Merit of Submittal/Presentation	Submittal, thoroughness and approach. Demonstrated understanding of project and requirements.	<b>35</b>
Firm Qualifications and Expertise	Staff qualifications; adequacy of staff to perform work.	<b>30</b>
Record of Past Performance	References; Ability to work effectively with City, other public agencies and the public. Demonstrated ability to complete work tasks within project timelines and overall project budgets.	<b>35</b>



Prior to the award of contract, the City must be assured that the vendor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services call for under this contract. If, during the evaluation process, the City is unable to assure itself of the vendor's ability to perform under the contract, if awarded, the City has the option of requesting from the vendor, any information that the City deems necessary to determine the vendor's capabilities. If such information is required, the vendor will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the City. A Draft Agreement has been included in this RFQ to alert vendors to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

## **RFQ CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this request for qualifications.

Write "yes" on the blank space if you have included those items for submittal of your RFQ.

- \_\_\_\_\_ Contractor's Relative Experience/Reference Form (Attachment A)
- \_\_\_\_\_ Contractor's Designated Contact List (Attachment B)
- \_\_\_\_\_ Receipt of Addenda Form (if issued)
- \_\_\_\_\_ Technical Information Relative to RFQ
- \_\_\_\_\_ Financial Information in a separate envelope clearly marked with the firm's name and the words "Confidential Financial Information"
- \_\_\_\_\_ Confirmation of agreement to Insurance requirements as outlined in (Attachment One)
- \_\_\_\_\_ DBE Utilization / DBE Participation Schedule form provided in Attachment Two
- \_\_\_\_\_ Lobbying Restrictions form provided in Attachment Two

## ATTACHMENT A - REFERENCES

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Project Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Execution & End: \_\_\_\_\_ through \_\_\_\_\_  
Transit Agency and Location: \_\_\_\_\_  
Contact Name & Telephone Number: \_\_\_\_\_
2. Project Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Execution & End: \_\_\_\_\_ through \_\_\_\_\_  
Transit Agency and Location: \_\_\_\_\_  
Contact Name & Telephone Number: \_\_\_\_\_
3. Project Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Execution & End: \_\_\_\_\_ through \_\_\_\_\_  
Transit Agency and Location: \_\_\_\_\_  
Contact Name & Telephone Number: \_\_\_\_\_
4. Project Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Execution & End: \_\_\_\_\_ through \_\_\_\_\_  
Transit Agency and Location: \_\_\_\_\_  
Contact Name & Telephone Number: \_\_\_\_\_

**NOTE:** It is important that this sheet be completed and submitted with your submittal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

## ATTACHMENT B

### PROPOSER'S INFORMATION FORM

PROPOSER (please  
print):

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

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

\_\_\_\_\_

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

Contact person, title, email, and telephone:

\_\_\_\_\_

\_\_\_\_\_

Proposer, if selected, intends to carry on the business as (check one):

☐ Individual

☐ Joint Venture

☐ Partnership

☐ Corporation

When incorporated? \_\_\_\_\_

In what state? \_\_\_\_\_

When authorized to do business in California? \_\_\_\_\_

☐ Other (explain): \_\_\_\_\_

### ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box (es) below.  
Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: ☐ 1; ☐ 2; ☐ 3; ☐ 4; ☐ 5; ☐ 6

Or, ☐ \_No Addendum/Addenda Were Received (**check and initial**).

### 2 PROPOSER'S SIGNATURE(s)

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

Name & Title

\_\_\_\_\_

By signing, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and they have read and understand the RFQ. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

Attachment B – Proposer Information continued...

1. If Proposer is **INDIVIDUAL**, sign here

Date: \_\_\_\_\_  
Proposer's Signature  
\_\_\_\_\_  
Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

\_\_\_\_\_  
Partnership or Joint Venture Name (type or print)

Date: \_\_\_\_\_  
Member of the Partnership or Joint Venture signature

Date: \_\_\_\_\_  
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows: The undersigned certify that he/she is respectively:

\_\_\_\_\_  
Signature / Title                      and                      \_\_\_\_\_  
Signature / Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

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

Title: \_\_\_\_\_

## ATTACHMENT B - PROPOSER INFORMATION FORM

Proposers are required to indicate in the space provided below the designated contact individual's name and contact information:

