



4080 Lemon Street, 3rd Floor • Riverside, CA
Mailing Address: P. O. Box 12008 • Riverside, CA 92502-2208
(951) 787-7141 • Fax (951) 787-7920 • www.rctc.org

REQUEST FOR PROPOSALS (RFP) NO. 11-24-056-00

ON-CALL PAINTING SERVICES

IMPORTANT DATES

RFP ISSUED	February 17, 2011
PRE PROPOSAL CONFERENCE	March 2, 2011
REQUESTS FOR CLARIFICATION DEADLINE	March 8, 2011
PROPOSALS DUE	March 17, 2011
AWARD DATE (Tentative)	May 11, 2011

TABLE OF CONTENTS

ITEM/SECTION	PAGE NO.
1.0 INTRODUCTION AND BACKGROUND	1
2.0 GENERAL INFORMATION.....	1
3.0 PRE-PROPOSAL CONFERENCE/JOB WALK.....	2
4.0 INSTRUCTIONS TO OFFERORS	2
5.0 INSURANCE REQUIREMENTS	8
6.0 PROCUREMENT SCHEDULE.....	8
7.0 SUBMITTAL REQUIREMENTS	9
8.0 EVALUATION OF PROPOSALS	11
9.0 DEBRIEFINGS.....	12
APPENDIX A – STATEMENT OF WORK	13
APPENDIX B – STATION LOCATIONS.....	25
APPENDIX C – LABOR COMPLIANCE CERTIFICATION	27
APPENDIX D – SAMPLE CONTRACT FORM.....	29
APPENDIX E – CAMPAIGN CONTRIBUTION CERTIFICATION	42
APPENDIX F – PROPOSAL LETTER.....	45
APPENDIX G – CONTRACTOR INFORMATION FORM.....	50
APPENDIX H – PROJECT REFERENCE FORM	52
APPENDIX I – PROPOSAL PRICING FORM	54
APPENDIX J – NON-COLLUSION AFFIDAVIT	57
APPENDIX K – PREVAILING WAGE DETERMINATION.....	59

1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

The Riverside County Transportation Commission (Commission) was created pursuant to California State law, and is responsible for: 1) Coordinating state highway planning; 2) Adopting regional Short Range Transit Plans; 3) Coordinating transit services; 4) Allocating Transportation Development Act funds; and 5) Coordinating county highway and transit plans with regional and state agencies. Over time, the Commission was charged with several expanded roles, including its role as the principal agency in Riverside County managing the Service Authority for Freeway Emergencies (SAFE), the Riverside County Congestion Management Program, and the Measure A half-cent sales tax for transportation.

With the passage of Measure A in 1988, \$100 million was identified and committed to the development and implementation of a commuter rail system to serve Riverside County residents and, as a result, the Commission participates in the ongoing funding and governance of the Southern California Regional Rail Authority (SCRRA), known as "Metrolink". The Commission owns and operates all five (5) commuter rail stations and the Perris Transit Center serving Riverside County, and it is planning to add four (4) additional commuter rail stations along the Perris Valley Line extension.

1.2 Background

The Commission owns and operates all five commuter rail stations serving Riverside County. Under this Request for Proposals No. 11-24-056-00 for On-Call Painting Services the Commission intends to establish task order contracts with up to three (3) painting contractors. The work will include the preparation and painting of small to large sized interior and exterior surfaces of all types. Painting services obtained through the contract, if awarded, shall be on an as-needed, when needed basis and there is no guarantee of work.

Proposers are encouraged to visit each Commission-owned station to gain perspective of station sizes and types of surfaces to be painted. Attached is a list of the rail station addresses under Appendix B, Station Locations.

2.0 GENERAL INFORMATION

2.1 Description of Work

2.1.1 Work Summary

The complete scope of services is detailed in the attached Statement of Work (see *Appendix A*), however, the work is generally described as follows: The selected proposer(s) are expected to perform the services described in the Statement of Work for all Commission-owned stations, properties, fixtures and appurtenances, as directed by the Commission's designated project manager.

2.1.2 In general, the various paint surface elements of the stations are summarized as follows:

- Wrought Iron Fencing and Railings
- Light Standards, parking lots and platforms
- Canopies
- Pedestrian Overcrossings
- Structural Steel
- Concrete Surfaces
- Other appurtenances and flat surfaces

2.1.3 The type of work required includes:

- Pressure washing (cleaning) of all elements and surfaces.
- Preparation of all surfaces to remove all chalking, contaminants, rust and poorly adhered coatings by pressure washing.
- Spot repairs to damaged painted surfaces shall be made using either hand or power tools, in accordance with specifications.
- Caulk all crevices as required.
- Repair and or replacement of damaged surfaces in preparation for paint
- Apply primer, base or intermediate coat, full finish or top coat in accordance with specifications.

2.1.4 The selected proposer(s) shall furnish to the Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the required services.

3.0 PRE-PROPOSAL CONFERENCE/JOB WALK

A non-mandatory pre-proposal conference will be held on Wednesday, March 2, 2011 at 2:00 p.m. in RCTC's Conference Room 'A', which is located at 4080 Lemon Street, 3rd Floor, Riverside, California 92501. All prospective Offerors are encouraged to attend the pre-proposal conference.

4.0 INSTRUCTIONS TO OFFERORS

4.1 Pre-Contractual Expenses

The Commission shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the Commission any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

4.2 Contract Type

The Commission intends to award a fixed unit rate, indefinite delivery/indefinite quantity (i.e., Task Order) contract based upon the fully burdened labor rates detailed under the attached Proposal Pricing Form (Appendix I). Contractor will be reimbursed for materials based on proposed mark-up rate.

4.3 Period of Performance

The contract term or period of performance shall be for a three-year base period with two single-year options to extend the agreement for a total period of performance of up to five years. The option term may be exercised by the Commission, at its sole discretion, with reasonable prior written notice to the Contractor.

4.4 Informed Proposer

Offerors shall review the Sample Contract Form (*Appendix D*) for a complete understanding of all terms and conditions included therein. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

4.5 Proposer Representations

By submitting a proposal, each proposer represents that it:

- 4.5.1 Has thoroughly examined and become familiar with the work described in the Statement of Work (*Appendix A*).
- 4.5.2 Understands the requirements of the Statement of Work, the nature and location of the work, and all other matters that can affect the work.
- 4.5.3 Will honor its proposal for 120 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the Commission.
- 4.5.4 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 4.5.5 Has reviewed the attached Sample Contract Form (*Appendix D*) and, other than through the request for clarification process described below in paragraph 4.7, will not seek to alter or revise its terms and conditions.
- 4.5.6 Will, if selected to perform the work, comply with all terms and conditions set forth in the contract associated with this procurement (Sample Contract form).
- 4.5.7 Will comply with:
 - The Fair Employment and Housing Act, relating to non-discrimination, (California Government Code Sections 12900 et seq.).
 - Statutory requirements relating to "Whistleblower" requirements (California Labor Code Sections 1101 et seq.).

- Statutory requirements relating to employment of undocumented aliens (California Public Contract Code, Section 6101).
- Statutory requirements related to “prevailing wage” requirements (California Labor Code, Sections 1720 et seq.).

4.6 Addenda

The Commission reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Such addenda will be posted on the Commission's website. Since such posting of addenda on the Commission's website is considered constructive notice of the document change, potential proposers are encouraged to check the Commission's website routinely for postings. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

4.7 Requests for Clarification

4.7.1 Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Statement of Work or terms and conditions set forth in this RFP must be submitted in writing via fax at (951) 787-7906, email at gmoore@rctc.org, or via regular mail to the Commission's offices listed above.

All such requests must be clearly labeled “Written Questions” and must reference the subject RFP number and title. Requests must be received by the Commission no later than 4:00 p.m. on Tuesday, March 8, 2011.

