



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR
SENIOR CENTER BASEMENT REMODELING**

C.P. No. 925

**GEORGINA TAMAYO – MAYOR
DANIELLE ROMERO – MAYOR PRO TEM
SCARLET PERALTA – COUNCILMEMBER
RIC ALONZO – COUNCILMEMBER
SALVADOR MELENDEZ – COUNCILMEMBER**

**RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN – DIRECTOR OF PUBLIC WORK**

PREPARED BY:



Bid Opening: October 7, 2026 at 11:00 AM

Engineer's Estimate: \$1,185,581

THIS PROJECT IS SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period - August 27, 2026 to October 7, 2026 at 11:00 a.m.
- Mandatory Job Walk at the Senior Center (115 S. Taylor Avenue, Montebello, CA 90640) - September 23, 2026 at 10 a.m.
- Request for Information submittal - September 28, 2026 at 12:00 p.m.
- Request for Information responses - October 1, 2026 at 5:00 p.m.
- Bid Opening - October 7, 2026 at 11:00 a.m.
- Award of Contract - October 28, 2026 City Council meeting (Tentative)
- Project Commencement Date - Mid to late November 2026

Bid proposals will be received via PlanetBids <https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839> until 11:00 a.m. on October 7, 2026.

These Specifications have been prepared
under the direction of:



Raymond R. Abassi, P.E., T.E., QSP/QST



**CITY OF MONTEBELLO
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

The City of Montebello invites you to become a prospective bidder on one of its public projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the City Engineer's office at (323) 887-1200, ext. 1460.

Cesar Roldan
Director of Public Works

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

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NOTICE INVITING SEALED BIDS

FOR

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids **electronically ONLY through PlanetBids**, <https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>, by **11:00 am on October 7, 2026**.

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2012 Standard Plans for Public Works Construction (SPPWC), 2018 Standard Specifications for Public Works Construction “Greenbook” and 2018 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available through PlanetBids.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet through PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from planholders, are to be posted on PlanetBids.

Questions: All questions related to this project prior to the opening of bids shall be submitted electronically and received **no later than 12:00 p.m. on September 28, 2026**.

PREVAILING WAGE:

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted electronically. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A Contractor’s License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **seventy-five (75) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
SENIOR CENTER BASEMENT REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO

GENERAL INFORMATION

ELECTRONIC proposals, including all documents required to be submitted with the bid, will be received until the date and time specified in the legal notice or addendum to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice.

In addition to the Proposal Documents described in the 'INVITATION TO BIDDERS', the City Clerk's Department will be requesting the fully executed **original Bid Bond** from all considered bidders and shall be delivered to the Montebello City Clerk's Office the same day the Bid is due.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a Public Works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a Public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

PROPOSAL FORMS

Bids shall be submitted directly through PlanetBids: <https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839> and contractors must use the Proposal forms provided by the AGENCY (contained within these contract specifications). All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall

be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Bids shall be submitted directly through: <https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839> by 11:00 am on October 7, 2026. It is the bidder's responsibility to ensure the bids have been successfully submitted through PlanetBids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the

Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he considers to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product, which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

SURETY BOND PERIOD

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL
FOR
SENIOR CENTER BASEMENT REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the AGENCY's notice of award of contract to the lowest responsive BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by

the engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The contractor's attention is directed to both sec. 7-3.5.2 "Increases of more than 25 percent" and sec. 7-3.5.3 "Decreases of more than 25 percent" of the Standard Specifications which have been eliminated and are replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

The bidder agrees that in case of not executing the required contract with necessary bonds within ten (10) working days, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Montebello.

The bidder also certifies that the bid is a balanced bid. In accordance with section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

**BID PROPOSAL
FOR
SENIOR CENTER BASEMENT REMODELING**

C.P. No. 925

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID ITEMS:

Item No.	Item Description	Qty.	Unit	Amount
	Mobilization And Demobilization 3%			
	Demo Phase - First Floor			
1	DEMOLISH EXISTING FLOOR TILE THROUGHOUT THE SCOPE OF WORK AND MORTAR BED DOWN TO THE CONCRETE SLAB. SAW CUT AND REMOVE PORTIONS OF THE EXISTING SLAB AS REQUIRED FOR INSTALLATION OF NEW FLOOR DRAINS.	4500	SF	
2	DEMOLISH AND PROPERLY DISPOSE OF DESIGNATED WALLS AS INDICATED WITH DASHED LINES.	1	LS	
3	REMOVE ALL EXISTING DESIGNATED DOORS AND INDICATED WITH DASHED LINES.	1	LS	
4	REMOVE ALL EXISTING DESIGNATED WINDOWS AND INDICATED WITH DASHED LINES.	1	LS	
5	REMOVE ALL EXISTING PLUMBING FIXTURES AND MISCELLANEOUS PER PLUMBING DRAWINGS.	1	LS	
6	REMOVE ALL EXISTING LIGHTING FIXTURES, WRINGING AND MISCELLANEOUS PER ELECTRICAL PLANS.	1	LS	
7	DEMOLISH AND PROPERLY DISPOSE ALL EXISTING WALL AND FLOOR TILE FINISHES THROUGHOUT KITCHEN AND RESTROOM.	1	LS	

8	REMOVE ALL EXISTING PARTITIONS, HARDWARE AND MISCELLANEOUS.	1	LS	
9	REMOVE ALL EXISTING KITCHEN AND RESTROOM FIXTURES, EQUIPMENT AND MISCELLANEOUS.	1	LS	
10	REMOVE ALL EXISTING RESTROOM SIGNS AND ACCESSORIES.	1	LS	
11	DEMOLISH AND PROPERLY DISPOSE DESIGNATED POSTS AS INDICATED IN DEMOLITION PLAN.	1	LS	
12	REMOVE ALL EXISTING CEILING GYPSUM BOARD, ACOUSTIC CEILING TILE (ACT); PREPARE THE STRUCTURE TO RECEIVE NEW CEILING SYSTEM PER CONSTRUCTION RCP PLAN.	4500	SF	
13	REMOVE ALL EXISTING HVAC REGISTERS, DIFFUSERS, AND DUCTWORK TO ACCOMMODATE NEW HVAC SYSTEM INSTALLATION.	1	LS	
14	REMOVE ALL EXISTING EXHAUST FANS AND ASSOCIATED COMPONENTS TO RECEIVE NEW.	1	LS	
	Construction Phase - First Floor			
1	CONSTRUCT NEW INTERIOR WALLS AS INDICATED WITH HATCH LINES, PER CONSTRUCTION AND STRUCTURAL PLANS. ENSURE ALL WORK MEETS DESIGN SPECIFICATIONS AND CODE REQUIREMENTS.	1	LS	
2	FURNISH AND INSTALL ALL NEW FLOORING FINISHES PER FINISH SCHEDULE.	4500	SF	
3	PATCH AND REPAIR ALL EXISTING LOOSE AND FLAKING INTERIOR DAMAGED WALLS, RE-PAINT TO MATCH EXISTING, PER FINISH SCHEDULE.	2000	SF	
4	FURNISH AND INSTALL ALL NEW DOORS PER DOOR SCHEDULE AND MANUFACTURE SPECIFICATIONS.	10	EA	
5	FURNISH AND INSTALL ALL NEW WINDOWS PER WINDOW SCHEDULE AND MANUFACTURE	4	EA	
6	FURNISH AND INSTALL LOCKERS PER MANUFACTURER'S SPECIFICATION ON SHEET A4.0.	39	EA	
7	FURNISH AND INSTALL FILTERED DRINKING FOUNTAIN PER SPECIFICATION ON SHEET A4.0.	1	EA	

