

CONTRACT DOCUMENTS  
SPECIFICATIONS AND CONSTRUCTION PLANS  
FOR

PROJECT NO. ITB 829-24

LANCASTER COMMUNITY CENTER ROOF REPLACEMENT

in the

CITY OF LANCASTER  
44933 North Fern Avenue  
Lancaster, California 93534

BIDS SHALL BE SUBMITTED ELECTRONICALLY ON THE CITY OF LANCASTER VENDOR PORTAL THROUGH PLANETBIDS. THE LINK TO REGISTER TO BECOME A PROSPECTIVE BIDDER AND ELECTRONICALLY BID ON THIS PROJECT CAN BE FOUND AT THE FOLLOWING WEB ADDRESS:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=42566>

ELECTRONIC BIDS WILL BE RECEIVED PRIOR TO 11:00 A.M. (10:59:59) ON MONDAY, MAY 22, 2024.

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SONYA PATTERSON  
CITY OF LANCASTER

PART A  
NOTICE TO CONTRACTORS

CITY OF LANCASTER

LANCASTER, CALIFORNIA

NOTICE TO CONTRACTORS

PROJECT NO. ITB 829-24

**LANCASTER COMMUNITY CENTER ROOF REPLACEMENT**

The City of Lancaster will receive **ELECTRONIC BIDS ONLY** for Project 829-24, Lancaster Community Center Roof Replacement, prior to 11:00 a.m. (10:59:59) – according to the PlanetBids official Bid clock) **Wednesday May 22, 2024**, via the City of Lancaster Vendor Portal through PlanetBids. The Vendor Portal can be accessed at the following address:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=42566>

On that same day, or shortly thereafter, bid results will be posted via PlanetBids. Bids must be completed on this form, entered into the line items section of PlanetBids, and include all forms provided or information requested, in accordance with the Specifications and Project Details therefor. Bids are required for the entire work as described in the Bid Schedule and the Specifications.

All work must be completed within **60 calendar** days after the issuance of Notice to Proceed. The Contract Documents, which include the Specifications and Project Details, are available on the City of Lancaster Vendor Portal through PlanetBids.

This project shall comply with the requirements of the COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS (“CWA”) for all Project Work agreements executed after July 1, 2018. The Contractor, and each of its subcontractors, of whatever tier, shall be required to submit LETTER(S) OF ASSENT in accordance with the CWA included in PART I.

**SB 854**

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects.

The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Attention is directed to the Revisions to Labor Code Section 4. 1725.5 and Section 5. 1771.1 provided below:

SECTION 4. 1725.5 A contractor must be registered pursuant to this section in order to be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code or engage in the performance of any contract for public work that is subject to requirements of this chapter.

(a) To qualify for registration under this section, a contractor must do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial non-refundable application fee of \$300 to qualify for registration under this section and an annual renewal fee on or before July 1<sup>st</sup> each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Worker's Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers' Compensation Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.

(B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3
- (c) The term “contractor,” as used in this section, shall include any subcontractor, as defined in Section 1722.1.
- (d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.
- (e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:
- (1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”
  - (2) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**
  - (3) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
  - (4) The requirements of this section shall apply prospectively only to any bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

- (f) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

SECTION 5. Section 1771.1:

1771.1 (a) No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered to perform public work pursuant to Section 1725.5. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of this requirement shall be included in all bid invitations and public works contracts, and no bid shall be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current eligibility to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following requirements are met: (1) the subcontractor is registered prior to the bid opening; (2) within 24 hours after the bid opening the subcontractor is registered and has paid the penalty registration fee specified in paragraph (E) of subdivision (2) of Section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) of this Section shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The DIR shall maintain on its website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation. However, no contract for public work shall be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Bids will not be accepted unless they are made on a Proposal form furnished in the Contract Documents by the City of Lancaster, entered into the line items section of PlanetBids and submitted electronically via the City of Lancaster PlanetBids Vendor Portal. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond, made payable to the City of Lancaster for an amount equal to at least 10% of the amount of bid. Bid Security shall be delivered in a sealed envelope to the City Clerk located.

at 44933 Fern Avenue, Lancaster, CA, **PRIOR TO THE BID OPENING DATE AND TIME OTHERWISE THE BID WILL BE DEEMED NON-RESPONSIVE.** The Bid Security is to be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract. Bid Bonds are considered part of the Contract Documents and shall meet all requirements in Section B of these specifications and Section 2-4 of the Standard Specifications. The successful bidder will be required to furnish a Labor and Material Bond in an amount equal to 100% of the Contract price and a Faithful Performance Bond in an amount equal to 100% of the Contract price.

Specifically, the Contract Bonds (Bid Bond, Performance Bond, and Labor and Material Bond) "shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California." Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Substitution of Securities for any monies withheld by the City of Lancaster to ensure performance under this contract will be permitted in accordance with Section 4590 of the State of California Government Code.