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

Contact Person: \_\_\_\_\_

Vendor, if selected, intends to carry on the business as (check one):

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☐ Corporation

When incorporated? \_\_\_\_\_

In what state? \_\_\_\_\_

When authorized to do business in California? \_\_\_\_\_

☐ Other (explain): \_\_\_\_\_

### PROPOSER'S SIGNATURE(s)

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

By signing, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and they have read and understand the RFQ. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

## ATTACHMENT C - SAMPLE PROFESSIONAL SERVICE AGREEMENT

This agreement ("Agreement") is made as of \_\_\_\_\_, by and between the **City of Commerce**, a municipal corporation ("City") and \_\_\_\_\_ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

### RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor providing the services set forth in the Scope of Services attached hereto as **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**1. Company's Scope of Services.** The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

**2. Term of Agreement.** This Agreement shall commence on \_\_\_\_\_ (the "Commencement Date") and shall remain and continue in effect until tasks described in **Exhibit A** are completed, but in no event later than \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement.

**3. Compensation.**

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Consultant shall submit proper monthly invoices in the form and manner specified by City. Each invoice shall include a monthly breakdown of all monthly services performed together with the hours spent on each service. Consultant shall maintain appropriate and necessary documentation supporting the monthly invoices detailing the type of service provided. It shall be available for review by the City at all reasonable times upon request.

B. Total payment to Consultant pursuant to this Agreement shall not exceed \_\_\_\_\_.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (I) appear on Consultant's monthly invoices; (II) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (III) receipts documenting such expenses.

**4. General Terms and Conditions.** The General Terms and Conditions set forth in **Exhibit B**

are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

**5. Addresses.**

**City of Commerce**

City of Commerce  
2535 Commerce Way  
Commerce, CA 90040  
Attn: Edgar P. Cisneros, City Manager

**Company**

**6. Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

**Exhibit A** – Scope of Services and Compensation Schedule

**Exhibit B** – General Terms and Conditions

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**CITY**

**CITY OF COMMERCE**

By: \_\_\_\_\_  
John Soria, Mayor Date \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_  
Chief Executive Officer Date \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Shumway, City Clerk Date \_\_\_\_\_ Lena

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Noel Tapia, City Attorney Date \_\_\_\_\_



## **GENERAL TERMS AND CONDITIONS**

### **1. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City of Commerce or otherwise act on behalf of Commerce as an agent. Neither the City of Commerce nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall 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 of Commerce.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interests asserted against City by reason of the independent Consultant relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent status of Consultant and the audit in any way fails to sustain the validity of a wholly independent Consultant relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Consultant's duties, obligations, and responsibilities under the Affordable Care Act. Consultant further agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act.

### **2. Standard of Performance**

Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee.

No additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**.

### **3. Indemnification.**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractor, sub consultant or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way serve as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnities as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to City.

### **4. Insurance.**

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

- (I) Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(II) Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(III) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

(IV) Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of Commerce, 2535 Commerce Way, Commerce, California, 90040. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

## **5. Release of Information/Confidentiality.**

A. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Administrator, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. Consultant's covenant under this section shall survive the termination of this Agreement.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response

## **6. Ownership of Work Product.**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **7. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant's covenants under this section shall survive the termination of this Agreement.

**8. Termination.** Notwithstanding any other provision, this Agreement may be duly terminated at any time by the City at its sole discretion with or without cause by serving upon the consultant at least thirty (30) days prior written notice ("Notice of Termination"). Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. Consultant agrees that in the event of such termination, Consultant must refund the City its prorated share, except for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written Notice of Termination, Consultant shall discontinue performing services, preserve the product of the services and upon payment for services, turn over to City the product of the services in accordance with written instructions of City.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

**9. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

**10. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**11. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without the prior written consent of City, and any attempt by Consultant to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**12. Performance Evaluation.** For any Agreement in effect for twelve months or longer, the City Administrator may require a written annual administrative performance evaluation within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

**13. Compliance with Laws.** Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**14. Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

**15. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**16. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Consultant.

**17. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant regular business hours or by facsimile before or during Consultant regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**18. Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. However, the Parties may agree to submit any dispute to non-binding arbitration.