4.7.2 Commission Response

The Commission will respond to all written questions within a reasonable time period. For those which require a change to the RFP documents, a written addendum will be issued. Responses to written questions and addenda will be posted on the Commission's website. Therefore, all potential proposers to this subject RFP are encouraged to check the Commission's website frequently. The Commission will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

4.7.3 Exceptions or Clarifications to Sample Contract Form

Offerors shall familiarize themselves with the Sample Contract Form (*Appendix D*). The Commission intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the Offeror have concerns, questions, or recommended changes to the Sample Contract Form requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the Commission as set forth in paragraph 4.7.1. The Commission will review Offeror's concerns/recommendations and may post on the Commission's website Offeror's request and any comments from the Commission regarding the potential for consideration of such recommended change(s)

during formal negotiations with the successful Offeror. Changes to the Commission's Sample Contract form shall be made at the Commission's sole and absolute discretion.

Contractors are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Statement of Work should be submitted as part of the RFP clarification process.

4.8 Withdrawal of Proposal

The Contractor may withdraw its proposal before the opening of proposals by submitting a written request signed by an authorized representative of the firm and delivered to the Procurement and Assets Administrator.

4.9 Commission Rights

The Commission may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the Commission to issue a contract to implement this procurement.

Furthermore, the Commission reserves the right to:

- 4.9.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 4.9.2 Make an award for a portion of the Statement of Work.
- 4.9.3 Award contracts to one or more contractor(s).
- 4.9.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 4.9.5 Issue a subsequent or concurrent RFP.
- 4.9.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 4.9.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- 4.9.8 Postpone RFP openings for its own convenience.
- 4.9.9 Remedy or overlook technical errors in the RFP process.
- 4.9.10 Appoint an Evaluation Committee to review RFPs.
- 4.9.11 Seek the assistance of outside technical experts.
- 4.9.12 Approve or disapprove the use of particular subcontractors.

-
- 4.9.13 Establish a short list of offerors eligible for interview after review of written RFPs.
 - 4.9.14 Negotiate with any, all or none of the respondents to the RFP.
 - 4.9.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
 - 4.9.16 Accept other than the lowest monetary offer.
 - 4.9.17 Award a contract based upon initial offers.
- 4.10 The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If proposer outsources any work or job to a sub-proposer, it will be the prime proposer's responsibility to ensure that all sub-proposers meet the requirements set forth in this RFP and the resultant contract.
- 4.11 Public Records Act
- 4.11.1 All records, documents, drawings, plans, specifications and other materials submitted by contractor(s) in its proposal and during the course of any work awarded shall become the exclusive property of the Commission and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The Commission's use and disclosure of its records are governed by this act.
 - 4.11.2 The Commission will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The Commission will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the Commission be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the Commission's discretion, be deemed non-responsive.
 - 4.11.3 The Commission will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."
 - 4.11.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate contractor(s) shall indemnify, defend and hold harmless the Commission in such litigation.
- 4.12 Protest Procedures
- The Commission has on file a set of written protest procedures applicable to the solicitation. They may be obtained by contacting the designated Procurement Officer by fax at 951-787-7906. Any protest filed by a firm in connection with this RFP must be submitted in accordance with the Commission's written procedures.

4.13 Prohibited Prior Work

Any person or entity that has substantially assisted the Commission, or a Contractor duly engaged by the Commission in preparing any aspect of the RFP or any cost estimate associated with this procurement is prohibited from submitting a proposal in response to this RFP. Contractors that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services will be disqualified.

4.14 Prohibited Communications

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the Commission, other than the Procurement Officer named in this RFP. Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any Contractor engaged by the Commission for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Contractor even if the contract has already been awarded.

4.15 Use of Subcontractors

- 4.15.1 The proposer awarded a contract by the Commission must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the Commission. The Commission reserves the right to reject any proposal to function as the prime Contractor on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).
- 4.15.2 With prior approval of the Commission, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the Commission or any obligation on the part of the Commission to pay, or to be responsible for the payment of, any sums to the subcontractors.
- 4.15.3 The provisions of resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the Commission will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the limitations and documentation requirements of resultant agreement.
- 4.15.4 Upon written request from the Commission, the contractor shall supply the Commission with subcontractor agreements.

5.0 INSURANCE REQUIREMENTS

The Commission requires Contractors doing business with it to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract Form (*Appendix D*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract. Contractor may be required under applicable Task Orders to retain Railroad Protective Liability Insurance if the work is within 25 feet of the centerline of the track bed. Proposers need not secure this particular coverage until requested to do so under an awarded Task Order.

6.0 PROCUREMENT SCHEDULE

6.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held on Wednesday, March 2, 2011 at 2:00 p.m. in RCTC's Conference Room 'A', which is located at 4080 Lemon Street, 3rd Floor, Riverside, California 92501. All prospective Offerors are encouraged to attend the pre-proposal conference.

6.2 Request for Clarification(s) Deadline

Deadline for requests for clarification, pursuant to paragraph 4.7 above, is Tuesday, March 8, 2011.

6.3 Proposal Deadline Date

Proposals must be received at the offices of the Commission on or before Thursday, March 17, 2011 at 2:00 p.m.

Attention: Gregory Moore, Procurement and Assets Manager
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

6.3.1 Proposals that are mailed through either regular or expedited mail service should be addressed to the Commission office as listed above.

6.3.2 Proposals received after the specified date and time may be considered non-responsive and returned to senders unopened.

6.4 Contract Award

6.4.1 Tentative Contract award date is May 11, 2011. Prior to presenting this item to the full Commission for award, the Commission's Budget and Implementation Committee will review the item on April 25, 2011 on the first floor of the Commission building. Both meetings begin at 9:30 a.m. If necessary, please contact the Procurement Officer for further detail or updates regarding this process.

6.4.2 The Commission meets to consider award actions regularly on the second Wednesday of each month, at 9:30 a.m., local time. Commission meeting agendas list all items involving matters that are public information, including awards, and are posted at the Commission's offices at least 72 hours in advance of regular meetings, as are any changes in the time or place of these meetings.

6.4.3 At its sole discretion, the Commission may notify proposers of award recommendation information by mail, e-mail or fax. Failure to so notify any proposer shall not impact, alter or invalidate the Commission's action.

7.0 SUBMITTAL REQUIREMENTS

7.1 Proposal Content and Format

Please utilize the boxes below () as a checklist to ensure a complete response to the RFP.

7.1.1 Proposals shall be typed and submitted on 8½ x 11 inch paper. Inclusion of unnecessary, elaborate, or general promotional materials is discouraged. Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.

7.1.2 All proposals and should be clearly marked "**RFP No. 11-24-056-00, On-Call Painting Services**".

7.1.3 An original and four (4) copies of all materials are to be submitted by the Proposer.

7.1.4 PROPOSALS MUST INCLUDE THE FOLLOWING SECTIONS, ORGANIZED AS INDICATED HERE:

TAB 1 - Proposal Letter

Proposal Letter (Appendix 'F'). The proposal letter included herein as Appendix 'F' to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract.

TAB 2 - Qualifications of Firm

This section of the proposal should establish that the Contractor has the ability to satisfactorily perform the required work; the skill, knowledge and understanding of the subject matter; the requisite experience on similar assignments; and the appropriate financial stability and professional standing.

This section should, at a minimum, include:

a) Licensing. Provide a copy of the proposer's current and valid C-33 (Painting and Decorating) license issued by the California State Contractor's License Board.

-
- (b) Firm Profile. A brief profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (c) Litigation and Contract History. Provide a brief description of any:
- Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
 - Termination of a contract for convenience or for cause.
- (d) Project Reference Form (Appendix 'H'). Complete, sign and submit **Appendix 'H'** (Project Reference Form). Include assignments that are similar in nature and/or related to the work described in the Statement of Work. Describe the firm's experience in conducting assignments that are similar in nature and/or related to the work described in the Statement of Work. Each reference shall include: company name, address, contact person, email and telephone, and dates of work performed.
- (e) Organization Chart. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff members.
- (f) Identify subcontractors, if any, by company name, address, contact person, telephone number project function. Describe Offeror's experience working with each subcontractor.

TAB 3 - Qualifications of Personnel

This section should identify the qualifications of the individuals, sub Contractors, and/or suppliers that will be providing services.