All bids are to be compared on the basis of the estimate of quantities shown in the Bid Schedule. Award of contract will not be made to a contractor who is not licensed in accordance with the provisions of Chapter 9, Division 111 of the Business and Professions Code of the State of California. **The Contractor shall possess the following license in order to qualify for Award of Bid: Class B or Class C-39.** Any bidder who feels that a Contractor's license other than that specified qualifies for this project shall submit a written request for the City to consider accepting other qualifying licenses. Written requests must be received no later than 5 days prior to bid opening.

Refer to Part C, Subsection **5-4 LIABILITY INSURANCE** for Insurance Requirements.

The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable.

to the work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship program that can supply apprentices to the site of the public work, and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. An apprenticeship program has the discretion to grant to a participating contractor, or contractor association, a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts.

The Contractor and all subcontractors under them shall comply with the requirements of Section 1777.5 and Section 1777.6 regarding the employment of apprentices.

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

The City of Lancaster reserves the right to reject any and all bids or delete portions of any and all bids or waive any informality in the bid not affected by law.

By order of the City of Lancaster.

PART B  
INFORMATION FOR BIDDERS

## BID INSTRUCTIONS

### CONTRACT DOCUMENTS

The Contract Documents shall consist of these Bid Instructions together with the Notice to Contractors, Proposal Forms, Contract Forms, Plans and Specifications, and any Addenda issued during the bidding period; all of which are on file and may be obtained as noted in the Notice to Contractors.

### Proposals

Bids to receive consideration shall be made in accordance with the following instructions:

- (a) Bids must be entered into the line items section of PlanetBids in addition to the Bid Schedule forms contained in the Contract documents. All bid forms shall be properly executed with all items filled in, including the longhand signature of all persons signing the Proposal. The forms should be completed without interlineations or alterations. Completed Bid Forms shall be uploaded onto the City of Lancaster Vendor Portal on PlanetBids.
- (b) Bids shall not contain any recapitulation of the work to be done. Alternative proposals will only be considered when specifically requested in the bidding documents.
- (c) Bids shall be accompanied by a certified check, cashier's check or bidder's bond for an amount not less than 10% of the bid, made payable to the Contracting Agency as defined in Section 1 of the General Provisions. Bid Security shall be delivered to the City Clerk in a sealed envelope at 44933 Fern Avenue, Lancaster, CA 93534 prior to the bid opening date and time. Said security shall be given as a guarantee that the bidder will enter into a contract if awarded the work and, in case of refusal or failure to enter into said Contract, such guarantee shall be forfeited to the Contracting Agency. Bid Bonds are considered part of the Contract Documents and therefore must meet the same standards as the Contract Bonds. Specifically, the Contract Bonds (Bid Bond, Performance & Maintenance Bond, and Labor and Material Bond) "shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California." Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:
  - (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
  - (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

- (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
  - (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.
- (d) Before submitting a bid, bidders shall carefully examine the Plans and Specifications, Exhibits, and Contract Documents, shall visit the site of the work and shall fully inform themselves as to all existing conditions and limitations of the job site.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract.

The bidder shall include the cost of all labor, materials, equipment, supervision, applicable taxes, overhead and profit and any other factors that are necessary to complete the improvement called for on the Construction Drawings in his individual item bid prices.

- (e) Bids shall be **SUBMITTED ELECTRONICALLY via PlanetBids** on or before the day and hour set for the opening of bids in the Notice to Contractors, as published. **PAPER COPIES WILL NOT BE ACCEPTED.** It is the SOLE responsibility of the bidder to see that his bid is received at the proper time. Any bid received after the scheduled closing time for receipt of bids will be rejected.
- (f) 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 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.
- (g) All items of the Bid Schedule shall be properly and completely filled out and must also be entered into the line items section of PlanetBids. If there is an inconsistency or conflict between the numbers entered on the Bid Schedule form and the numbers on PlanetBids, the numbers entered on PlanetBids shall govern.

If the unit price and the total amount named by the bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention, and the unit price extension and the totals will be corrected to conform thereto.

Any error in the addition of the amounts constituting the items of the Bid Schedule will be corrected and such corrected total shall be used to determine the successful bidder. All prices or sums shall include all sales and other taxes which may be applicable.

- (h) Bids shall include a completed Form EOI 1 (Certified Evidence of Insurance).
- (i) Bids shall include a completed Non-Collusion Declaration.
- (j) Bids shall include a completed List of Subcontractors.
- (k) Bids shall include a completed Contractor's Industrial Safety Record. All bidders are required to submit information regarding their industrial safety record on the form provided in the Bid Documents. A review of this safety record will be made prior to determination of the lowest responsible bidder. An adverse finding as to the bidder's safety record or any bid submitted which does not include the completed Contractor's Industrial Safety Record form may be sufficient cause for rejection of the bid.
- (l) Bids shall include a completed Bidder's Questionnaire.
- (m) Bids shall include a completed Illness and Injury Prevention Program Certification for Contractors in accordance with S.B. 198.
- (n) Bids shall include a completed Bidders Certificate for all addenda issued.
- (o) Bids shall include LETTER(S) OF ASSENT from Contractors and each of its subcontractors, of whatever tier, in accordance with the CWA included in Part I (or Appendix I)

#### Interpretation of Plans, Specifications and Documents

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or the Contract Documents, or finds discrepancies or omissions therein, he shall submit a written request electronically via PlanetBids "Question and Answer" tab for an interpretation or correction thereof. **Written requests shall be received by the Project Manager via PlanetBids no less than ten (10) calendar days prior to the bid opening.**

Any interpretation or corrections of the Plans, Specifications, or the Contract Documents will be made only by addendum, duly issued, and copy of such addendum(s) will be transmitted electronically through PlanetBids. Neither the Project Manager nor the agency will be responsible for any other explanation or interpretation of the documents.

### Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding, or part of the documents issued to the bidder, shall be made a part of the Contract. All addenda will be issued through the PlanetBids platform, and it is the bidder's responsibility to monitor PlanetBids for release of the addenda prior to submission. The bidder shall indicate the addenda received on the Proposal form. The bidder shall also digitally acknowledge the Addenda via PlanetBids and submit a signed version with the bid. If addenda are not signed and submitted with the bid proposal, the bid may be deemed non-responsive and rejected.

### Sealed Bid Calculations

Prospective bidders are encouraged to submit sealed bid calculations with their bid. The sealed bid calculations will be opened only in cases of discrepancies in the bid and only at the bidder's request. If the bidder is not awarded the contract, the bidder's sealed bid calculations package will be returned.

### Bidders Interested in More Than One Bid

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. However, a person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

### Instructions to Bidders – Delivery of Proposal

Submission of all supplementary proposal documents not required to be submitted with the Bid Proposal shall be submitted to Owner with fourteen (14) calendar days of Bid Opening, unless otherwise required by the contract documents.

### Assignment of Contract

No assignment by the Contractor of the contract that is to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor will be recognized by the awarding authority unless such assignment has had the prior approval of the awarding authority, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

If the Contractor intends to subcontract any portion of the work bid upon, the bid or offer must state the name and address of each subcontractor who will perform work, labor, or render service to the Contractor in or about the construction of the work, in the amount equal to 1/2 of 1% or more of the Contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1% of the Contractor's total bid or \$10,000, whichever is greater.

Said information shall be included on the sheet provided in the Contract Documents. The General Contractor shall perform a minimum of 50% of work and shall be licensed therefor. All subcontractors shall accordingly be licensed to perform the work for which they are to be responsible, therefore.

## AWARD AND EXECUTION OF CONTRACT DOCUMENTS

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

### Opening of Bids

Bids will be opened and publicly via PlanetBids at the time set forth in the Notice to Contractors, or shortly thereafter.

### Award or Rejection of Bids

The award of the Contract, if it be awarded, will be to the lowest responsible bidder complying with these instructions and with the Notice to Contractors. The Contracting Agency, however, reserves the right to reject any or all bids, and to waive any informality in bids received. The City reserves the right to hold the low responsible bid for up to 60 calendar days before awarding.

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, alteration, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

No bidder may withdraw his bid for a period of 60 calendar days after the time set for opening thereof. However, the Contracting Agency will return all proposal guarantees, within 15 calendar days of the execution of Contract, or rejection of the bids, to the respective bidders whose proposal they accompany.

### Nondiscrimination

In performance of the terms of this Contract, the Contractor shall not engage in, nor permit such subcontractors as he may employ from engaging in, discrimination of race, color, national origin, sex, religion, age, or disability in employment of the provision of services. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

### Workers' Compensation Insurance

The Contractor is required to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code and before entering into a contract, the bidder to whom Contract has been awarded shall furnish satisfactory evidence that he has secured, for the period of the

Contract, full workers' compensation insurance in accordance with the Standard Specifications, from any responsible insurance company authorized to do business in this State and such insurance shall be maintained in full force and effect at his own expense during the life of the Contract. A waiver of subrogation must be provided on behalf of the Certificate holder for Workers Compensation and Employers Liability.

### Financial Statement

Before entering into a contract, the successful bidder shall furnish a statement of his financial condition and previous construction experience, or such evidence of his qualifications as may be required by the Contracting Agency.

### Agreement and Bonds

The form of Contract which the successful bidder, as Contractor, will be required to execute is included in the Contract Documents and should be carefully examined by the bidder. The Agreement and the Bonds will be executed according to law.

### Bonds

The 10% Bid Bond shall meet the same requirements as the Performance Bond and Labor and Material Bond. The successful bidder, prior to the execution of the Contract, will be required to furnish a Labor and Material Bond in an amount equal to 100% of the Contract price and a Performance Bond in an amount equal to 100% of the Contract price. The Contract Bonds (Bid Bond, Performance & Maintenance Bond, and Labor and Material Bond) "shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California." Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

### Insurance

The successful bidder, prior to execution of the Contract, will be required to furnish insurance as detailed in the General Provisions. Insurance is to be provided by insurers with a Best's rating of no less than A: VIII.

### Fair Employment and Housing Act

Contractors will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into these Specifications by reference and made a part hereof as if set forth in full. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

Contractor will permit access to the records of employment, employment advertisement, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section.