8	FURNISH AND INSTALL ALL NEW RESTROOM PARTITIONS, AND MISCELLANEOUS.	1	LS	
9	FURNISH AND INSTALL RESTROOM AND KITCHEN WALL AND FLOOR TILES PER INTERIOR WALL VIEWS & FINISH SCHEDULE.	2000	SF	
10	FURNISH AND INSTALL ALL NEW RESTROOM FIXTURES AND EQUIPMENT AND MISCELLANEOUS ITEMS PER CONSTRUCTION PLAN & EQUIPMENT SCHEDULE AND MANUFACTURE SPECIFICATION.	1	LS	
11	FURNISH AND INSTALL KITCHEN BASE AND UPPER CABINETS AND APPLIANCES PER CONSTRUCTION PLAN & FINISH SCHEDULE AND MANUFACTURE SPECIFICATION.	1	LS	
12	FURNISH AND INSTALL KITCHEN SERVING COUNTERTOP PER ENLARGEMENT PLAN.	1	LS	
13	FURNISH AND INSTALL PLUMBING & ELECTRICAL FIXTURES AND MISCELLANEOUS PER M&E PLANS.	1	LS	
14	FURNISH AND INSTALL INTERNATIONAL RESTROOM SIGNS.	2	EA	
15	FURNISH AND INSTALL ACCESSIBLE INTERNATIONAL AND DIRECTIONAL SIGNS, RESTROOM AND INTERIOR SIGNS PER SHEET A0.2.	2	EA	
16	REVISE DOOR SWING TO OPEN INWARD. REPAIR ANY WALL DAMAGE CAUSED BY MODIFICATION AND REPAINT TO MATCH EXISTING FINISH.	1	EA	
17	FURNISH AND INSTALL MIRROR PER MANUFACTURER'S SPECIFICATIONS AS ON SHEET A4.0.	1	LS	
18	FURNISH AND PLACE TWO FLOWERPOTS.	2	EA	
19	CONSTRUCT NEW POST AS DESIGNATED IN CONSTRUCTION PLAN PER STRUCTURE DRAWING.	3	EA	
20	PATCH AND REPAIR EXISTING CEILING ASSEMBLY AS REQUIRED.	4000	SF	
21	INSTALL NEW GYPSUM BOARD CEILING PER CONSTRUCTION PLAN, APPLY JOINT COMPOUND, SAND, AND PREPARE FOR FINISHES. PAINT NEW CEILING AS SPECIFIED.	4000	SF	

22	FURNISH AND INSTALL ALL NEW LIGHTING FIXTURES, AND OTHER CEILING ELEMENTS, PER ELECTRICAL, RCP AND MECHANICAL DRAWINGS.	1	LS	
22	INSTALL NEW HVAC REGISTERS, DIFFUSERS, AND DUCTWORK; INSTALL NEW EXHAUST FANS WITH ASSOCIATED WIRING; AND ENSURE PROPER INTEGRATION AS PER MECHANICAL, ELECTRICAL, AND CONSTRUCTION PLANS.	1	LS	
23	INSTALL NEW 2' x 2' ACOUSTICAL TILE AND GRID CEILING PER CONSTRUCTION PLAN, APPLY JOINT COMPOUND, SAND, PREPARE FOR FINISHES. PAINT NEW CEILING AS SPECIFIED.	1	LS	
	Demo Phase - Second Floor			
1	DEMOLISH EXISTING FLOORING FINISH AND MORTAR BED DOWN TO THE CONCRETE SLAB. SAW CUT AND REMOVE PORTIONS OF THE EXISTING SLAB AS REQUIRED FOR INSTALLATION OF NEW FLOOR DRAINS.	400	SF	
2	DEMOLISH AND PROPERLY DISPOSE WET AND DRY WALLS AS INDICATED WITH DASHED LINES.	1	LS	
3	REMOVE ALL EXISTING REMAINING RESTROOM WALL AND FLOOR TILE THROUGHOUT THE RESTROOM.	1	LS	
4	REMOVE ALL EXISTING TOILET DOORS INDICATED WITH DASHED LINES.	1	LS	
5	REMOVE ALL EXISTING PARTITIONS, HARDWARE, AND MISCELLANEOUS.	1	LS	
6	REMOVE ALL EXISTING PLUMBING FIXTURES AND MISCELLANEOUS PER PLUMBING DRAWINGS.	1	LS	
7	REMOVE ALL EXISTING LIGHTING FIXTURES, WRINGING AND MISCELLANEOUS PER ELECTRICAL PLANS.	1	LS	
8	REMOVE ALL EXISTING RESTROOM TACTILE SIGNS AND ACCESSORIES.	1	LS	
9	REMOVE ALL EXISTING CEILING GYPSUM BOARD; PREPARE THE STRUCTURE TO RECEIVE NEW CEILING SYSTEM PER CONSTRUCTION RCP PLAN.	1	LS	

10	REMOVE ALL EXISTING HVAC REGISTERS, DIFFUSERS, AND DUCTWORK TO ACCOMMODATE NEW HVAC SYSTEM INSTALLATION.	1	LS	
11	REMOVE ALL EXISTING EXHAUST FANS AND ASSOCIATED COMPONENTS TO RECEIVE NEW.	1	LS	
12	DEMOLISH EXISTING SUPPLY AIR DIFFUSER. CONTRACTOR SHALL REPLACE ANY EXISTING FLEX DUCT UNSUITABLE FOR REUSE AND NOTIFY THE ENGINEER OF ANY INTENT.	2	EA	
13	DEMOLISH EXISTING CEILING EXHAUST FAN. CONTRACTOR SHALL REPLACE ANY EXISTING FLEX DUCT UNSUITABLE FOR REUSE AND NOTIFY THE ENGINEER OF ANY INTENT.	2	EA	
	Construction Phase - Second Floor			
1	CONSTRUCT NEW INTERIOR WALLS AS INDICATED WITH HATCH LINES, PER CONSTRUCTION AND STRUCTURAL PLANS. ENSURE ALL WORK MEETS DESIGN SPECIFICATIONS AND CODE REQUIREMENTS.	1	LS	
2	FURNISH AND INSTALL ALL NEW FLOORING FINISHES PER FINISH SCHEDULE.	400	SF	
3	FURNISH AND INSTALL WALL TILES THROUGHOUT BOTH RESTROOMS PER INTERIOR WALL VIEWS & FINISH SCHEDULE.	1	LS	
4	RELOCATE AND CONCEAL DESIGNATED VENT PIPING WITHIN ADJACENT WALL PER PLUMBING PLANS.	1	LS	
5	FURNISH AND INSTALL ALL NEW DOORS PER DOOR SCHEDULE AND MANUFACTURE SPECIFICATIONS.	2	EA	
6	FURNISH AND INSTALL ALL NEW RESTROOM PARTITIONS, DOORS, AND MISCELLANEOUS PER CONSTRUCTION PLANS AND MANUFACTURE SPECIFICATIONS.	1	LS	
7	FURNISH AND INSTALL ALL NEW RESTROOM EQUIPMENT AND MISCELLANEOUS ITEMS PER CONSTRUCTION PLANS & EQUIPMENT SCHEDULE AND MANUFACTURE SPECIFICATION.	1	LS	