- Include brief résumés or description of duties for key personnel, project staff and sub contractors highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, and applicable professional credentials.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current assignment and its duration, proposed position for this project, and how long the person has been with the firm/contractor.

TAB 4 - Approach and Understanding

Contractor shall provide a narrative that addresses the Statement of Work and demonstrates the Offeror's understanding of Commission's needs and requirements.

- Provide a thorough description demonstrating an understanding of the Statement of Work and its components; Describe how the Statement of Work will be implemented and monitored. Describe staffing levels and timeframe necessary for tasks described in the Statement of Work.
- Provide a written Safety Plan for onsite work.

TAB 5 – Required Forms

The required submittal forms must be included with the proposal. The forms shall be prepared using the copies provided with the RFP documents, or on legible photocopies. Proposals that are partial, incomplete or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

Proposers' authorized signatory must review, complete, sign and submit the following forms with its proposal:

- Appendix C – LABOR COMPLIANCE CERTIFICATION
- Appendix E – CAMPAIGN CONTRIBUTION CERTIFICATION
- Appendix G – CONTRACTOR INFORMATION FORM
- Appendix J – NON-COLLUSION AFFIDAVIT

TAB 6 -- COST PROPOSAL

- Proposal Pricing Form (Appendix 'I'). Complete and submit proposed pricing information under Appendix 'I', Proposal Pricing Form for the services described under Appendix A, Statement of Work, of the RFP.

8.0 EVALUATION OF PROPOSALS

8.1 Basis of Award

8.1.1 Any proposals submitted in response to this RFP will be evaluated according to the stated evaluation criteria. The evaluation criteria may only be modified by written addendum to the RFP.

8.1.2 If awarded, a contract award(s) will be made to the proposer(s) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

8.2 Minimum Qualifications

8.2.1 Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for

at least THREE (3) years. Less than the minimum required experience will eliminate that proposer from further consideration.

- 8.2.2 CONTRACTOR shall hold a valid C-33 (Painting and Decorating) license issued by the California State Contractor's License Board at the time the contract is awarded and throughout the full term of the agreement, if awarded.
- 8.3 Evaluation Criteria – Qualifications of Firm, Qualifications of Personnel, Approach and Understanding, Cost. Contractor's proposal shall be evaluated based upon the following criteria (subcriteria shall be equally weighted):
- 8.3.1 Evaluation Criteria - **100** total points possible.

➤ **Qualifications of Firm (30 points max.)**

Experience in performing work similar in nature and/or related to the work described in the Statement of Work; experience working with public agencies,; strength and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment. References.

➤ **Qualifications of Personnel (20 points max.)**

Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; concurrence in the restrictions on changes in key personnel.

➤ **Approach and Understanding (10 points max.)**

Depth of Offeror's understanding of Commission's requirements; overall quality and logic of work plan; safety program and history; appropriateness of labor distribution among the tasks; ability to meet project deadlines; utility of suggested technical or procedural innovations.

➤ **Cost (40 points max.)**

Reasonableness of the total price based on required services and total estimated hours and competitiveness of this amount; basis on which prices are quoted.

9.0 DEBRIEFINGS

If requested, oral debriefings will be given to unsuccessful firms after the Commission's Board authorizes an award of the subject contract.

END

APPENDIX A – STATEMENT OF WORK
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

**APPENDIX A – STATEMENT OF WORK
REQUEST FOR PROPOSALS NO. 11-24-056-00**

ON-CALL PAINTING SERVICES

1.0 GENERAL INFORMATION

- 1.1 The five (5) “Metrolink” commuter rail stations and the Perris Transit Center owned and operated by the Riverside County Transportation Authority (hereinafter “Commission” or “RCTC”) require cleaning, repair, repainting, and painting of various painted and coated surfaces and elements.
- 1.2 The intent of this RFP is to secure the services of up to three qualified painting firms to provide on-call, as-needed painting services for a period of performance that is not to exceed five years, inclusive of two single-year option terms.
- 1.3 The five Commission-owned commuter rail stations were built at different times over the past twelve years with different architectural themes, therefore, the stations vary in appearance and materials used. A description of the five commuter rail stations and the Perris Transit Center are as follows:
- Riverside Downtown Station
 - La Sierra Station
 - Pedley Station
 - North Main Corona Station
 - West Corona Station
 - Perris Transit Center

2.0 SCOPE OF SERVICES

2.1 GENERAL

The contractor will provide cleaning, surface preparation, paint repair and repaint services at each of the stations, including but not limited to performance of the following tasks:

- 2.1.1 All surfaces being prepared for paint and the surrounding area are to be pressure washed (cleaned).
- 2.1.2 Protect other surfaces whether to be painted or not, against damage by painting and finishing work.
- 2.1.3 Preparation of painted surfaces shall include hand removal of damaged paint to primer or bare metal which shall be included in the cost of repainting.
- 2.1.4 All painted surfaces that require spot paint repair will have a complete paint application applied after spot repairs are completed. The complete element that has received a spot repair shall be repainted, not just the location of the spot repair.

-
- 2.1.5 Inspect all surfaces to be treated prior to the application of painting material and correct or repair all defects that might affect the work. Repairs shall include removal and replacement of rusted and/or damaged materials.
 - 2.1.6 Provide in advance of their use, Materials Safety Data Sheets (MSDS) for all products used by the Contractor under this agreement.
 - 2.1.7 All materials required to complete the services under this agreement shall be furnished by the contractor, unless agreed otherwise in writing by the parties. Upon approval of a Task Order, the contractor shall notify the Commission's designated project manager of the proposed source of supply of all materials to be used in the work and shall furnish samples of such materials as may be required by the Commission's designated project manager.
 - 2.1.8 All work and materials covered by this statement of work and associated Task Orders shall be subject to inspection at any and all times by the Commission's designated project manager.

2.2 SURFACE PREPARATION

Contractor shall:

- 2.2.1 Ensure that all repairs and repainting match all exterior or interior colors to existing color schemes of the building, facility, or item being painted unless the designated Commission project manager directs otherwise and performed to the acceptance of RCTC.
- 2.2.2 Clean all surfaces to be painted or primed of all foreign material, including loose paint, chipped paint, rust scale, oil, grease, dirt, mildew, chemicals, attached or applied items or materials, and minor defects removed by light sanding, or any other material that may interfere with the proper application, adhesion, and longevity of the paint or applied material. Contractor shall not apply paint or other materials to wet, dusty, damp, dirty, finger marked, unfinished, rough or otherwise defective surfaces until such conditions have been properly remedied.
- 2.2.3 Remove all hardware items before painting including but not limited to electrical and telephone plates and covers, hardware from doors and frames, removable door numbers and signs, graphic letters and numbers, etc., and replace all items on completion of the painting work.
- 2.2.4 Not apply paint in damp or rainy weather or at temperature below 50 degrees Fahrenheit.
- 2.2.5 Provide undercoat paint when required, produced by the same manufacturer as the finish coat.
- 2.2.6 Use only thinner approved by the paint manufacturer, and use only within the recommended limits.
- 2.2.7 Sand and wash with a solution of TSP or equal or Glossy surfaces shall be sanded, washed with a solution of TSP or equal or treated with liquid sandpaper on all glossy surfaces to provide a roughened surface for proper adhesion.
- 2.2.8 Remove all rust and corrosion from metal surfaces. Spot prime on the day of application all bare metal primed with a primer that will withstand exposure to the elements and also be compatible with subsequent finish coats. Spot repairs and

application of primer coat, base coat and finish coat in accordance with specifications provided by the designated Commission Project Manager.

- 2.2.9 Clean galvanized metal items with peeled paint with scrapers, sandpaper or wire brush to remove all damaged paint and properly primed before painting.