PART C  
GENERAL PROVISIONS

## **GENERAL PROVISIONS**

### **SECTION 1 – GENERAL**

#### **1-1 GENERAL**

Subsection 1-1 of the Standard Specifications is supplemented by the following:

The Contractor shall comply with the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest edition, including all subsequent addenda and supplements, hereinafter referred to as "Standard Specifications", as published by BNI Publications, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, phone (760) 734-1113, and including the additions and amendments contained in these documents.

The SSPWC, latest edition, including all subsequent addenda and supplements, are incorporated herein by reference and are intended to govern the relationship of the parties, except as are modified herein or are inconsistent with the provisions hereof.

The Contractor shall additionally comply with the provisions of the California Building Codes (CBC), latest edition, as published by International Conference of Building Officials, along with all other codes, Standards and Specifications utilized by the City of Lancaster during the course of construction.

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the City, the Project Manager, their agents, consultants, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death (including that sustained by Contractor's or subcontractor's employees), or to injury to or destruction of tangible property (other than the work itself) including the loss of use thereof; and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

The obligations of the Contract under this indemnity and hold harmless agreement shall not apply to (a) liability for damages arising from the sole negligence or willful misconduct of the City, the Project Manager, their agents, consultants, or independent contractors (other than the Contractor) who are directly responsible to the Project Manager, nor the (b) the liability of the City, the Project Manager, their agents, or employees, or consultants, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the City, the Project Manager, their agents or employees, provided such giving or failure to give is the sole cause of the injury or damage.

#### **1-2 TERMS AND DEFINITIONS**

Subsection 1-2 of the Standard Specifications is supplemented by the following:

Whenever the terms listed below appear in the Contract Documents, they shall be defined as follows:

Bid Price - The unit or lump sum amount shown in the Bid Schedule for the work item.

Building Code - California Building Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.

Caltrans Standard Specifications - Standard Specifications of the State of California Department of Transportation latest edition, including all subsequent addenda and supplements (*where specifically called out*).

Contracting Agency - City of Lancaster - City

City Council - City Council of City of Lancaster

Council – Los Angeles/Orange Counties Building & Construction

Claim – A written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routing request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Days – Calendar Days, unless otherwise noted.

Electrical Code - California Electrical Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.

Engineer – Senior Manager-Capital Engineering, or authorized representative of the Senior Manager-Capital Engineering.

Execution of the Contract by the City - Execution of the Contract by the City will be complete when the City issues a Notice to Proceed.

Handbill - A small, printed notice personally distributed by hand to individuals identified by the Project Manager as specified in PART D. In no event shall handbills be placed in or on any portion of an owner's mailbox.

Mechanical Code - California Mechanical Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.

Notice of Completion - Notice executed by the City and Recorded with the County of Los Angeles Recorder giving formal notice of the completion of the work.

Plumbing Code - California Plumbing Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.

Prime Specialty Contract – is a contract which the City enters into directly with a specialty contractor, as defined in Section 7058 of the Cal. Business & Professions Code, rather than contracting with a general contractor.

Project Manager – City-authorized representative or staff in assigned to manage contractor performance and project progress.

Standard Specifications - The Standard Specifications for Public Works Construction, latest edition, including all subsequent addenda and supplements, and the Standard Plans for Public Works Construction, latest edition, including all subsequent addenda and supplements, prepared by the American Public Works Association.

## **1-6 BIDDING AND SUBMISSION OF THE BID.**

### **1-6.2 Subcontractor Listing.**

Subsection 1-6.2 of the Standard Specifications is supplemented by the following:

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at [http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

#### Non-Collusion Declaration of Subcontractor

The Contractor shall, upon request, obtain and produce the Non-Collusion Declaration of Subcontractors to the effect that the bid is genuine, and that neither the Subcontractor, nor any person or entity associated with the Subcontractor, has directly or indirectly colluded with any person or entity in regard to the bid. Should these forms be requested they must be completed and notarized by each subcontractor listed.

## **1-7 AWARD AND EXECUTION OF THE CONTRACT.**

### **1-7.1 General.**

Subsection 1-7.1 of the Standard Specifications is supplemented by the following:

## Award

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 calendar days after the opening of the bids. The City reserves the right to reject any or all bids; to waive any informality in any bid; or to award the contract to any bidder other than the lowest bidder should it deem in its best interest to do so. The City reserves the right to award a contract on the work and any alternates listed in the bid form in sum total, individually, or in any combination. The City reserves the right to award the contract for part or all of the items on the Bid Schedule.

## Disqualification of Bidders

More than one bid from any person under the same or different names will not be considered. Reasonable grounds for believing that any person is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such person is interested. If there is reason for believing that collusion exists among any bidders, none of the participants in such collusion will be considered in future bids. Bids in which the price of any item grossly differs from the current market price may be rejected. Bids from Contractors who do not possess the specified license may be rejected. Bids that do not include proof of certification of an individual trained in providing traffic control in construction zones may be rejected.