8	FURNISH AND INSTALL ALL PIPING AND PLUMBING SYSTEMS PER PLUMBING PLANS.	1	LS	
9	FURNISH AND INSTALL ALL WIRING AND ELECTRICAL SYSTEM PER ELECTRICAL PLANS.	1	LS	
10	FURNISH AND INSTALL ALL DUCTS AND MECHANICAL SYSTEM PER MECHANICAL PLANS.	1	LS	
11	FURNISH AND INSTALL ALL PLUMBING FIXTURES AND MISCELLANEOUS PER FIXTURE SCHEDULE	1	LS	
12	FURNISH AND INSTALL ALL ELECTRICAL FIXTURES AND MISCELLANEOUS PER ELECTRICAL PLANS.	1	LS	
13	FURNISH AND INSTALL INTERNATIONAL TACTILE RESTROOM SIGNS.	2	EA	
14	FURNISH AND INSTALL INTERNATIONAL TACTILE RESTROOM SIGNS.	2	EA	
15	PATCH AND REPAIR CEILING SUBSTRATE. PREPARE TO RECEIVE NEW CEILING. FURNISH AND INSTALL NEW GYPSUM BOARD CEILING PER RCP PLAN AND STANDARD BUILDING CODE.	1	LS	
Total Base Bid Schedule (In Figures)				

TOTAL AMOUNT BID IN WORDS _____

_____ Dollars

Bidder's Signature

Title

Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

RECEIPT OF ADDENDUM NO(S). __, __, __, IS/ARE HEREBY ACKNOWLEDGED.

Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification. This bid is based upon completing the work in seventy-five (75) working days from the date of the Notice to Proceed.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the "Notice to Proceed with Construction".

Enclosed is a Bidder's Bond, Certified Check or Cashier's Check number _____ on

the _____ Bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the Contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montebello, State of California.

SIGNATURE OF BIDDER _____ TEL NO. (____) _____

BUSINESS ADDRESS _____

CONTRACTOR'S LICENSE
NUMBER & EXPIRATION DATE _____

TYPE OF LICENSE _____

I declare under penalty of perjury that the foregoing is true and correct.

_____, Dated this ____ day of _____, 20__.
CONTRACTOR'S SIGNATURE

SURETY COMPANY'S
NAME _____

ADDRESS _____

CITY _____ STATE / ZIP CODE _____

(____) _____ (____) _____

PHONE _____ FAX _____

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor **Code** to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

Bidder's List of Subcontractors

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: City, State				
Name: City, State				
Name: City, State				
Name: City, State				
Name: City, State				

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud,

bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in

connection with the bidding upon, award of, or performance of, any public works contract, as defined in

Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section

1100, including the Regents of the University of California or the Trustees of the California State

University. The term "bidder" is understood to include any partner, member, officer, director, responsible

managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Fill in description of contract)

Company

Name of Bidder

Signature of Bidder

Business Address

City State Zip Code

Subscribed and sworn to before me this ____ day of _____, 20__ __.

Notary Public in and for the County of

_____, State of California.

My Commission Expires _____, 20__ __.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐

- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

☐

- b. initial award
- c. post-award

3. Report Type:

☐

- b. material change

For Material Change Only:

year _____ quarter _____

date of last report _____

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier _____, if known

**5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:**

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including
address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

☐
☐
☐
☐
☐
☐

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

☐
☐

- a. cash
- b. in-kind; specify: nature _____
value _____

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes ☐

No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

**PROPOSAL GUARANTEE
BID BOND**

FOR

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____, as BIDDER, and _____
_____, as SURETY, are held and firmly
bound unto the City of Montebello, as AGENCY, in the penal sum of _____
_____ dollars (\$ _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
_____ day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

[illegible]

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, email addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

**CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT**

THIS STANDARD PUBLIC WORKS AGREEMENT (“**AGREEMENT**”) is dated _____ for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the “**CITY**”) and _____ (“**CONTRACTOR**”) whose address is _____.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before _____ on _____ for the work of _____ (describe work), (“**PROJECT**”).

WHEREAS, on _____, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

B. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications

8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of _____, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with section _____ of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%)

thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

Pursuant to Public Contracts Code Sec. 22300 CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Seventy-Five (75)** Working Days from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

CONTRACTOR shall possess a california contractor's license type "A" for the performance of the Project.

Sec. 8.2. Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

Sec. 8.3. Compliance with SB 854 Registration.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Sec. 8.4. Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall

reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Agreement.

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Sec. 8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. The CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Sec. 8.10. Employment of Apprentices.

Nothing in this Contract prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Sec. 8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SEC. 9. PREVAILING WAGES

A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General 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 Los Angeles County. Wage rates shall conform with those posted at _____ and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights

of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

A. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

B. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

C. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Contract price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

SEC. 12. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of \$375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with the CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contracts Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

Sec. 15.2 Termination for Default.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

Sec. 15.3 Waiver of Remedies for any Breach.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

SEC. 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

SEC. 18. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SEC. 19. AUTHORITY.

Any person executing this Contract on behalf of the CONTRACTOR warrants and represents that he or she has the authority to execute this Contract on behalf of the CONTRACTOR and has the authority to bind the CONTRACTOR to the performance of its obligations hereunder.

SEC. 20. ENTIRE CONTRACT.

This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the CITY and the CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: Director of Public Works

To CONTRACTOR: _____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

SEC. 25. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

SEC. 26. COUNTERPARTS.

This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO	CONTRACTOR
By: _____ Mayor	By: _____
Date: _____	Date: _____
ATTEST:	By: _____
_____ City Clerk	Date: _____
APPROVED AS TO FORM	
_____ City Attorney	

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

EXHIBIT "B"
Faithful Performance Bond

FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same

shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of MONTEBELLO (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020

of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

SPECIAL PROVISIONS
FOR
SENIOR CENTER BASEMENT REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO
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**SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS**

FOR

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

Except as otherwise provided in the Plans, Special Provisions, Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, “Green Book”, 2018 Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the contract documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the proper execution and completion of the work on the project in strict accordance with the plans and specifications.

The Standard Specifications and Standard Plans of the AGENCY are contained in the 2018 Edition, and applicable amendments to, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

In addition to the terms and definitions of subsection 1-2, whenever in the contract documents the following terms are used, they shall be understood to mean and refer to the following:

ALLOWABLE COSTS means those costs not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum.

ALLOWABLE MARKUPS means the percentage of markups for Work not covered by agree unit prices, which are to be used in calculating adjustments to the Contract Sum.

APPLICABLE LAWS means all applicable federal, state and municipal laws (legal and equitable), statutes, building codes, ordinances, regulations and lawful orders (including, without limitation, the City acting in its regulatory capacity) having jurisdiction over the Project, Work, Site, City, or Contractor (including, without limitation, Environmental Laws) and all ordinances, rules and regulations enacted by City. In the event of a conflict between or among Applicable Laws governing Contractor's performance of the Work, the more stringent shall apply.