2.3 PAINT APPLICATION

Contractor shall:

- 2.3.1 Apply all coats of all materials to manufacturer's specifications.
- 2.3.2 Apply finish coats that are free of all defects including but not limited to brush marks, sanding marks, runs, sags, skips, crawls, and holidays, regardless of number of coats applied.
- 2.3.3 Ensure that all exposed electrical conduit, hangers, outlet boxes, junction boxes, raceways, gutters, supporting frames, piping, ductwork, grilles, registers, insulation or unprimed electrical equipment in areas calling for finishing shall be painted one coat of adjacent finish over prime coat.
- 2.3.4 Apply final coats with an even finish.
- 2.3.5 Provide and hang a sufficient number of "Wet Paint" signs to protect all newly painted finishes.
- 2.3.6 Ensure that all after hours, and weekend work shall be only with the prior approval of the designated Commission representative and will be done on straight time, no overtime.

2.4 WORK ELEMENTS BY STATION:

2.4.1 Pedley Station

- Parking Lot and Bus Loop Lights
- Main and Emergency Platform Lights
- Bollard posts
- Lighting Control Cabinet and other cabinets
- Canopies
- Sign Posts

2.4.2 La Sierra Station

- Parking Lot Lights
- Parking Lot Covered Parking Canopy (Solar Panels)
- North Platform Lights
- South Platform Lights
- Pedestrian Bridge Stairwell
- Pedestrian Bridge Walkway (interior and exterior)

- Pedestrian Bridge Structural Steel (framing)
- Canopy
- Lighting Control Cabinet and other cabinets
- Railing and Fencing
- Sign Posts

2.4.3 West Corona Station

- Parking Lot Lights
- Parking Lot Covered Parking Canopy (Solar Panels)
- North Platform Lights
- South Platform Lights
- Pedestrian Bridge Stairwell
- Pedestrian Bridge Walkway (interior and exterior)
- Pedestrian Bridge Structural Steel (framing)
- Canopy
- Lighting Control Cabinet and other cabinets
- Railing and Fencing
- Sign Posts

2.4.4 North Main Corona Station

- Parking Lot Lights
- North and South Platform Lights
- Lighting Control Cabinet and other cabinets
- Canopies
- Platform striping
- Sign Posts

2.4.5 Riverside Downtown Station

- Parking Lot Lights
- Parking Lot Covered Parking Canopy (Solar Panels)
- North Platform Lights
- South Platform Lights
- Pedestrian Bridge Stairwell
- Pedestrian Bridge Walkway (interior and exterior)
- Pedestrian Bridge Structural Steel (framing)
- Canopy

- Lighting Control Cabinet and other cabinets
- Railing and Fencing
- Sign Posts

2.4.6 Perris Transit Center

- Parking Lot and Bus Loop Lights
- Main and Emergency Platform Lights
- Bollard posts
- Lighting Control Cabinet and other cabinets
- Canopies
- Sign Posts

2.5 COMMUTER RAIL STATION WORK

Contractor acknowledges that all Commission-owned commuter rail stations are “operating” rail stations with passengers, passengers vehicles, buses, taxis, limos, etc.

2.5.1 All parking lots must be kept open at all times for smooth flow of pedestrian traffic and vehicle traffic, small areas can be coned off where work needs to be performed as long as it does not impact traffic and/or pedestrian flow. Coning off the number of parking stalls around the proposed work areas shall be kept to a minimum and approved by the Commission's designated project manager prior to commencing work.

2.5.1.1 In no case shall the number of parking stalls to be barricaded at each station exceed the following:

- Pedley Station – 110 spaces (includes 35 for laydown area)
- La Sierra Station –300 spaces (Laydown area shall be the vacant property north of the parking lot [between the parking lot and the Bowling Alley])
- North Main Corona Station –100 spaces (laydown area not included in this allowance)

2.5.1.2 RCTC will review the proposed contractor schedule and potentially permit a greater number of stalls to be barricaded to improve efficiency and expedite the work.

2.5.1.3 Where work affects handicapped parking, Contractor shall make provisions to accommodate the same number of affected parking stall in close proximity to station platforms as possible, subject to RCTC approval.

2.5.2 Metrolink operates an additional two (2) trains on Saturday and Sunday, during the summer months between July 3 and October 10. Contractor shall account for these additional trains on the weekends in their bid and schedule.

2.5.3 Contractor shall be aware that BNSF Railroad operates on the tracks on a continuous basis. Approximately 80 trains a day pass through the stations.

2.5.4 Contractor Orientation Training

All Contractor personnel or subcontractors working within 25-feet of the centerline of the track shall possess valid Contractor Orientation Training for BNSF Railway.

2.5.4.1 This can be obtained from the following web site:
<http://www.contractororientation.com/>.

2.5.4.2 When working within 25-feet of the centerline of the track or when equipment has the potential to foul (fall on or block) the tracks BNSF will require a BNSF flagger be present during the work.

2.5.4.3 When working within 25-feet of the centerline of the track or when equipment has the potential to foul (fall on or block) the tracks Contractor will be required to coordinate the work with the BNSF Flagger at the beginning of each work day.

2.5.4.4 When working within the 25-foot zone, the BNSF Flagger may require all operations to stop and for the contractor's forces to move out of the zone when trains pass through the station. This should be anticipated in the scheduling of the work.

3.0 CONTRACTOR OBLIGATIONS

3.1 PERSONNEL AND USE OF SITE(S)

3.1.1 The contractor shall provide a competent and sufficient supervisory work force as may be necessary to properly maintain efficient performance of the work at all times. Supervision shall have full authority to represent the contractor in making decisions and executing the work in a first class workmanlike manner.

3.1.2 Contractor shall not employ on any work for the Commission any unfit person or anyone unskilled in the work assigned to him, and contractor shall at all times keep the work site, including any storage areas used by him, free from accumulation of waste materials, trash or rubbish. All material shall be removed from each site by the end of each work day. Neither new or used materials shall be stored on site. All materials that are replaced shall be properly disposed off-site by the Contractor in accordance with all environmental requirements. Commission dumpsters shall not be used for this purpose.

3.1.3 Contractor shall confine the storage of materials and operations of its workers, vehicles and equipment to limits prescribed by law, ordinances, permits and the directions of the Commission's designated project manager and, upon completion of work for the Commission, Contractor shall leave the work and premises in a condition satisfactory to the Commission's designated project manager.

3.1.4 The contractor shall preserve and protect from damage all existing monuments, utilities, structures, and hardscape. The contractor shall be responsible for

damages caused by its operations. In the event that damage does occur, the cost of repairs shall be paid by the contractor at no cost to the Commission.

- 3.1.5 Any concerns expressed by contractor, adjacent property owners or government officials regarding acceptable conditions or procedures on Commission-owned property will be resolved by consultation with the Commission's designated project manager, prior to starting the work.

3.2 SAFETY

- 3.2.1 All contractors and subcontractors performing services for the Commission are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- 3.2.2 Contractor shall provide all reasonably necessary safety equipment, including but not limited to helmets, eye protection, hearing protection, paint and particle respirators, and to ensure that his/her crews use this safety equipment when working on Commission property. Contractor shall be held accountable for any infraction of safety equipment use.
- 3.2.3 Maintenance activities on the property shall be performed in a safe and efficient manner and shall comply with all local, state, and federal requirements. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor and sub-contractors employees will be expected to wear approved safety equipment and follow all relevant safety rules and guidelines.
- 3.2.4 Contractor shall furnish, install and maintain all warning devices, i.e. barricades, cones, etc. required to adequately protect the public during the performance or work. All platforms, stairwells, elevators and commodities on the station must remain open and operable at all times. The contractor shall place orange cones, temporary signage and barricades as deemed necessary to maintain proper flow around the proposed areas of work.
- 3.2.5 When work results in airborne products, such as pressure washing, appropriate shields and barriers shall be erected to contain the airborne products and protect the station patrons.
- 3.2.6 If welding of items is deemed necessary, Contractor shall provide adequate flash shielding and protection to protect the station patrons from welding arc flashes.

3.3 LABOR AND MATERIALS

- 3.3.1 CONTRACTOR shall provide all labor, materials, and tools required for the provision of the required services.
- 3.3.2 Provide necessary equipment (i.e., ladders, ladder trucks, aerial lifts, scaffolding, etc.) required to perform the work specified in the CONTRACT which shall include those tools and equipment required for repairing/replacing of all equipment regardless of height.