**19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**20. Severability.** If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**21. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

**22. Authority.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

## **ATTACHMENT ONE - INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES**

- A. Insurance Policies:** Consultant shall, always during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the CTD.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance, but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claim(s) made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.



**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary, and any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. The City of Commerce, its officers, agents, employees and volunteers are to be covered as additional insured on the policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish the City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall refer to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ATTACHMENT TWO - FEDERAL TRANSIT ADMINISTRATION REQUIRED CERTIFICATIONS AND ASSURANCES**

### **Instructions**

Step #1: Read through each of the Certifications and Assurances required for capital projects.

Step #2: Initial each of the Certifications and Assurances in the table below indicating you have read and understand each one.

The person initialing and signing must have the legal authority to make such certifications on behalf of the organization applying for funding.

Step #3: Submit the initialed Certifications and Assurances included with the RFQ with your completed proposal packet.

**IT IS CRITICAL THAT THE PROPOSOR PROPERLY INITIAL EACH CERTIFICATION AND SIGN THE SIGNATURE PAGE. FAILURE TO DO SO WILL DISQUALIFY THE PROPOSER**

<b>Certification/ Assurance</b>	<b>Title</b>	<b>Please Initial each Certification</b>
1	OVERALL FEDERAL REGULATION COMPLIANCE	
2	FLY AMERICA REQUIREMENTS	
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## Chief Executive or Administrative Officer Statement

The undersigned chief executive or administrative officer hereby certifies that the proposer has read and understands the Federal Transit Administration Certifications and Assurances initialed in the table above and further assures that, as a condition to submitting this proposal, the proposer will comply with the requirements as specified in the applicable attached Certifications and Assurances in implementing and managing the contract.

The person whose signature appears below is authorized to sign this assurance on behalf of the proposer or recipient.

**Proposer:** \_\_\_\_\_

**Signature of Chief or Administrative Officer:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **DEFINITIONS**

- 8 FTA Means Federal Transit Administration
- 9 RFQ means Request for Qualifications
- 10 Recipient or Purchaser means Commerce Transportation Department (CTD)
- 11 Proposer or Contractor means firm responding to this RFQ
- 12 FTA Master Agreement refers to the Federal Transit Administration Master Agreement that contains the standard terms and conditions governing the administration of a Project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported by FTA through a Transportation Infrastructure Loan, Loan Guarantee, or Line of Credit with the Recipient.. The full text of the agreement can be found at <http://ftateamweb.fta.dot.gov/static/Agreements/2010-16-MASTER.pdf>

## **9 OVERALL FEDERAL REGULATION COMPLIANCE**

FTA Circular 4220.1F  
FTA Master Agreement §15.a

All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.1F, 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 Recipient requests which would cause the Recipient to be in violation of the FTA and CADOT grant terms and conditions.

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## **10 FLY AMERICA REQUIREMENTS**

49 U.S.C. §40118  
I. CFR Part 301-10  
FTA Master Agreement §14.c

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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## **11 ENERGY CONSERVATION REQUIREMENTS**

J. U.S.C. 6321 et seq.  
49 CFR Part 18  
FTA Master Agreement §26

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act.

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## 12 **CLEAN WATER REQUIREMENTS**

33 U.S.C. 1251  
FTA Master Agreement §25.c

Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

K. The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

L. The Contractor agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

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## 13 **LOBBYING**

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20  
FTA Master Agreement §3.d

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." 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.

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

F. 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.

G. 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.*.)]

H. 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.]

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## 14 **ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17  
FTA Master Agreement §15.t

The following access to records requirements apply to this Contract:

3. 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.

4. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

5. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

6. 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.

7. 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.

8. 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).

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

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#### **D. FEDERAL CHANGES**

49 CFR Part 18  
FTA Master Agreement §2.c(1)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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#### **E. CLEAN AIR**

42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18  
FTA Master Agreement §25.b

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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## **F. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

FTA Master Agreement §2.f

5. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

6. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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## **G. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307  
FTA Master Agreement §3.f

THESE REQUIREMENTS ARE APPLICABLE TO ALL CONTRACTS.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the



right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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## **H. TERMINATION**

49 U.S.C. Part 18  
FTA Circular 4220.1E  
FTA Master Agreement §11

- Termination for Convenience: The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

- Termination for Default [Breach or Cause]: If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- Opportunity to Cure: The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Recipient's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- Waiver of Remedies for any Breach: In the event that the Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Recipient shall not limit the Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- Termination for Convenience: The Recipient, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- Termination for Default: If the Contractor fails to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering): The Recipient may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR PART 29  
EXECUTIVE ORDER 12549

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer 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 proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## **I. CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR  
Parts 60 et seq. FTA Master  
Agreement §12

### **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.

**E. Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

1. **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.