## Execution of Contract

The contract, in form and contents satisfactory to the City Attorney, shall be executed and submitted by the successful bidder, together with the bonds and insurance within 14 calendar days after such bidder has received the written contract. No bid shall be considered binding upon the City until the execution of the contract by the City. Failure to execute the contract and file acceptable bonds, insurance policies or certificates, as provided herein, within 14 calendar days, shall be just cause for the annulment of the award, and forfeit of bid guaranty to the City, as liquidated damages. The City may request a complete, notarized financial statement from the Contractor prior to the award of the contract, and will notify the Contractor if said statement is required.

## **1-7.2 Contract Bonds.**

Subsection 1-7.2 of the Standard Specifications is supplemented by the following:

All bonds shall be in the form acceptable to the City Attorney. At execution of the contract, the successful bidders shall furnish two (2) contract bonds as follows:

- a) A Faithful Performance Bond in the amount of 100% of the contract price
- b) A Labor and Material Bond in the amount of 100% of the contract price

The Faithful Performance and Labor and Material bonds shall be submitted on forms furnished by the City. Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Should any Surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the City.

## **SECTION 2 – SCOPE OF THE WORK**

### **2-2 PERMITS.**

Subsection 2-2 of the Standard Specifications is supplemented by the following:

Permits, Applications, Notices and Inspections

No work shall be started within the street right-of-way or on City property until the Contractor has obtained the necessary permits.

All permits, applications, notices and inspections required by the duly authorized governmental agency and servicing utility companies shall be obtained by the Contractor. No-fee permits shall be obtained from the City of Lancaster. All inspections by the governmental agency and/or the servicing utility shall be arranged and applied for by the Contractor and he/she shall deliver all inspection certificates to the Project Manager prior to final acceptance of the work. All fees, including but not limited to permit issuance, inspection, plan check, and charges connected with any permits and/or applications shall be included in the original bid price and shall not be the cause for additional charges or claims by the Contractor.

#### Business License

The Contractor shall have a business license to perform work in the City of Lancaster.

## **2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.**

### **2-5.2 Temporary Utility Services.**

Subsection 2-5.2 of the Standard Specifications is supplemented by the following:

#### Recycled Water

When project limits are located, in whole or in part, between 50<sup>th</sup> Street West and 50<sup>th</sup> Street East, Contractor shall not draw water from any potable water fire hydrant (except to extinguish a fire); Contractor shall draw water from recycled water hydrants. With each public contract, the Contractor shall make application for recycled water use to the City of Lancaster Development Services Department Utilities Services Division. If recycled water is unavailable, the Contractor shall obtain a waiver for each contract, in writing, from the City of Lancaster Development Services Department Utilities Services Division allowing the Contractor to obtain permission to draw potable water from the potable water utility owner.

## **2-9 CHANGED CONDITIONS.**

Subsection 2-9 of the Standard Specifications is supplemented by the following:

When the Project Manager and the Contractor fail to agree as to whether an alteration ordered by the Project Manager constitutes a material change or difference in the character of work as therein contemplated or fail to agree on the compensation to be allowed for such altered work, the Contractor shall forthwith proceed with the altered work upon written order from the **Project Manager**. Pending a settlement of the dispute, the Contractor shall file with the Project Manager within 48 hours after receiving such written notice to proceed, a claim setting forth in detail in what particulars the character of the work was changed and by what amount the unit cost was increased. The failure of the Project Manager to recognize a change in the character of the work when ordering

alterations shall in no way be construed as relieving the Contractor of his duty and responsibility for filing a claim as provided above. The Contractor shall receive no additional compensation for such altered work unless he files such a claim within 48 hours after receiving notice from the Project Manager to proceed and full settlement shall be made on the basis of the contract unit prices.

### **SECTION 3 – CONTROL OF THE WORK**

#### **3-3 SUBCONTRACTORS.**

Subsection 3-3 of the Standard Specifications is supplemented by the following:

No subcontract releases the Contractor from the contract nor relieves the Contractor of their responsibility for a subcontractor's work.

Your attention is directed to revisions by the Department of Industrial Relations (DIR) to Labor Code Section 4. 1725.5 and Section 5. 1771.1, whereby each subcontractor must be registered and pay an annual renewal fee per SB 854 in order to engage in the performance of any contract for public works which is subject to requirements of this chapter. This language must be included in all subcontracts.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Before subcontracted work starts, submit a Subcontracting Request form.

Upon request by the Project Manager, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

#### CWA

This project shall comply with the requirements of the COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS (“CWA”) for all Project Work agreements executed after July 1, 2018. The Contractor, and each of its subcontractors, of whatever tier, shall be required to submit LETTER(S) OF ASSENT in accordance with the CWA included in **PART I**.

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 Community Workforce 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.

It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described in the CWA, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

### **3-4 AUTHORITY OF THE BOARD AND PROJECT MANAGER.**

Subsection 3-4 of the Standard Specifications is supplemented by the following:

Neither the City of Lancaster, the City Mayor, the Project Manager, nor any other officer or authorized representative of the Agency shall be personally responsible for any liability arising under this Contract.

Any order given by the Project Manager, not otherwise required by the Specifications to be in writing, will, upon request by the Contractor, be given or confirmed by the Project Manager in writing.

### **3-5 INSPECTION.**

Subsection 3-5 of the Standard Specifications is supplemented by the following:

Inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously approved by the Project Manager or included in the quantities for progress payments.