- 3.3.3 Contractor shall provide all storage space needed for performance of this work in an off- site location. COMMISSION facilities shall not be used for the storage of any material, tools or equipment required to perform this work.
- 3.3.4 All replaced material shall be made available to the Commission upon the Commission's request.
- 3.3.5 Unless otherwise specifically noted, contractor shall provide and pay for all labor, materials, equipment, tools, utilities not provided by the Commission, transportation and other facilities and services needed for the proper execution and completion of the work.
- 3.3.6 All materials shall be new, high grade (commercial grade), free of defects, suitable for the specific purpose intended, and subject to the review and approval of the Contract Administrator or his designee.
- 3.3.7 Materials being replaced shall be replaced with the same make and model or an approved equal. All "OR EQUALS" must be approved by the Commission's designated project manager or his/her designee.
- 3.3.8 Any material or equipment not conforming to the requirements or found to be damaged or defective at the time of delivery shall be replaced by the contractor without additional cost to the Commission.
 - 3.3.8.1 If the contractor fails to comply promptly with any order of the Commission's designated project manager, to replace or repair damaged or defective material, equipment or work, the Commission's designated project manager shall, upon written notice to the contractor, have the authority to deduct the cost of such replacement or repair from any compensation due or to become due the contractor.
- 3.3.9 Certain small parts, such as wire, nuts, bolts, screws, tape and other consumables shall be included as overhead in the labor cost quoted for a project.
- 3.3.10 All guarantees and warranties obtainable by the contractor from manufacturers and vendors of equipment, in the performance of this contract, shall be extended to the Commission to the full extent of their terms.
- 3.3.11 All work shall be under warranty for a period of 18 months.

3.4 KEY PERSONNEL AND QUALIFICATIONS

- 3.4.1 Key personnel will be available to the extent proposed for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Commission. This includes subcontractors that are considered "key" to the successful execution of this project.
- 3.4.2 Qualifications applicable to all positions:
 - 3.4.2.1 All vehicle equipment operators must have and maintain appropriate licenses for the operation of such equipment.
 - 3.4.2.2 Ability to work out of doors in all weather conditions, to climb irregular embankments and ladders, to lift objects not exceeding OSHA weight regulations.

4.0 TASK ORDER PROCEDURES

4.1 DEFINITIONS

- 4.1.1 The **terms *bid* and *proposal*, *bidder* and *proposer*, *scope of work* and *statement of work*, are interchangeable** as relates to this statement of work. The term *contractor* shall refer to the firm or firms that are awarded the ensuring contract for services.
- 4.1.2 A Task Order is utilized by the parties to establish, outline, and authorize a particular job or task.

4.2 INITIATING TASK ORDERS

- 4.2.1 The Commission's designated project manager will issue Task Orders to Contractor on a rotational/qualifications basis as needed, when needed.
- 4.2.2 **REQUEST FOR TASK ORDER SUBMITTALS.** Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and **SUBMIT A TASK ORDER** proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.
- 4.2.3 **REVIEW AND AWARD OF TASK ORDERS.** The Commission's designated project manager will review the submitted Task Order to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will approve and award the Task Order. If required, the Commission's designated project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of the parties' negotiations.
- 4.2.4 **TASK ORDER SCHEDULE.** The contractors' performance of services shall commence under each Task Order schedule and only upon written authorization by the Commission.
- 4.2.4.1 Contractor shall provide a detailed schedule for each Task Order as to when the work associated with that Task Order will be performed.
- 4.2.4.2 The Stations will be operational during the performance of the work and the work will need to be staged to minimize the impact to the patrons.
- 4.2.4.3 The stations are operational from 4:30am to 10pm with patrons parking and accessing the stations.
- 4.2.4.4 All work can be completed during the normal work week following the rush hours (between 4:00 am and 8:30am) or during weekend hours with prior authorization from RCTC. Premium time for weekend work will not be permitted.
- 4.2.4.5 The Contractor shall notify RCTC one week in advance of performing any work that may have a substantial impact on station patrons or station operations in order to allow for notification to the station passengers and vehicle drivers of scheduled work.

- 4.2.4.6 Contractor shall complete the services within the time frame specified on a particular Task Order. The duration of a particular Task Order may not exceed 12 months, unless otherwise approved in writing, or extend beyond the terms of the governing agreement.
- 4.2.5 All work shall be subject to the inspection and approval of the COMMISSION either by the Contract Administrator or a designated representative prior to the acceptance and approval of payment.
- 4.2.6 Any damage to RCTC property, station patrons' vehicles, or Buses that is caused by the contractor shall be repaired by the contractor with no cost to RCTC.
- 4.3 NOTIFICATION AND RESPONSE TIME(S)
- 4.3.1 Unless otherwise directed by the Commission's designated project manager, contractor must respond as follows:
- Standard Services** – Unless otherwise agreed under the subject Task Order, Contractor must initiate services within forty eight (48) hours of receipt of an authorized Task Order.
- Submit Task Order Proposal** – Contractor must provide a Task Order Proposal in response to the Commission's request for services within forty-eight (48) hours of its receipt of a duly authorized request for Task Order submittal.
- Perform/Complete Task Order Work** – Contractor must complete work described in the Task Order pursuant to the schedule for .
- Emergency Services** - In an emergency situation, as determined by Commission staff, the Commission will require the contractor to respond immediately to address the situation (including weekends) within an 8-hour period.
- 4.3.2 Contractor and sub-contractors must provide the Commission with 24-hour contact number(s) for contractor's key personnel and an acceptable means of emergency "on-call" communication with the Commission's designated project manager.
- 4.3.3 Contractor's offices must have voice, fax and e-mail capability.
- 4.3.4 RCTC shall be notified 24 hours in advance prior to starting any work, and it is the contractor's responsibility to notify the Commission's designated project manager of work completion within 24 hours of completion of each Task Order.
- 4.3.5 The Contractor shall identify the locations they plan on working so the passengers can be notified to not park in those areas.
- 4.3.6 The Contractor will need to secure the areas they plan on working in to ensure patrons do not park or walk through work zones.
- 4.3.7 The Commission's designated project manager must be notified when contractor and or its subcontractor has employees on Commission-owned property, at times other than regularly scheduled work times.
- 4.3.8 Contractor and/or its subcontractor are to immediately notify the Commission's designated project manager of any unsafe or questionable condition that exists on the property. The Commission's designated project manager will then notify the necessary parties.

5.0 SITE MAINTENANCE AND CLEANUP

- 5.1 Contractor shall keep all work areas free from accumulations of waste material or rubbish caused by Contractor employees and their work. At the end of each day at a site, Contractor shall remove all rubbish, debris, tools, equipment and materials from a project and shall leave work area "broom clean" or equivalent unless more exactly specified by the Commission's designated project manager.
- 5.2 Contractor shall clean all work areas of any excess or spilled materials or debris resulting from Contractor's work on the same day debris is generated. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday.
- 5.3 Contractor shall comply with all hazardous materials disposal laws, rules, regulations and ordinances.

6.0 DIRECT COSTS AND MATERIAL MARKUP

- 6.1 Contractor shall be compensated for reasonable and allowable materials costs detailed on the Proposal Pricing Form Appendix 'I' and/or otherwise incurred under a particular Task Order. Materials costs must be substantiated with invoices submitted by the contractor for materials used in performing the approved tasks issued under the subject Task Order.
- 6.2 Contractor markup on materials required to perform the services described herein shall be fixed for the term of the agreement. In no case, shall contractor's mark up for materials exceed fifteen percent (15%).
- 6.3 Receipts will be required and shall be provided by the Contractor to substantiate costs incurred by the contractor for all materials included in each invoice submitted to the Commission for payment.