2. 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.

3. 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.

F. 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.

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## J. **BREACHES AND DISPUTE RESOLUTION**

49 CFR Part 18  
FTA Circular 4220.1E  
FTA Master Agreement §52

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 the Recipient. 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 Recipient. 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 Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the 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 therefore 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 or Architect/Engineer 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.

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**K. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26  
FTA Master Agreement §12.d

5. 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 goal for participation of Disadvantaged Business Enterprises (DBE) for this procurement is 20%.

6. 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 Recipient deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

7. Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to contract award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the proposer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; or
6. If the contract goal is not met, evidence of good faith efforts to do so.
7. Recipient is authorized to make the determination that contractor has made a good faith effort (GFE) to achieve the required DBE participation. The contractor can demonstrate that it has made a good faith effort in meeting the assigned 20% goal by doing either of the following:
  - Shows evidence that it has met the DBE participation by submitting in writing all requirements in Section c (1-5) above.
  - Documents that it made good faith efforts to meet the DBE participation goal, even though it

did not succeed in achieving it. . In this case, the contractor must submit the Certificate of Good Faith Efforts (Exhibit A) and all relevant documentation to the Recipient for a GFE determination with its bid submittal.

8. The efforts employed by the contractor should be those that one could reasonably expect a contractor to take if the contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE concession goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49CFR Part 26 provides guidance regarding GFE).

9. In the event that the Recipient determines that the contractor has failed to meet the GFE requirements, contractor is entitled to appeal this determination by submitting a written request. (Exhibit B) The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the Recipient of the failure to meet the GFE requirement.

The request should be sent to:

Claude McFerguson, City of Commerce, Department of Transportation  
5555 Jillson Street  
Commerce, CA 90040

The Recipient and the Purchasing Manager will work jointly to reconsider the GFE waiver determination.

10. Proposers must present the information required above prior to contract award (see 49 CFR 26.53(3)).

8. The successful prosper will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

9. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 days after the contractor's receipt of payment for that work from the Recipient. In addition, the contractor 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.

10. The contractor must promptly notify the Recipient 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 Recipient.

### DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

### DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the CTD have any questions in relation to the information furnished herein.

<b>Name and Address</b>	<b>Contact Name and Telephone Number</b>	<b>Participation Percent (Of Total Contract Value)</b>	<b>Description Of Work To Be Performed</b>	<b>Race and Gender of Firm</b>

## **2 AMERICANS WITH DISABILITIES ACT OF 1990 REQUIREMENTS**

### FTA Master Agreement §12.g

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and



11. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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### **3 SEISMIC SAFETY REQUIREMENTS**

42 U.S.C. 7701 et seq. 49  
CFR Part 41  
FTA Master Agreement §23.e

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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### **4 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

The Contractor agrees to comply with the following requirements:

- 4-2** 49 U.S.C. 5301(d), which states the federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy.
- 4-3** Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C 12101 which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.
- 4-4** And any subsequent amendments thereto:
  - 1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37.
  - 2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
  - 3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S.

ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

4. . U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. . U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. 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;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; Any implementing requirements FTA may issue.
11. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

## **5 VETERANS EMPLOYMENT 49 U.S.C. 5325 (k)**

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:
  1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
  2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
  1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**THESE CERTIFICATIONS MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**

## ATTACHMENT THREE - US DOL PREVAILING WAGE DETERMINATION

General Decision Number: CA20190022 12/06/2019

Superseded General Decision Number: CA20180033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019

2	02/15/2019
3	05/03/2019
4	07/26/2019
5	11/08/2019
6	11/15/2019
7	11/22/2019
8	11/29/2019
9	12/06/2019

ASBE0005-002 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 43.77		22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 27.92		18.31