### **3-6 THE CONTRACTOR'S REPRESENTATIVE.**

Subsection 3-6 of the Standard Specifications is supplemented by the following:

The Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. No work by subcontractors will be allowed in the absence of said authorized representative unless previous arrangements are agreed to by the Project Manager. In the event a subcontractor attempts to perform work in the absence of the authorized representative, a STOP NOTICE may be issued to the subcontractor.

When work is not in progress and during periods when work is suspended, arrangements acceptable to the Project Manager shall be made for any emergency work which may be required.

### **3-7 CONTRACT DOCUMENTS.**

Subsection 3-7 of the Standard Specifications is supplemented by the following:

The approved project plans shall be supplemented by such working drawings that may be necessary to adequately control the work. All authorized alterations affecting the requirements and information given on the approved Project Plans shall be in writing. No changes shall be made on any plan or drawing after the same has been reviewed by the City, except by its direction. Any shop or working drawings furnished by the Contractor shall be at his own expense and are subject to review unless review is waived by the Project Manager. All such plans shall be in conformity with the approved Project Plans. Although they were reviewed by the Project Manager, the Contractor shall be responsible for accuracy of dimensions or details.

### **3-12 WORK SITE MAINTENANCE.**

Subsection 3-12 of the Standard Specifications is supplemented by the following:

#### Refuse Collection and Disposal

The Contractor shall comply with Section 13.16 of the Lancaster Municipal Code with regard to waste disposal. Should the Contractor choose to procure the services of a commercial waste hauler, he shall use the City's franchise waste hauler for the removal and disposal of waste.

### **3-13 COMPLETION, ACCEPTANCE AND WARRANTY.**

#### **3-13.1 Completion.**

Subsection 3-13.1 of the Standard Specifications is supplemented by the following:

Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution of from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof. The determination to rebuild, repair, or restore shall be made by the Project Manager and his/her decision shall be final. In case of suspension of the work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary protective structures where necessary.

#### **3-13.3 Warranty.**

Paragraph 1 of Subsection 3-13.3 shall be amended to read as follows:

The Work shall be warranted by the Contractor against defective materials and workmanship for a period of two (2) years. The warranty period shall start on the date the Work was completed as determined by the Project Manager.

Subsection 3-13.3 of the Standard Specifications is supplemented by the following:

Corrective work shall be performed within 2 working days after receiving notice from the Project Manager or within that time as may be allowed by the City. Notice may be by phone or letter to the Contractor. The Contractor will be responsible for defective materials and must replace defective material at his cost.

## **SECTION 4 – CONTROL OF MATERIALS**

### **4-1 GENERAL.**

Subsection 4-1 of the Standard Specifications is supplemented by the following:

Materials and workmanship, unless indicated or specified otherwise, shall be in strict conformity with the Standard Specifications for Public Works Construction, latest edition, and all addenda thereto; nothing in these Specifications is to be construed to permit work below the standards of these ordinances and those of the Occupational and Safety Health Act. Any work found after acceptance of the Contract which does not comply with applicable codes shall be made to conform to the codes.

All materials and equipment shall be new and bear the label of, or be listed by, the Underwriter's Laboratories or the National Fire Protection Association, where applicable. All materials shall be the standard products of manufacturers regularly engaged in the production of such material and shall be the latest approved design.

All materials of the same type shall be supplied by the same manufacturer.

All materials and equipment shall be installed in a secure, neat, and workmanlike manner by competent workmen, and any item not so installed shall be corrected to meet the complete approval of the Project Manager. If at any time, the Contractor believes that he/she cannot secure proper results through the use of materials and the procedure specified, it shall be his/her obligation to immediately notify the Project Manager in writing, setting forth his/her decision.

#### Materials Furnished

The Contractor shall furnish all materials required to complete the work except such materials as may be designated in the Special Provisions to be furnished by the City.

#### Cleaning Equipment and Materials

The Contractor shall thoroughly clean all fixtures, apparatus, and equipment installed under his/her contract. Any dirt, rubbish or grease on walls, poles, walks, equipment or fixtures, for which the Contractor is responsible, must be removed by him/her and the premises left in first class condition

in every respect. All rubbish resulting from the work shall be removed from the site by the Contractor, from time to time during construction, and/or when so directed by the Project Manager.

#### Removal of Defective or Unauthorized Work

All work that has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner and no additional compensation will be allowed him for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Project Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct cost of same from any monies due, or to become due, the Contractor.

### **4-2 PROTECTION.**

Subsection 4-2 of the Standard Specifications is supplemented by the following:

#### Protection of Work and Materials

The Contractor assumes all responsibility for materials, storage, damage to equipment, and safety to all personnel and public, until final acceptance by the Agency. The Contractor will be held responsible for defective material, and if at any time there is defective material obtained, the defective material shall be removed from the worksite and new material(s) shall be obtained.

### **4-3 INSPECTION.**

#### **4-3.1 General.**

Subsection 4-3.1 of the Standard Specifications is supplemented by the following:

#### Concealment of Work

In order to allow for inspection, and in addition to any inspection required, the Contractor shall notify the Project Manager sufficiently in advance of the permanent concealment of any materials or work.

If any work is concealed or performed without the prior notice specified above, then the work shall be subject to such tests or exposure as may be necessary to prove to the Project Manager that the materials used, and the work done are in conformity with the plans and specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at its expense. The Contractor shall replace, at its own expense, any materials or work damaged by exposure or testing.

#### **4-6 TRADE NAMES.**

Subsection 4-6 of the Standard Specifications is supplemented by the following:

The designation of a brand name or catalogue number in these specifications is not intended to restrict bidding. It shall be, as approved in writing, at the absolute discretion of the City, however, to determine whether or not any substitute product is in fact equal. Where the Contractor elects to use a substitute item to that named in the specifications or on the plans, he shall first submit a written request to the Project Manager and receive the Project Manager's written approval to do so before incorporating the item in the project. Any substitute item not receiving such approval shall be removed.

### **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

#### **5-3 LABOR.**

##### **5-3.1 General.**

Subsection 5-3.1 of the Standard Specifications is supplemented by the following:

##### Employment of Apprentices

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Information on award of contracts is reported to the California Department of Industrial Relations - Division of Apprenticeship Standards in accordance with Section 3098, Chapter 4, Division 3, of the California Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards Branch offices.

##### **5-3.3 Payroll Records.**

Subsection 5-3.3 of the Standard Specifications is supplemented by the following:

**All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).**

The Contractor is required to report payroll activities to ensure compliance with Section 5-3.2 of the

Standard Specifications. The City may require the Contractor to also submit certified Payroll Summary Forms upon request, listing each person who is employed on their project by the Contractor and by Subcontractors, their classification and hourly rate.

When requested, certified payroll summaries shall be submitted to the City. Pay requests will be processed after the City has reviewed the applicable payrolls and found them to be in compliance with California Labor Code.

## 5-4 INSURANCE.

### 5-4.2 General Liability Insurance.

Subsection 5-4.2 of the Standard Specifications is supplemented by the following:

#### Insurance Requirements for Contractors

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from execution of contract until acceptable insurance is provided.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Once the apparent low bidder has been identified, the apparent low bidder shall present evidence in writing to the City of Lancaster of the following limits of insurance coverage:

#### **Commercial General Liability**

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Property Damage	
XCU Coverage Must Not Be Excluded	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 OR CG2010 07/04 AND CG2037 07/04, or an equivalent providing ongoing and completed operations)</i>	

#### **Commercial Automobile Liability**

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$2,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

#### **Workers Compensation**

As Required by the State of California

Statutory Limits

**Employer's Liability**

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

*(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers' Compensation & Employer's Liability policies)*

- A. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- B. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Contractor's insurance and shall not contribute with it.
- D. Contractor shall furnish the City with Certificates of Insurance and endorsements effecting coverage required by this Agreement. Certificates of insurance shall meet the following requirements:
  - 1. Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

- 2. List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

**Project No. ITB 829-24 Lancaster Community Center Roof Replacement**

The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

- 3. List in the "Certificate Holder" section:

The City of Lancaster  
44933 Fern Avenue  
Lancaster, California 93534

- E. Contractor shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Contractor.

- F. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the City insured entities.

#### Verification of Coverage

Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

#### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.**

Subsection 6-1 of the Standard Specifications is supplemented by the following:

##### Preconstruction Conference

A Preconstruction Conference will be held for the Contractor, the subcontractors and affected agencies and utilities. The date, time and location of said conference shall be scheduled by the Project Manager. The Contractor shall submit the following forms and/or information 48 hours prior to the preconstruction conference: Emergency Contact Information, and designation of Project Superintendent.

##### Emergency Information

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Project Manager.

#### **6-2 PROSECUTION OF THE WORK.**

Subsection 6-2 of the Standard Specifications is supplemented by the following:

The Contractor shall conduct his operations so as to have under construction no greater length or amount of work than he can prosecute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient materials and labor on hand to prosecute the work to completion.

**6-3 TIME OF COMPLETION.**

**6-3.1 General.**

Subsection 6-3.1 of the Standard Specifications is supplemented by the following:

Night, Weekend and Holiday Work

No work shall be performed at night, on Saturdays, Sundays, or on holidays observed by the City of Lancaster, except work pertaining to the public safety, or with the permission of the Project Manager and in accordance with such regulations as he shall furnish in writing.

Before performing any work at said times, except work pertaining to the public safety, the Contractor shall submit a written request to the Project Manager 48 hours in advance of the intended nighttime, weekend, or holiday work so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 5 p.m. to 7 a.m. of the succeeding day. The Contractor will reimburse the City for the inspector's time at the most current rate determined by the City's Finance Department. At the time of this printing the rate for inspection is \$166.00 per hour straight time, and \$249.00 per hour overtime.