End of Statement of Work

APPENDIX B – STATION LOCATIONS
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

STATION LOCATIONS

West Corona Metrolink Station

155 S. Auto Center Dr
Corona, CA 92880

North Main Corona Station

250 E. Blaine Street
Corona, CA 92879

La Sierra Station

10901 Indiana Ave
Riverside, CA 92503

Riverside Downtown

4066 Vine Street
Riverside, CA 92507

Pedley Station

6001 Pedley Road
Riverside, CA 92509

Perris

121 S. C Street
Perris, CA 92571

APPENDIX C – LABOR COMPLIANCE CERTIFICATION
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

LABOR COMPLIANCE CERTIFICATION
WORKER'S COMPENSATION
APPENDIX 'C'

LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Name of Contractor: _____

By: _____
Signature

Name

Title

Date

**APPENDIX D – SAMPLE CONTRACT FORM
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL PAINTING SERVICES FOR METROLINK STATIONS [___ CONTRACTOR___]

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 200_, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [___NAME OF FIRM___] ("Contractor"), a [___LEGAL STATUS OF CONTRACTOR e.g., CORPORATION___].

2. RECITALS.

2.1 Contractor desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Contractor represents that it is a professional Contractor, experienced in performing painting services in a safe and efficient manner for public clients and is familiar with the scope of services of Commission.

2.2 Commission desires to engage Contractor to render certain services for the conduct of On-Call Painting Services ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon request of the Commission, Contractor shall provide a more detailed schedule of anticipated performance to

meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel or Sub-Contractors. Contractor has represented to Commission that certain key personnel and sub-Contractors will perform and coordinate the Services under this Agreement. Should one or more of such personnel or sub-Contractors become unavailable, Contractor may substitute other personnel or sub-Contractors of at least equal competence and experience upon written approval of Commission. In the event that Commission and Contractor cannot agree as to the substitution of key personnel or sub-Contractors, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel and sub-Contractors for performance of this Agreement are as follows: _____.

3.7 Commission's Representative. Commission hereby designates [**INSERT NAME OR TITLE**], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Contractor shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Contractor's Representative. Contractor hereby designates [**INSERT NAME OR TITLE**], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Contractor agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, Contractors and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally

recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.

3.11 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this

Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the

Commission does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed [**__INSERT WRITTEN DOLLAR AMOUNT__**] (**\$_[__INSERT NUMERICAL DOLLAR AMOUNT__]**) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Contractor shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

Attn: _____

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data").

Contractor shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Contractor shall defend, indemnify and hold Commission, its directors, officials, officers, employees, Contractors, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission or its directors, officials, officers, employees, Contractors, agents and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, Contractors, agents and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Commission and its directors, officials, officers, employees, Contractors, agents and/or volunteers, for any and all legal expenses and costs incurred by

each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission or its directors, officials, officers, employees, Contractors, agents and volunteers.

The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Contractor shall defend, indemnify and hold Commission, its directors, officials, officers, employees, Contractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, Contractors, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Contractors. The Commission reserves the right to employ other Contractors in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Contractor without the prior written consent of Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.28 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Contractor shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Contractor certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Contractor with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall

apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any sub-Contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-Contractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Contractor shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-Contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Services are not subject to the Eight-Hour Law.

[signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL
PAINTING SERVICES WITH [__ CONTRACTOR __]**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
[INSERT NAME OF CONTRACTOR]**

By: _____
[INSERT NAME], Chairman

Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger LLP
General Counsel

Exhibit "A"
Scope of Services

[__ INSERT __]

Exhibit "B"
Schedule of Services

[__ INSERT __]

Exhibit "C"
Compensation

APPENDIX E – CAMPAIGN CONTRIBUTION CERTIFICATION
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside
John F. Tavaglione, County of Riverside
Jeff Stone, County of Riverside
John J. Benoit, County of Riverside
Marion Ashley, County of Riverside
Bob Botts / Don Robinson, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Joseph DeConinck / Carie Covell, City of Blythe
Ella Zanowic / Jeff Hewitt, City of Calimesa
Mary Craton / Barry Talbot, City of Canyon Lake
Greg Pettis / Kathleen DeRosa, City of Cathedral City
Steven Hernandez / Eduardo Garcia, City of Coachella

Karen Spiegel / Steve Nolan, City of Corona
 Scott Matas / Russell Betts, City of Desert Hot Springs
 Adam Rush / Ike Bootsma, City of Eastvale
 Larry Smith / Robert Youssef, City of Hemet
 Douglas Hanson / Patrick Mullany, City of Indian Wells
 Glenn Miller / Michael Wilson, City of Indio
 Terry Henderson / Don Adolph, City of La Quinta
 Bob Magee / Melissa Melendez, City of Lake Elsinore
 Darcy Kuenzi / Wallace Edgerton, City of Menifee
 Marcelo Co / Richard Stewart, City of Moreno Valley
 Rick Gibbs / Kelly Bennett, City of Murrieta
 Berwin Hanna / Kathy Azevedo, City of Norco
 Jan Harnik / William Kroonen, City of Palm Desert
 Steve Pougnet / Ginny Foat, City of Palm Springs
 Daryl Busch / Al Landers, City of Perris
 Scott Hines / Gordon Moller, City of Rancho Mirage
 Steve Adams / Andy Melendrez, City of Riverside
 Scott Miller / Andrew Kotyuk, City of San Jacinto
 Ron Roberts / Jeff Comerchero, City of Temecula
 Ben Benoit / Timothy Walker, City of Wildomar
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date) _____

BIDDER:

Signature of Bidder

Name

Title

Company

APPENDIX F – PROPOSAL LETTER
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

PROPOSAL LETTER

**RIVERSIDE COUNTY
TRANSPORTATION AUTHORITY
4080 LEMON STREET
THIRD FLOOR
RIVERSIDE, CA 92501**

**SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. 11-24-056-00
ON-CALL PAINTING SERVICES**

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to the Commission all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 120 days after the proposal due date.

Further, the undersigned agrees to execute the Commission prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the Commission in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;

- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Subcontractor, Supplier) performing the work fulfill the specified requirements, and
- E. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.
- F. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Commission Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the Commission to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

Therefore, the undersigned hereby agrees that the Commission will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

No.	Date	Initials

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's
Name: _____

Business
Address: _____

Contractor's
License No.: _____

License Expiration
Date: _____

Classification
Type: _____

Phone: _____ Fax: _____

e-mail address :

Signature of Authorized Official

Type or Print
Name

Title

Date

being duly sworn, deposes and says

Name

That he/she is
the

of

Title

Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before
this

_____ day of _____

, 201__.

Notary Public:

My Commission
expires:

APPENDIX G – CONTRACTOR INFORMATION FORM
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

APPENDIX G
CONTRACTOR INFORMATION FORM

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number: _____

Contractor Authorized Signature for Agreement:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Contractor Point of Contact:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Is your company a Certified Disadvantaged Business Enterprise (DBE)?

Yes No

Will your company be utilizing Certified Disadvantaged Business Enterprise (DBE) firm(s) under this agreement?

Yes No

Does your firm currently carry Railroad Protective Liability Insurance Coverage?

Yes No If yes, please name the carrier and limits _____

APPENDIX H – PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

APPENDIX H - PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS (RFP) NO. 11-24-056-00
ON-CALL PAINTING SERVICES

Provide experience and past performance information in the format provided below which demonstrates three (3) or more years of comparable professional experience. The Commission will contact references to verify information provided and inquire of past performance data. Add additional pages, if necessary.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTRACT PERSON	TOTAL VALUE OF CONTRACT	DATE CONTRACT BEGAN	DATE CONTRACT ENDED
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		

APPENDIX I – PROPOSAL PRICING FORM
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

APPENDIX 'I'
PROPOSAL PRICING FORM

REQUEST FOR PROPOSALS NO. 11-24-056-00

PART I: BASE YEARS 1, 2 & 3 (Fully Burdened Labor Rates)

	LABOR CLASSIFICATION	Regular Rate	Weekend Rate	Holiday Rate
1.	Supervisor/Foreman	\$ /hr	\$ /hr	\$ /hr
2.	Journeyman Painter	\$ /hr	\$ /hr	\$ /hr
3.	Apprentice	\$ /hr	\$ /hr	\$ /hr
4.	Helper	\$ /hr	\$ /hr	\$ /hr
5.	Other _____	\$ /hr	\$ /hr	\$ /hr

PART II: YEAR 4 (1st Option)

	LABOR CLASSIFICATION	Regular Rate	Weekend Rate	Holiday Rate
6.	Supervisor/Foreman	\$ /hr	\$ /hr	\$ /hr
7.	Journeyman Painter	\$ /hr	\$ /hr	\$ /hr
8.	Apprentice	\$ /hr	\$ /hr	\$ /hr
9.	Helper	\$ /hr	\$ /hr	\$ /hr
10.	Other _____	\$ /hr	\$ /hr	\$ /hr

Part III: YEAR 5 (2nd Option)

	LABOR CLASSIFICATION	Regular Rate	Weekend Rate	Holiday Rate
11.	Supervisor/Foreman	\$ /hr	\$ /hr	\$ /hr
12.	Journeyman Painter	\$ /hr	\$ /hr	\$ /hr
13.	Apprentice	\$ /hr	\$ /hr	\$ /hr
14.	Helper	\$ /hr	\$ /hr	\$ /hr
15.	Other _____	\$ /hr	\$ /hr	\$ /hr

APPENDIX 'I'
PROPOSAL PRICING FORM

REQUEST FOR PROPOSALS NO. 11-24-056-00

ON-CALL PAINTING SERVICES

The labor rates quoted above shall include all direct and indirect cost, labor costs in accordance with the established general prevailing wage rate requirements, truck, all necessary equipment, tools, overhead, travel, depreciation, other expense and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour. The Commission reserves the unilateral right to authorize the award of the Year 4 & 5 option term(s) associated with Contract No. 11-24-056-00 (ON-CALL PAINTING SERVICES).

Part IV: Materials Mark-Up

Proposed Markup on Materials	Years 1 through 5
	_____ % Markup on Materials

Contractor will be reimbursed for Materials on the basis of actual invoice cost to the Contractor plus the percentage of mark-up or discount quoted on Part IV of this Proposal Pricing Form. Contractor shall provide with his invoice a copy of the supplier's invoice for all materials used in carrying out the various tasks issued under this contract, in order to substantiate costs incurred for work approved by the Commission under this agreement. In no case will the Commission consider a vendor whose mark-up on such materials exceeds 15% of its actual cost.

Company Name: _____

Authorized Signature: _____

Print Name/Title: _____

Date: _____

END OF PROPOSAL PRICING FORM

APPENDIX J – NON-COLLUSION AFFIDAVIT
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

APPENDIX 'J'
NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of)

Being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder, or that of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Typed or Printed Name

Subscribed and sworn before me
This ____ day of _____, 20____

Notary Public in and for
the State of California

APPENDIX K – PREVAILING WAGE DETERMINATION
REQUEST FOR PROPOSALS NO. 11-24-056-00
ON-CALL PAINTING SERVICES

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

LOCALITY: RIVERSIDE COUNTY

DETERMINATION: RIV-2010-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	EMPLOYER PENSION	PAYMENTS VACATION / HOLIDAY	TRAINING	STRAIGHT-TIME		TOTAL HOURLY RATE	OVERTIME HOURLY RATE		SUNDAY HOLIDAY
								OTHER	HOURS		DAILY	SATURDAY	
BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	08/22/2010	04/30/2011**	35.250	5.000	5.220	-	0.400	0.560	8.0	46.430	64.060	64.060	81.
BRICKLAYER:													
MASON FINISHER	08/22/2010	04/30/2011*	25.200	5.000	5.750	-	0.400	0.560	8.0	36.910	49.510	49.510	62.
BRICK TENDER	08/22/2009	06/30/2010*	27.170	4.760	5.750	3.600	0.640	0.280	8.0	42.200	55.790	55.790	69.
BRICK TENDER:													
FORKLIFT OPERATOR	08/22/2009	06/30/2010*	27.620	4.760	5.750	3.600	0.640	0.280	8.0	42.650	56.460	56.460	70.
CARPET, LINOLEUM, RESILIENT TILE LAYER	02/22/2010	04/30/2010*	30.850	5.330	2.700	2.050	0.460	0.200	8.0	41.590	57.010	57.010	72.
MATERIAL HANDLER - FIRST SIX MONTHS	08/22/2007	09/30/2007*	9.250	-	-	0.550	-	-	8.0	9.800	14.430	14.430	19.
MATERIAL HANDLER - AFTER SIX MONTHS	02/22/2010	04/30/2010*	9.250	5.330	0.950	0.550	0.100	0.150	8.0	16.330	20.950	20.950	25.
DRYWALL FINISHER	08/22/2010	10/05/2010**	33.220	5.300	3.400	3.070	0.420	0.470	8.0	45.880	62.490	62.490	79.
DRYWALL FINISHER:													
ELECTRICIAN:													
COMM & SYSTEM INSTALLER	02/22/2010	11/28/2010**	27.030	5.500	2.450	-	0.650	0.210	8.0	36.650	50.570	50.570	64.
COMM & SYSTEM TECH.	02/22/2010	11/28/2010**	28.830	5.500	2.450	-	0.650	0.210	8.0	38.500	53.350	53.350	68.
INSIDE WIREMAN, TECHNICIAN	08/22/2010	02/27/2011**	35.100	5.900	10.490	-	0.750	0.180	8.0	53.730	71.900	71.900	90.
CABLE SPLICER	08/22/2010	02/27/2011**	36.100	5.900	10.490	-	0.750	0.180	8.0	54.760	73.440	73.440	92.
FIELD SURVEYOR:													
CHIEF OF PARTY (018.167-010) N	02/22/2010	09/30/2010*	42.810	8.200	5.550	0	0.750	0.100	8.0	57.410	78.230	99.050	140.
INSTRUMENTMAN (018.167-034) N	02/22/2010	09/30/2010*	40.310	8.200	5.550	0	0.750	0.100	8.0	54.910	74.480	94.050	133.
CHAINMAN/RODMAN (869.567-010) N	02/22/2010	09/30/2010*	39.730	8.200	5.550	0	0.750	0.100	8.0	54.330	73.610	92.890	131.
GLAZIER	08/22/2010	12/31/2010**	38.900	6.350	11.640	0	0.620	0.340	8.0	57.850	76.300	76.300	94.
MARBLE FINISHER	08/22/2010	05/31/2011*	27.040	7.010	2.510	-	0.250	0.360	8.0	37.170	50.690	50.690	64.
PAINTER:													
LEAD ABATEMENT	08/22/2010	12/31/2010**	29.320	5.300	2.790	1.050	0.540	0.670	8.0	39.670	54.330	54.330	54.
REPAINT PAINTER, LEAD ABATEMENT	08/22/2010	12/31/2010**	26.050	5.300	2.790	1.050	0.540	0.670	8.0	36.400	49.420	49.420	49.
INDUSTRIAL PAINTER	08/22/2010	12/31/2010**	29.320	5.300	2.790	1.050	0.540	0.670	8.0	39.670	54.330	54.330	54.
INDUSTRIAL REPAINT PAINTER	08/22/2010	12/31/2010**	26.050	5.300	2.790	1.050	0.540	0.670	8.0	36.400	49.420	49.420	49.
PLASTERER	08/22/2010	08/02/2011**	32.260	6.380	4.210	3.010	0.440	0.650	8.0	46.950	62.060	62.060	77.
PLASTER TENDER AF	08/22/2010	08/02/2011**	29.200	5.750	5.400	3.990	0.810	0.550	8.0	45.700	60.300	60.300	74.
PLASTER CLEAN-UP LABORER	08/22/2010	08/02/2011**	26.650	5.750	5.400	3.990	0.810	0.550	8.0	43.150	56.470	56.470	69.
PLUMBER:													
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2010	06/30/2011*	35.890	5.950	10.520	3.030	1.270	0.470	8.0	57.130	76.110	76.110	93.
SEWER AND STORM DRAIN PIPELAYER	08/22/2010	06/30/2011*	24.300	5.950	9.620	2.130	1.000	0.470	8.0	43.470	56.210	56.210	67.
SEWER AND STORM DRAIN PIPE TRADESMAN AM SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	08/22/2010	06/30/2011*	14.910	6.020	0.370	-	0.430	0.320	8.0	22.050	29.030	29.030	36.
LANDSCAPE/IRRIGATION FITTER	08/22/2010	06/30/2011**	27.350	5.950	8.130	-	0.610	0.270	8.0	42.310	55.990	55.990	68.
LANDSCAPE/IRRIGATION TRADESMAN AQ	08/22/2010	06/30/2011*	12.430	2.000	0.870	-	0.100	0.320	8.0	15.720	21.940	21.940	28.
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	02/22/2010	03/31/2010*	33.750	7.600	9.700	-	0.300	0.250	8.0	51.600	68.470	68.470	85.
ROOFER	08/22/2010	07/31/2011**	34.650	5.000	3.770	-	0.300	0.350	8.0	44.070	59.610	59.610	75.
PITCH WORK	08/22/2010	07/31/2011**	36.400	5.000	3.770	-	0.300	0.350	8.0	45.820	62.230	62.230	78.
PREPARER	08/22/2010	07/31/2011**	35.650	5.000	3.770	-	0.300	0.350	8.0	45.070	61.100	61.100	77.
SHEET METAL WORKER	08/22/2010	12/31/2010**	42.540	6.620	9.560	-	1.470	0.370	8.0	60.560	81.830	81.830	103.
TERRAZZO WORKER	08/22/2008	08/30/2009*	33.630	6.860	3.150	-	0.570	0.120	8.0	44.330	61.150	61.150	77.
TERRAZZO FINISHER	08/22/2008	08/30/2009*	26.590	6.200	3.150	-	0.360	0.120	8.0	36.420	49.720	49.720	63.
TILE FINISHER	08/22/2010	05/31/2011*	22.370	6.450	1.600	-	0.250	0.350	8.0	31.020	42.210	42.210	53.
TILE LAYER	08/22/2010	05/31/2011*	33.550	7.110	5.300	-	0.250	0.510	8.0	46.720	63.490	63.490	80.