APPLICATION FOR PAYMENT means Contractor's certified application for payment for Work in accordance with the Contract Documents.

ARCHITECT means the individual or firm under contract with City primarily responsible to provide design, engineering and related construction administration for the Project.

AGENC: City of Montebello

BOARD: City Council of the City of Montebello

COUNTY: County of Los Angeles

FEDERAL: United State of America

BIDDING DOCUMENTS means the following collection of documents prepared and issued for the purpose of soliciting Bids for the Work: (1) Invitation to Submit Bids, (2) Instructions to Bidders, (3) Bid Forms, (4) Construction Contract, (5) Special Provisions, (6) Drawings and Schedules, (7) Details, (8) Addenda(s), and (9) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (8) hereinabove, are expressly cross-referenced therein or attached thereto.

CERTIFICATE FOR PAYMENT means the statement from the Engineer certifying both the undisputed amount of money due to Contractor and the amount of money, if any, that are disputed upon an Application for Payment.

CHANGE means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any

cause or circumstances, including, without limitation, either directly at the request of City or constructively by reason of other circumstances. Use of the term “Change,” in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to an adjustment increasing the Contract Sum or extending the Contract Time on any basis other than for Compensable Change or Compensable Delay.

CHANGE ORDER means a written instrument, signed by City and Contractor in accordance with the requirements of the General Conditions, designating any work that is a change of scope requiring additional expenditure of materials and labor and/or requiring additional time to complete. Its purpose is to establish the terms of City and Contractor’s mutual agreement to an adjustment of the Contract Sum or Contract Time on account of Compensable Change, Deleted Work, Compensable Delay or Excusable Delay.

CHANGE ORDER REQUEST means Contractor’s written request for an adjustment in the Contract Sum and/or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

CITY means the City of Montebello, a municipal corporation organized under the laws of the State of California, acting through the City Council or other representatives duly authorized by the City Council to act on City’s behalf.

CITY CONSULTANT means the designated Consultant, other than the Architect, engaged by City (or engaged as a subconsultant to the Architect or Consultant) to provide professional advice with respect to the design, construction or management of the Project.

CITY COUNCIL means the City Council of the City of Montebello.

CLAIM means a written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A CLAIM does not include the following: (1) a tort claims for personal injury or death, (2) stop notice claims, (3) the right of City to specific performance or injunctive relief to compel performance, or (4) any rights remedies, administrative action, and/or penalties that the City has under applicable law.

CLOSE-OUT DOCUMENTS means the warranties, guarantees, maintenance and operations manuals that, along with electronic versions, are required to be delivered by Contractor to the City upon Final Completion of the Project Work.

COMPENSABLE CHANGE means Extra Work: (1) that is the result of (a) Differing Site Conditions, or (b) revisions in Applicable Laws enacted after the execution of the Construction Contract by City and Contractor, (c) a Change requested in a writing signed by the Engineer, or (d) other circumstances involving a Change in the Work or which Contractor is given under the Contract Documents a specific and express right to adjustment of the Contract sum; and (2) that is not caused, in whole or part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with Contractor’s obligations under the Contract Documents; and (3) for which an adjustment to the Contract Sum is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such Extra Work.

COMPENSABLE DELAY means a Delay to the critical path of activities affecting Contractor's ability to achieve Final Completion of the Project Work within the Contract Time, not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor or any Tier or a failure to comply with Contractor's obligations under the Contract Documents, and that is caused solely by any of the following: (1) a Compensable Change, (2) the active negligence of City, Engineer, Architect, City Consultant or a Separate Contractor, or (3) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to both an adjustment of the Contract Sum and/or Contract Time.

COMPLETION PUNCH LIST means the list of items of Work to be completed or corrected by Contractor for Final Completion of the Project Work.

CONSEQUENTIAL DAMAGES means damages incurred by either City or Contractor for loss of use, loss of profit or income, loss of revenue, lost opportunity, additional or unabsorbed overhead, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all similar indirect, economic damages that are caused as a result of either Delay or that result from a termination or suspension (for default or convenience) of all or any portion of the Construction Contract or the Work. Consequential Damages do not include direct or indirect damage or injury to persons or tangible property, including without limitation, the repair or replacement of tangible property damaged or lost.

CONSTRUCTION CONTRACT means the written contract contained in the Bidding Documents and executed between City and Contractor for the Work.

CONTRACT DOCUMENTS means the following collection of documents governing Contractor's performance of the Work: (1) the Bidding Documents, (2) the Construction Contract between City and Contractor, other terms, conditions and requirements applicable to the performance of the Construction Contract and Work (including General Provisions, any supplemental and Special Provisions and the General Requirements), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract and other documents listed in the Construction Contract and Modifications issued after execution of the Construction Contract, (3) a Change Order signed by both City and Contractor and/or such others, if any, as required by the General Conditions, (4) a Unilateral Change Order signed by City and/or others, if any, as required by the General Conditions, (5) a Field Order signed by City and/or others, if any, as required by the General Conditions, (6) a written order for a Minor Change in the Work issued by the Engineer, and (7) the Declaration of Sufficiency of Funds completed and signed by Contractor.

CONTRACT SUM means the total amount of compensation stated in the Construction Contract, including adjustments authorized by Change Orders or Unilateral Change Orders, that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

CONTRACT TIME means the total number of working days set forth in the Construction Contract within which Contractor is obligated to submit Materials Confirmations and achieve Completion and Final Completion of the Project Work and/or Project Work, as adjusted for extensions of time permitted under the terms of the Contract Documents and approved by City.

CONTRACTOR means the person or entity under contract with City pursuant to the Construction Contract to serve as the general contractor for construction of the Work.

DAY, whether capitalized or not, and unless otherwise specifically provided, means Monday, Tuesday, Wednesday, Thursday, Friday, and does not include weekends or City recognized legal holidays.

DEFECTIVE WORK means Work by Contractor or a Subcontractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

DELAY, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the performance of the Work.

DELETED WORK means work that is eliminated due to a Change requested by City.

DESIGN DOCUMENTS means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by the Architect, City Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes, without limitation, all building and other designs depicted therein, as well as the written documents themselves.

DIFFERING SITE CONDITION means an unforeseen condition at a Site or in Existing improvements at a Site. Specifically they are those conditions, located at a Site or in Existing Improvements, not otherwise ascertainable by Contractor through the exercise of thorough care and diligence in its inspection of the Sites and Bidding Documents, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; or (2) subsurface or concealed conditions at the Sites or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to submission of the Bid; or (3) unknown physical conditions at the Sites or concealed conditions in Existing improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

DISCOVERY DATE, used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates the Contractor either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the general contractors performing public works construction projects in the Southern California area.

DRAWINGS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

ENGINEER means the City Engineer or the Public Works Director for City of Montebello acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

EXCUSABLE DELAY means a Delay, other than a Compensable Delay, to Contractor's ability to perform within the Contract Time that is (1) not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with the obligations of Contractor under the Contract Documents; and (2) is unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractor, of any Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or any Subcontractor, nor any failure by a Subcontractor to perform any obligation imposed by contract or Applicable Laws, shall constitute grounds for Excusable Delay.