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ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....\$ 20.63		12.17

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BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....\$ 44.07		33.52

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\* BRCA0004-007 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.46	15.15

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

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BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 31.25	13.41
TERRAZZO WORKER/SETTER.....	\$ 38.39	14.18

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CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet		
Installer, Insulation		
Installer, Hardwood Floor		
Worker and acoustical		
installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick		
Bargeman, Bridge or Dock		
Carpenter, Heavy Framer,		
Rock Bargeman or Scowman,		
Rockslinger, Shingler		
(Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer,		
Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw		
Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

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CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER.....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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ELEC0011-004 08/05/2019

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 45.20	3%+27.31
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 46.85	3%+28.02

Technician.....\$ 35.14                      3%+28.02

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-005 12/31/2018

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the



following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 56.79		17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 45.36		16.24
(3) Groundman.....\$ 34.68		15.86
(4) Powderman.....\$ 49.55		3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 55.58		34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 45.30		25.25
GROUP 2.....\$ 46.08		25.25
GROUP 3.....\$ 46.37		25.25
GROUP 4.....\$ 47.86		25.25
GROUP 5.....\$ 48.96		25.25
GROUP 6.....\$ 48.08		25.25
GROUP 8.....\$ 48.19		25.25

GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp

Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; 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; 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 economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: 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; 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; 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 (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving 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 yd. 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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; 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; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and

similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. 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; 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 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: 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); 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.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; 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.); Woods mixer operator (and similar Pugmill equipment)

#### GROUP 11: Heavy Duty Repairman - Welder Combination, Welder -

Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; 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); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; 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 push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with 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 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, 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 (or similar types); 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 engine, 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)

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 yds. struck); Rubber-tired earth-moving equipment operator, operating 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; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

## TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state

line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then

SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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 IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-001 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

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LABO0300-003 07/01/2018

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a

worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, 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 person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; 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-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber

gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, 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 boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet



person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable

classification wage rate.

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

#### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic

delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/07/2019

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-006 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of		

the following Boundary:

Kern County Line to Hwy.

#5, South on Hwy. #5 to

Hwy. N2, East on N2 to

Palmdale Blvd., to Hwy.

#14, South to Hwy. #18,

East to Hwy. #395.....\$ 36.05

19.22

Remainder of Los Angeles

County.....\$ 40.18

19.22

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PAIN0036-015 06/01/2018

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condor,  
from the third (3rd) floor and up Additional \$1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.35	14.56

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PLAS0200-009 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

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PLAS0500-002 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.00	25.53

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PLUM0016-001 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER Plumber and Pipefitter All other work except work on new additions and remodeling of bars,		

restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....		
	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

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\* PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 34.40	23.05
Sewer & Storm Drain Work....	\$ 34.40	23.05

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ROOF0036-002 08/01/2019

	Rates	Fringes
ROOFER.....	\$ 39.52	17.47

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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SFCA0669-013 04/01/2018

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

Rates	Fringes
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SPRINKLER FITTER.....	\$ 38.85	21.87
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SFCA0709-005 01/01/2018

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.26	25.92

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SHEE0105-002 01/01/2019

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER (1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 26.57	10.42
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 44.28	28.46

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SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 44.28	28.46

(2) Industrial work  
including air pollution  
control systems, noise  
abatement, hand rails,  
guard rails, excluding  
aritechtrual sheet metal  
work, excluding A-C,  
heating, ventilating  
systems for human comfort...\$ 44.28 28.46

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SHEE0105-004 08/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North  
of a straight line drawn between Gorman and Big Pines including  
Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.88	27.49

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TEAM0011-002 07/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.59	29.59
GROUP 2.....	\$ 31.74	29.59
GROUP 3.....	\$ 31.87	29.59
GROUP 4.....	\$ 32.06	29.59
GROUP 5.....	\$ 32.09	29.59
GROUP 6.....	\$ 32.12	29.59
GROUP 7.....	\$ 32.37	29.59
GROUP 8.....	\$ 32.62	29.59
GROUP 9.....	\$ 32.82	29.59
GROUP 10.....	\$ 33.12	29.59
GROUP 11.....	\$ 33.62	29.59
GROUP 12.....	\$ 34.05	29.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.



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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO