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

EFFECTIVE UNTIL SUPERSEDED BY NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT DIVISION OF LABOR STATISTICS AND RESEARCH (415) 703-4774 FOR NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 703-4774.
INDICATES AN APPRENTICEABLE CRAFT. EFFECTIVE AS OF JULY 1, 2008, THE ISSUANCE AND PUBLICATION OF THE PREVAILING WAGE APPRENTICE SCHEDULES/APPRENTICE WAGE RATES HAVE BEEN REASSIGNED BY THE DEPARTMENT OF INDUSTRIAL RELATIONS FROM THE DIVISION OF LABOR STATISTICS AND RESEARCH TO THE DIVISION OF APPRENTICESHIP STANDARDS. TO OBTAIN ANY APPRENTICE SCHEDULES/APPRENTICE WAGE RATES, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT <http://www.dir.ca.gov/das.das.html>.
THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
INCLUDED IN STRAIGHT-TIME HOURLY RATE.

SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.

RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY OVERTIME HOURLY RATE.

RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

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

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

RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

INCLUDES AMOUNT WITHHELD FOR WORKING DUES.

IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.26 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND.

RATE APPLIES TO THE FIRST 3 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.

EMPLOYEE RECEIVES AN AMOUNT EQUAL TO 2% OF THE PRECEDING YEAR'S STRAIGHT-TIME HOURLY EARNINGS AFTER ONE YEAR OF CONTINUOUS SERVICE FOR THE EMPLOYER; AN AMOUNT EQUAL TO 4% OF THE PRECEDING YEAR'S STRAIGHT-TIME HOURLY EARNINGS IS PAID AFTER 2 YEARS OF CONTINUOUS SERVICE; AN AMOUNT EQUAL TO 6% OF THE PRECEDING YEAR'S STRAIGHT-TIME HOURLY EARNINGS IS PAID AFTER 10 YEARS OF CONTINUOUS SERVICE; AN AMOUNT EQUAL TO 8% OF THE PRECEDING YEAR'S STRAIGHT-TIME HOURLY EARNINGS IS PAID AFTER 15 YEARS OF CONTINUOUS SERVICE. WHEN AN EMPLOYEE IS TERMINATED PRIOR TO HAVING 1 YEAR OF SERVICE, 2% OF HIS ACCUMULATED STRAIGHT-TIME EARNINGS SHALL BE PAID. WORKERS RECEIVE 8 PAID HOLIDAYS PER YEAR.

RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SATURDAY OVERTIME HOURLY RATE. RATE DOES NOT INCLUDE VACATION/HOLIDAY PAYMENT. PLEASE SEE FOOTNOTE FOR VACATION/HOLIDAY PAYMENT.

RATE APPLIES AFTER THE 12 HOURS WORKED ON SATURDAY AND ALL HOURS WORKED ON SUNDAY. RATE DOES NOT INCLUDE VACATION/HOLIDAY PAYMENT. PLEASE SEE FOOTNOTE FOR VACATION/HOLIDAY.

RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE. RATE DOES NOT INCLUDE VACATION/HOLIDAY PAYMENT, PLEASE SEE FOOTNOTE FOR VACATION/HOLIDAY PAYMENT.

INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.

INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.

INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.

RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.

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

RATE APPLIES TO THE FIRST 2 OVERTIME HOURS ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

RATE APPLIES TO THE FIRST 10 HOURS WORKED OR UP TO 50 HOURS IN A GIVEN WEEK. ALL HOURS IN EXCESS OF 10 HOURS OR 50 HOURS ARE AT THE SUNDAY/HOLIDAY RATE.

A DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.

B ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.

C INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF. EMPLOYEES WORKING ON SCAFFOLDS SUSPENDED BY CABLE OR ROPE SHALL RECEIVE AN ADDITIONAL ONE DOLLAR (\$1.00) PER HOUR.

D SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.

E RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

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

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

H RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

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

J FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

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

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

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

N SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

O DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.

P INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND ADMINISTRATIVE DUES.

Q TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH WORKER MAY BE A TRADESMAN.

R INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

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

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

U RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.

V RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ON CALENDAR WEEK UP TO 50 HOURS IN ANY ON CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

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

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DLSR/PWD](http://www.dir.ca.gov/dlsr/PWD). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS

RAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR EACH CRAFT, CLASSIFICATION, OR TYPE OF WORKER MAY BE OBTAINED FROM THE PREVAILING WAGE UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE APPRENTICE RATES

APPRENTICE INFORMATION

Determination: **2010-2** Issue Date: **01-1-2011** Expire Date: **06-30-2011** ** Page: **1**

Craft/Classification: **Painter** Shift: **1**

1-1-2011 increase allocated

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego

Period	Duration Months	OJT Hours	Hourly Basic Rate	Health & Welfare	Pension	Vacation /Holiday	Training	Other	Hourly Total Rate
1	6	900	\$11.270	\$4.830	\$.130	\$.300	\$.540	\$.670	\$17.740
2	6	900	\$12.580	\$5.540	\$.130	\$.300	\$.540	\$.670	\$19.760
3	6	900	\$13.900	\$5.700	\$.680	\$.300	\$.540	\$.670	\$21.790
4	6	900	\$15.220	\$5.700	\$1.280	\$.400	\$.540	\$.670	\$23.810
5	6	900	\$16.530	\$5.700	\$1.340	\$1.050	\$.540	\$.670	\$25.830
6	6	900	\$17.850	\$5.700	\$2.050	\$1.050	\$.540	\$.670	\$27.860
7	6	900	\$19.170	\$5.700	\$2.520	\$1.050	\$.780	\$.670	\$29.890
8	6	900	\$20.480	\$5.700	\$2.520	\$1.050	\$1.490	\$.670	\$31.910

Footnote(s):

The allocation of the 01-01-2011 pre-determined increase to Health & Welfare (\$.40) reflected in the amounts listed above.

Basic Hourly Rate includes amount withheld for working dues.

Other category represents LMCC Fund contribution.

Pre-determined increases for JM rate are as follows:

7-1-2011: \$0.25 to Pension, \$0.05 to Other

7-1-2012: \$0.05 to Other

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentices is registered at <http://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>