EXTRA WORK means Work (other than Work that is either a logical evolution of the Consultant's detailing, refinement and clarification of the Drawings and Specifications that are part of the Contract Documents or that is reasonably inferable as necessary to satisfy the design intent for a completed and fully operational system, facility or structure) that is not indicated by the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. Reference to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment to the Contract Sum or Contract Time unless such Extra Work constitutes a Compensable Change.

FIELD ORDER means a written directive signed by the City and Contractor that: (1) directs the performance of a Minor Change, (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding adjustment of the Contract Sum or Contract Time, or (3) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change or Deleted Work under circumstances where performance needs to proceed in advance of the Contractor having completed its substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

FINAL COMPLETION, FINALLY COMPLETE means (1) with respect to Project Work, the point at which the following conditions have occurred with respect to such Work: (a) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items, (b) a permanent and unconditional waiver for the entirety of such Work has been delivered to City, (c) all documents required to be submitted, including without limitation, warranties, guaranties and other Close-Out Documents, (d) such Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufactures recommendations and buff dried by machine to bring the surfaces to sheen, and (d) all conditions set forth in the Contract Documents for completion of such Work have been, and continue to be, fully satisfied; and (2) with respect to the Project Work, the point at which: (a) all of the conditions set forth in Clause (1) of the Paragraph have occurred for each and every Home comprising the Project; and (b) all

contractors and subcontractors have been paid and there are no outstanding stop orders claims or claims of any kind that may delay the payment by the City of its ten-percent self-retention monies.

FORCE MAJEURE EVENT means, and is restricted to, any of the following: (1) Acts of God, (2) terrorism or other acts of public enemy, (3) acts or omissions of Governmental Authorities beyond the reasonable foreseeability and control of Contractor, (4) epidemics or quarantine restrictions, (5) strikes, other than those resulting from a violation by Contractor or a Subcontractor of Applicable Laws or applicable collective bargaining agreements, resulting in the unavailability of workers or replacement workers, (6) acts or omissions of the Homeowner that Delay access to a Home or performance of the Work, or (7) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site where those materials are to be used in performing the Work, (b) such shortage is due to the fact that such materials are not physically available or could not have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated at the time the Construction Contract was entered into.

GENERAL CONDITIONS means the herein set forth general terms and conditions.

HAZARDOUS SUBSTANCE means: (1) any chemical, material or other substance defined as or included within the definition of “hazardous substances,” “hazardous wastes”, “extremely hazardous substances,” “toxic substances”, “toxic material”, “restricted hazardous waste”, “special waste”, “contamination”, or words of similar import under any Environmental Law, including without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCB:”) and PCB-containing materials, whether or not occurring naturally; (2) lead paint, or (3) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

INSPECTOR OF RECORD means the Inspector responsible, among others, for conducting inspections of Project Work.

LABORATORY means the designated laboratory authorized by the Engineer to test materials and work involved in the contract.

LOSS, LOSSES mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. “Losses” do not include attorney’s fees or court costs, whether arising as an expense or cost or legal proceeding to which Contractor is a party or as a consequential damage claimed against Contractor by any third person.

MINOR CHANGE means a Change in the Work that does not involve either performance of Extra Work or an adjustment to the Contract Sum or Contract.

MODIFICATION means a written agreement of City and Contractor that amends, adds to or revises the provisions of the Construction Contract or other Contract Documents.

NOTICE OF COMPLETION means the written notice by Engineer confirming the date that the Project Work is Finally Completed.

NOTICE TO PROCEED means the written notice issued by City to Contractor to begin the Project Work.

PLANS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term “Plans” is used interchangeably with “Drawings.”

PROGRESS PAYMENTS means a monthly payment of a portion of the Contract Sum based on Contractor’s progress in the performance of the Work.

PROJECT COMPLETION DATE means the point at which the Project Work is: (1) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be utilized for its intended purpose, (2) receipt by City of all permits and certificates by Governmental Authorities, if any, required to occupy and use such Work, and (3) all systems included in the Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and has been completed.

PROJECT OR PROJECT WORK means the totality of the Work to be performed by Contractor under the terms of the Contract Documents covered by the Project Contract.

REQUEST FOR EXTENSION means a formal written request required to be submitted by Contractor setting forth the justification and support for Contractor’s request for adjustment in the Contract Time due to an Excusable Delay or Compensable Delay.

REQUEST FOR INFORMATION means a written request by Contractor for clarification of what it perceives to be discrepancies in the Contract Documents, including, without limitation, information in the Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or variances between the information in the Contract Documents and field conditions.

SPECIFICATIONS mean the portion of the Bidding Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

SPECIAL DAYS means the local holiday shopping season from the second Friday of December through Christmas Day.

SUBCONTRACTOR means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of any and every Tier.

SURETY means Contractor’s surety issuing the Bid, Performance and/or Labor and Material Bonds.

TIER means the contractual level of a Subcontractor with respect to Contractor. For example, a “first-tier” Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the “second tier,” and so on. Use of the phrase “of every tier”, or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors.

UNEXCUSED DELAY means any Delay that is not a Compensable Delay or Excusable Delay, including, without limitation, the following: (1) Delay caused by Contractor’s failure to comply with the Contractor’s Documents, (2) Delay for which Contractor has failed to provide timely and complete Request for Extension, or (3) Delay associated with any circumstances where costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor’s risk or Contractor’s Own Expense.

UNILATERAL CHANGE ORDER means a writing signed by City in accordance with the General Conditions, in which City unilaterally sets forth its determination of the amount of adjustments to the Contract Sum or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

WORK means the labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by City.

WORKING DAY means Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. It does not include Saturdays, Sundays, or Holidays recognized by the City of Montebello.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Subsection 1-7.1 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY’s notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker’s Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 CONTRACT BONDS.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1-7.2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

1-8 SUBCONTRACTS

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in

an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable City permits and make arrangements for City inspections. The City will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a City business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Montebello, any local utilities, or of any other agency affected by the work included in this contract, **the Contractor shall bear the cost** of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

The following is hereby added to this subsection of the Standard Specifications:

2-5.5 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

2-5.6 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed “package” equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

2-5.7 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

2-5.8 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

2-5.9 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

2-5.10 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of Montebello Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

2-5.11 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

2-5.12 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

2-5.13 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

2-5.14 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

2-5.15 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

2-5.16 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

2-5.17 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

2-5.18 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

2-5.19 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

2-5.20 If practical, implement project noise abatement features prior to construction.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Subsection 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

The contract comprises the following documents, including all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said documents:

The Notice of Inviting Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Payment Bond, Bid Bond, the Plans, General Provisions and the Special Provisions.

3-7.1 General.

The following is hereby added to this subsection of the General Specifications:

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

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

The whole Subsection 3-7.2 of the Standard Specifications is hereby deleted and replaced with the following:

All of the CONTRACT DOCUMENTS shall be read as complimentary to one another and requiring the highest quality, highest quantity, and highest standard of performance for the Project for the City's benefit. In the case of a direct conflict between any of the CONTRACT DOCUMENTS, the order of precedence of the CONTRACT DOCUMENTS shall be:

- | | |
|-----------|--|
| FIRST: | Requirements of law, including the Charter and Ordinances of the City. |
| SECOND: | Permits from other Agencies as may be required by law or Ordinance. |
| THIRD: | Permits from City Departments as may be required by law or Ordinance. |
| FOURTH: | Change Orders and/or Supplemental Agreements; whichever occurs last. |
| FIFTH: | Contract/Agreement. |
| SIXTH: | Addenda. |
| SEVENTH: | Bid/Proposal. |
| EIGHTH: | Special Provisions. |
| NINETH: | Plans. |
| TENTH: | Standard Plans. |
| ELEVENTH: | Standard Specifications. |
| TWELFTH: | Reference Specifications. |

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

The whole Subsection 3-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall provide construction survey for all the streets shown in the contract documents, including office research of notes, plats or other necessary documents; marking removal limits; grade staking; tying and relocating utilities. All work shall be done to the satisfaction of the Engineer.

The Contractor shall notify the City of Montebello, in advance, in the event that any monumentation or witnesses to the monumentation should fall within any removal area.

The Contractor shall be liable for a back charge in an amount up to \$1,000.00 per point obliterated or destroyed without notice or authorization from the City of Montebello.

Any questionable grade, elevation, location or element of design shown on the plans shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction.

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefore. In cases where the Contractor is unable to place a monument, such as conflicts with underground utilities, the Contractor shall notify the Engineer for review, confirmation, and approval of the omission. All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

3-10.2 Line and Grade.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's Surveyor shall have all the necessary tools, materials, personnel available at the job site for setting blue, yellow and red top hubs at the time that they are set, and shall adequately reference all such stakes by setting hubs three (3) inches below subsurface.

The Surveyor shall have the option of establishing line and grade either by setting stakes to finished grade, marking the cuts and fills on the pavement, or referring to stakes, spikes, drill holes, chisel cuts, etc., on a grade sheet. Normally, stakes will be set and stationed by the Surveyor for rough grade, curbs, headers, sewers, storm drains, and structures and a corresponding cut or fill to finished grade (or flow line) indicated on a grade sheet. If the Surveyor elects to set stakes to the finished grade, the top of these stakes will be colored with blue crayon or paint. All elevations will be established with a Surveyor's level or Theodolite.

For street improvements, the Surveyor will establish rough grade elevations at 50-foot intervals along the street. After completion of the rough grading, he/she will establish elevations for curb

or pavement headers. An elevation for pavement will be established at all points indicated by elevations shown on the plans. Elevations will be established at 25-foot intervals on the centerline and at all grade changes. For resurfacing over existing pavement or constructing 2 or 3 course bituminous pavement, the Surveyor will paint data on the surface of the existing pavement and/or base course and each lift to indicate the fill to finished grade at such locations and intervals as to provide adequate control for laying the wearing surface course to finished grade.

Flow line elevations will be established by the Surveyor at all changes in grade and at 25-foot intervals when the grade is greater than 0.50% and at 10-foot intervals for grades of 0.50% or less. For flow lines adjacent to curbs on grades 0.10% or over, when the curb is new and has a uniform curb face, flow line elevations will not be set on existing curbs, the grade of which may be irregular, grade points will be set at all changes in grade and at 25-foot intervals. Sufficient flow line elevations will be set to facilitate the construction of warped pavement sections or for special drainage conditions.

For integral curb and gutter, blue tops for the flow line will not be set but curb elevations shall be established at all changes in grade and at 25-foot intervals when the grade is more than 0.50% and at 10-foot intervals when the grade is 0.50% or less. In the case of integral curb and gutter with a varying curb face, grade sheets will show cuts and fills to the top of the curb or to the flow line and indicate the required curb face.

For storm drains, the Surveyor will establish elevations at 25-foot intervals along the main line, at all grade change points indicated on the plans, at inlets and outlets of structures and at the upper ends of house connections and laterals. Normally, elevations for narrow trenches will be established by means of offset stakes and a grade sheet giving cuts from such stakes will be issued. When determined necessary, blue top hubs will be set in the trench for line and grade. Narrow trenches where there are space constraints due to utility conflicts must be approved by the Engineer and must compile with Slurry mix backfill according to Section 306-12.2 of the Greenbook. Use of slurry mix backfill shall include furnishing material, labor, tools, equipment and incidentals, and for doing all work involved in installing slurry mix backfill, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and included in the cost for storm drain pipeline. No additional compensation shall be allowed.

Distances and measurements, except elevations and structural dimensions, are given and made on horizontal planes.

Copies of all grade sheets shall be provided to the Engineer for filing.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year

period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

The following subsection(s) are hereby added to Section 5-3 of the Standard Specifications

5-3.6 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing

rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

The whole Subsection 5-4.2 of the Standard Specifications is hereby deleted and replaced with the following:

CONTRACTOR shall carry and maintain Comprehensive General Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

5-4.3. Worker's Compensation Insurance.

The following is hereby added to this subsection of the Standard Specification:

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

5-4.4 Auto Liability Insurance.

The whole Subsection 5-4.4 of the Standard Specifications is hereby deleted and replaced with the following:

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

The following is hereby added to **subsection 5-4** of the Standard Specifications:

5-4.5 Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5-4.6 Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

5-4.7 Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made, or suit is brought, except with respect to the limit of the insurer's liability.

5-4.8 Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

5-4.9 Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

5-4.10 Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

5-4.11 Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the

CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The following is hereby added to subsection 5-7.1.1 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

The following subsection(s) are hereby added to Section 5-7 of the Standard Specifications:

5-7.9 Traffic and Access.

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight (48) hours (2 working days) prior to any temporary obstruction of access. Contractor to revise all dates daily on no-parking signs. If works does not begin on the date posted on the no-parking sign, Contractor then shall replace all signs with the new correct dates. Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic

control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

There are some driveways that require replacement in order to be handicap compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the City.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

5-7.9.1 Street Closures, Detours, Barricades.

This subsection is hereby added to section 5-7.9 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

5-7.9.2 Protection of the Public.

This subsection is hereby added to section 5-7.9 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **seventy-five (75) working days**.

6-3.2 Contract Time Accounting.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, for daytime work and to the hours between 8:00 p.m. starting Monday and 5:00 a.m. ending Saturday, excluding holidays, for nighttime work. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be \$500.00 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;
2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;
3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;
4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;
5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;
6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;

7. Damage to other work or property;
8. Failure to fulfill all the requirements of the Contract Documents;
9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;
10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;
11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.
12. Failure of Contractor of the subcontractors to comply with applicable laws;
13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;
14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;
15. Liquidated damages payable to City;
16. Materials ordered or paid by City on behalf of Contractor;
17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;
18. Cleanup performed by City and chargeable to Contractor;
19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;
20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;
21. A breach by Contractor of any obligation or provision of the Contract Documents.
22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge

or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project

Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;
2. Submission of consent of Surety, if any, to Completion Payment;
3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;
5. Submission of all Close-Out Documents for the Project Work;

6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.
7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.
8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and
9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain its total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the

City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, the quantity changes of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price.

7-3.5.2 Increases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7-3.5.3 Decreases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

The following is hereby added to this subsection of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2018 edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Claim” means a “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter

county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

The following is added this subsection of the Standard Specifications:

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

The following is hereby added to this subsection of the Standard Specifications:

The location and existence of any underground utility or substructure were obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS

Attention: Mr. Cesar Roldan

(323) 887-1460

croldan@montebellocal.gov

AT&T

Attention: Mr. Marco Macias

(626) 318-9039

CALIFORNIA WATER SERVICE

Attention: Mr. Ralph Felix

(323) 823-5287

rfelix@calwater.com

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Attention: Mr. Alex Rojas

(323) 201-5500

CHARTER COMMUNICATION	(626) 807-3263
Attention: Mr. Rodney Graf	Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	(626) 458-7136
Attention: Mr. Mahdad Derakhshani	mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT	(562) 908-4288 ext. 1205
Attention: Ms. Christine Gurga	engineeringcounter@lacsdsd.org
METROPOLITAN WATER DISTRICT	(213) 217-7670
Attention: Mr. Ken Chung	kchung@mwddh2o.com
MONTEBELLO LAND & WATER	(323) 722-8654
Attention: Mr. Mario Gardea	mario@mtblw.com
SAN GABRIEL VALLEY WATER CO.	(909) 201-7349
Attention: Mr. Paul Garavito	
SOUTH MONTEBELLO IRRIGATION DISTRICT	(323) 721-4735
Attention: Mr. Jordan Betencourt	j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON North of Lincoln Av	(323) 720-5298
Attention: Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects	(323) 720-5214
Attention: Ms. Elda Alatorre	
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.	(310) 608-5005
Attention: Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY	(310) 605-4105
Attention: Mr. Cesar Arroyo	carroyo@semprautilities.com
CRMSON PIPELINE	(310) 669-4002
Attention: Mr. Ryan Lassus	(310) 669-4024
CHEVRON	(310) 669-4014
Attention: Mr. Dave Zerler	
CITY POLICE AND FIRE DEPARTMENT	Police: (323) 887-1313 Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT	(800) 422-4133 Tel (909) 808-8101 Fax
TRASH COLLECTORS – ATHENS DISPOSAL	(626) 336-6100
STREET SWEEPING – NATIONWIDE	(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

MONTEBELLO TRANSIT

(323) 558-1625

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

The following is added to this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

The following is added to this subsection of the Standard Specifications:

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

600-3 PEDESTRIAN ACCESS.

The following is added to this subsection of the Standard Specifications:

Under situations of sidewalk closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

The following is added to this subsection of the Standard Specifications:

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane in a single direction on residential streets, during construction hours.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

Street closures will not be allowed except as specifically permitted by the Engineer.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

The following is added to this subsection of the Standard Specifications:

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per the latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor and deduct same from the next progress payment.

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTIONS
FOR
SENIOR CENTER BASEMENT REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management

Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization/Demobilization shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 1 Through Bid Item 27 – Demolition Phase

All the Bid Items under the Demolition Phase of this project are included here. The specifications for each item are listed on the construction plans with the associated bid item numbers and bid type, and per all the relevant standard specifications of the agency's standards cited herein.

Payment for Demolition Phase per Bid Items under this category will be paid per the Bid Schedule pricing, number of items dictated, and type and shall be considered full compensation for each item listed under the Demotion Phase, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination,; and incidentals necessary to perform all related items of work.

Bid Item No. 1 Through Bid Item 38 – New Construction Phase

All the Bid Items under the New Construction Phase of this project are included here. Specifications for each item are listed on the construction plans with the associated bid item numbers and bid type, and per all the relevant standard specifications of the agency's standards cited herein.

Payment for New Construction Phase per Bid Items under this category will be paid per the Bid Schedule pricing, number of items dictated, and type and shall be considered full compensation for each item listed under the New Construction Phase, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination,; and incidentals necessary to perform all related items of work.

APPENDIX “A”
STANDARD PLANS
CITY OF MONTEBELLO

SENIOR CENTER BASEMENT REMODELING

C.P. No. 925

LIST OF STANDARD PLANS

<u>Plan No.</u>	<u>Description</u>
<u>Standard Plans for Public Works Construction:</u>	
SPPWC 110-2	Driveway Approaches
SPPWC 111-5	Curb Ramp
SPPWC 112-2	Curb and Sidewalk Joints
SPPWC 113-2	Sidewalk and Driveway Replacement
SPPWC 120-2	Curb and Gutter – Barrier
SPPWC 133-3	AC Pavement Replacement
SPPWC 150-3	Curb Drain
SPPWC 151-2	Parkway Drain
SPPWC 205-2	Sewer Manhole Adjustment
SPPWC 206-2	Manhole Raising Rings
SPPWC 520-4	Tree Planting
SPPWC 523-2	Root Pruning
SPPWC 606-4	Metal Hand Railings
SPPWC 622-4	Concrete Block Slough Wall
 <u>CALTRANS:</u>	
A20A, A20B, A20D	Pavement Markers and Traffic Lines
A24A, A24D, A24E, A24F, A24G	Pavement Markings, Arrows, Words, Limits & Crosswalk Lines
ES-5A, ES-5B	Electrical Systems (Loop Detectors)

APPENDIX “B”

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

***(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) ***

APPENDIX “C”

PROJECT SIGN

PUBLIC IMPROVEMENT PROJECT SIGN



**YOUR TAX DOLLARS AT WORK
SENIOR CENTER BASEMENT REMODEL
FY 2026/2027**

CIP PROJECT NO.: 925

CITY OF MONTEBELLO CITY COUNCIL

GEORGINA TAMAYO - MAYOR

DANIELLE ROMERO – MAYOR PRO TEM

SCARLET PERALTA – COUNCILMEMBER

RIC ALONZO – COUNCILMEMBER

SALVADOR MELENDEZ – COUNCILMEMBER

CONSTRUCTION MANAGEMENT: _____

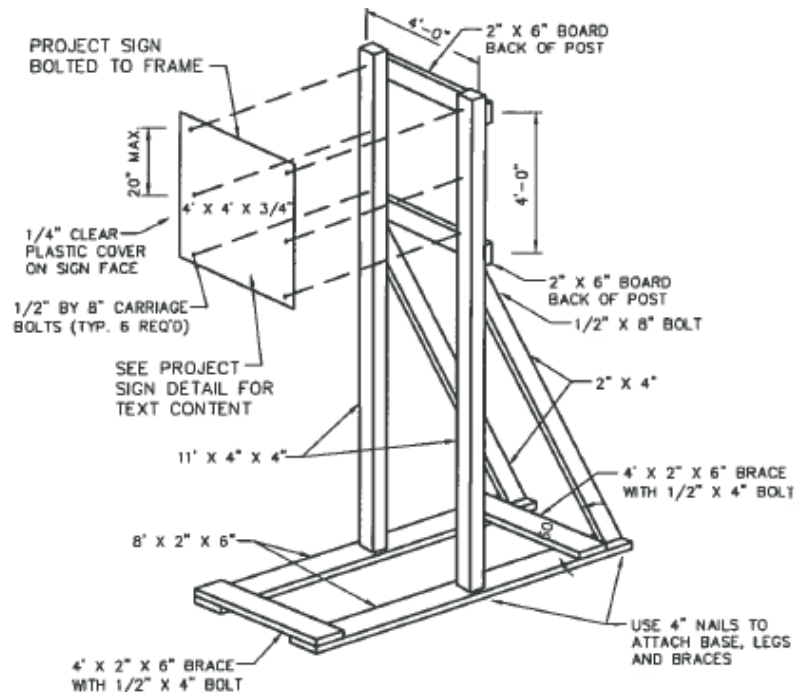
CONTRACTOR: _____

START DATE: _____ 2026

ESTIMATED COMPLETION DATE: _____ 2027

NOTES:

- Sign Size: 4 feet X 4 feet
- Sign Material: Anti-graffiti,
Diamond Grade
- Sign Color: Blue, Accent 1,
60% Lighter
- Lettering Color: Blue
- Border Color: Dark Blue



APPENDIX “D”

PROJECT LABOR AGREEMENT NO. 4202

**AGREEMENT NO. 4202 – LOS ANGELES/ORANGE
COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL AND THE SIGNATORY CRAFT
COUNCILS AND UNIONS**



Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419



May 1, 2024

City of Montebello
Attn: Kimberly Guillen,
Administration Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties
Building and Trades Council

Dear Ms. Guillen,

Enclosed you will find signed fully executed Project Labor Agreement between the City of Montebello and
the Los Angeles/Orange Counties Building and Trades Council.

If you should have any questions, please call me at the Council office.

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between the City of Montebello and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every applicable contract for Project Work to be awarded by the City.

ARTICLE I **DEFINITIONS**

Section 1.1 "Agreement" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Montebello.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or “Project Work” means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below, excluding those listed under Section 2.5 below.

Section 1.10 “Local small business enterprise” means that which is organized for profit; has a place of business in the US with a main office in Los Angeles County in the past 12 months; operates primarily within the US or makes significant contributions to the US economy through payment of taxes or use of American products, materials or labor; is independently owned and operated and is not dominant in its field on a national basis; has 15 or fewer employees and an average annual gross receipts of \$10 million or less for the last 3 years.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2

SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City’s Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City’s facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation, unless specifically excluded in the definition of a Project.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed \$500,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed the Uniform Public Construction Cost Accounting Act (UPCCA) formal bidding threshold of \$200,000 and all subcontracts arising from these specialty contracts. In the event of an amendment to the UPCCA resulting in an increase of the formal bidding threshold established within the law, this subsection (b) shall reflect the same;

(c) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this Article, Proprietary Interest means: Where the City owns all or part of the project site or project to be developed, has an investment in the project site or project to be developed that exceeds two-million dollars, will receive income and/or tax increments from the project that exceeds two-million dollars, provides for financing of the project, or arranges for grants to supplement project financing.

(d) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees

where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers (collectively "Inspectors") are covered crafts under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Crafts. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of a Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement;

(k) Work on the Project performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action outside of the Contractor's control;

(l) Any projects to take place on the following parcels relating to the golf course area: 5267-010-908, 5267-010-907, 5267-006-901, 5267-006-900, 5267-009-901, 5267-007-900, 5267-007-901, 5267-009-900, 5267-009-902, and 5267-009-904 (see Attachment E for Parcel Map), except for projects approved under the Park Master Plan for the golf course parcels identified herein that satisfy the thresholds set forth in Section 2.2 of this Agreement that are to take place on the parcels listed herein. The Park Master Plan for the golf course parcels

identified herein is a document intended to be approved, evaluated, and considered by the City Council at a future date; and

(m) Grant funded collaborations/ formula funded projects that conflict with this agreement; and projects that have been let out for bids before the execution of this Agreement.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 and subject to the work thresholds set forth in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3 **UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the

foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local business enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder

of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of area residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When area residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process,

to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4 **UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the

Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and

state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits
Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if

any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

- (a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period,

the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Najeeb Khoury; and (7) Andrea Dooley. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12

APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13

PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to

commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14 **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

- a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and
- b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and
- c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15 **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that

if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from January 1, 2024, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated, and to be effective as of January 1, 2024.

CITY OF MONTEBELLO

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

David N. Torres
Mayor

By: _____

Ernesto Medrano
Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 District Council of Laborers
 Laborers (Local 300)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders Local (1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 986)
 Western States Regional Council of Carpenters

DocuSigned by:
 Michael Patterson
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 DocuSigned by:
 Luis Miramontes
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 Luis Alcala
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 Ricardo Gonzalez
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 Tony Garganiga
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 Ed Leary (Guniters #345)
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 Jeremy Diaz
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 Todd Golden
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 Jose Sanchez
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 Steve Rinson
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 Caesar Bonas
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 Josh Raper
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Asbestos Heat & Frost Insulators (Local 5)
Boilermakers (Local 92)
Bricklayers & Allied Craftworkers (Local 4)
Cement Masons (Local 600)
Electricians (Local 11)
Elevator Constructors (Local 18)
Gunitite Workers (Local 345)
Iron Workers (Reinforced – Local 416)
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Plasterers (Local 200)
Plaster Tenders Local (1414)
Roofers & Waterproofers (Local 36)
Sheet Metal Workers (Local 105)
Teamsters (Local 986)
Western States Regional Council of Carpenters

Ken Hunt
Pres. of (un)

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

City of Montebello

1234 address

City, state, zip code

Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Montebello Project Labor Agreement effective January 1, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B
LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

[to be supplied by the City]

(TIER 2)

90001	90037	90082
90002	90038	90084
90003	90039	90086
90004	90040	90087
90005	90041	90088
90006	90042	90089
90007	90046	90090
90008	90048	90091
90010	90050	90093
90011	90051	90096
90012	90052	90099
90013	90053	90134
90014	90054	90201
90015	90055	90202
90016	90057	90211
90017	90058	90239
90018	90060	90240
90019	90062	90241
90020	90063	90255
90021	90065	90270
90022	90068	90280
90023	90069	90601
90026	90070	90602
90027	90071	90606
90028	90072	90607
90029	90074	90608
90030	90075	90610
90031	90076	90640
90032	90078	90660
90033	90079	90661
90036	90081	90662

90670	91123	91602
90671	91124	91603
91001	91125	91604
91003	91126	91606
91006	91129	91608
91007	91182	91609
91008	91184	91610
91009	91185	91614
91010	91188	91618
91011	91189	91702
91012	91199	91706
91016	91201	91714
91017	91202	91715
91020	91203	91716
91021	91204	91722
91023	91205	91723
91024	91206	91731
91025	91207	91732
91030	91208	91733
91031	91209	91734
91040	91210	91735
91041	91214	91744
91042	91221	91745
91043	91222	91746
91046	91224	91747
91066	91225	91754
91077	91226	91755
91101	91352	91756
91102	91353	91770
91103	91501	91771
91104	91502	91772
91105	91503	91775
91106	91504	91776
91107	91505	91778
91108	91506	91780
91109	91507	91790
91110	91508	91791
91114	91510	91793
91115	91521	91801
91116	91522	91802
91117	91523	91803
91118	91526	91804
91121	91601	91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Montebello Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug testing:
 - a. The Employer may request urine samples only. The applicant or employee

shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed

medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E
Golf Course Parcel Map