Listed below are the Holidays that will be observed by the City of Lancaster during 2024:

Martin Luther King, Jr. Day	Monday, January 15
Juneteenth	Wednesday, June 19
President's Day	Monday, February 19
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Veterans Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving	Friday, November 29
Christmas Eve Day	Tuesday, December 24
Christmas Day	Wednesday, December 25
New Year's Eve Day	Tuesday, December 31

**6-4 DELAYS AND EXTENSION OF TIME.**

**6-4.1 General.**

The first paragraph of Subsection 6-4.1 of the Standard Specifications is supplemented by the following:

If delays are caused by unforeseen events beyond control of both the Contractor and the Agency, such delay will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays.

War, government regulations, labor disputes, strikes, floods, adverse weather necessitating cessation of labor, required "extra work", proper installation of required utilities in street right-of-way prior to paving, or other specific reasons as may be further described in the specifications may constitute such delay.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Project Manager documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay is caused by failure of the Agency or the owner of the utility to provide for removal or relocation of existing utility facilities. Notwithstanding any of the provisions in Subsection 402-5 and Subsection 6-4.3 of the Standard Specifications relative to payment to the Contractor for actual loss due to utility delay; the Contractor will be entitled to an extension of time as provided in Subsection 6-4 but will not be entitled to any other compensation for such delay.

#### **6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.**

Subsection 6-5 of the Standard Specifications is supplemented by the following:

Before taking possession of or using any work, the Project Manager shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Agency intends to take possession of or use. However, failure of the Project Manager to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Agency's possession or use shall not be deemed an acceptance of any work under the contract.

#### **6-6 SUSPENSION OF THE WORK.**

If the Contractor shows that there is no reasonable way to proceed with other work items, the counting of working period will stop. There will be no compensation for this type of delay.

#### **6-9 LIQUIDATED DAMAGES.**

Subsection 6-9 of the Standard Specifications is supplemented by the following:

The amount of liquidated damages is hereby revised to \$500 per calendar day.

In addition to the liquidated damages specified above, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

## **SECTION 7 – MEASUREMENT AND PAYMENT**

### **7-3 PAYMENT.**

Subsection 7-3 of the Standard Specifications is supplemented by the following:

#### Drawing of Record

Contractor shall maintain a set of drawings on the job site to show all changes in work, dimensions of underground runs, locations, etc. Drawings shall be updated daily. Upon completion of the work, these drawings of record shall be delivered to the Project Manager. The project shall not be submitted for City Council acceptance prior to approval of Drawings of Record ("As Built Drawings"), and retention cannot be paid until 35 days after a "Notice of Completion" has been recorded by the County Recorder's office except such amounts as are required by law.

#### Taxes

Bidders shall include any and all taxes in their bids.

It shall be the sole responsibility of the bidder to determine the applicability of any and all taxes which may or may not be due under the provisions of these specifications.

### **7-3.2 Partial and Final Payment.**

Subsection 7-3.2 of the Standard Specifications is supplemented by the following:

Regardless of Section 7-3.2 of the General Provisions of the Standard Specifications, 5% will be deducted and retained by the City from each progress payment, and the remainder less the amount of all previous payments, liquidated damages and penalties will be paid to the Contractor.

As between the City and any other party, whether it be the Contractor, his surety, subcontractor or any other party, the City shall have the first priority right to satisfy any and all of its claims, costs, losses, and damages, to the full amount of the retention, which may have been caused by the Contractor in the execution, breach, or omission of his duties hereunder.

Prior to the commencement of the Work, the City shall provide a schedule of deadlines by which the Contractor must submit pay requests. Any pay requests submitted after the deadline has passed will be reviewed for the following payment period and no exceptions to the deadline will be considered. Requests for payment are to only be submitted in the format for payment requests designated by the City.

#### Retention of Funds to Ensure Performance

Pursuant to Public Contract Code Section 22300 and upon Contractor's request, the City will make payment of funds retained from progress payments for performance security if the Contractor deposits in escrow with the City Treasurer or with a state or federal-chartered bank acceptable to the City, funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following terms and conditions:

- A. The Contractor shall bear the expense of the City and the escrow agent, either the City Treasurer or the bank, in connection with the escrow deposit made.
- B. Securities or certificates of deposit shall be of a value of at least 100% of the amounts of retention to be paid to the Contractor pursuant to this Section.
- C. The Contractor shall enter into an escrow agreement satisfactory to the City which agreement shall include provisions governing inter alia:
  - 1. The amount of securities to be deposited.
  - 2. The Contractor shall be the beneficial owner of any securities substituted and shall receive any interest of dividends thereon.
  - 3. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited.
  - 4. Conversion to cash to provide funds to meet defaults by the Contractor.
  - 5. The decrease in value of securities on deposit.
  - 6. The termination of the escrow upon completion of the Contract.
- D. The Contractor shall obtain the written consent of the surety to the escrow agreement.

#### Final Payment of Retention; Presentment of All Claims; Release of Any Claims Not Presented

Contractor shall, at the time he requests the retention amount or return of the retention securities, present in writing all claims which he may have against the City. Any claims which have not been presented in writing to the City at or prior to such time shall be deemed waived, and in regard thereto, the City is thereby released and forever discharged of any responsibility as to such unrepresented claims. For the purposes of this paragraph, an oral presentment shall not be deemed sufficient to constitute a presentment.

### Release of Retained Funds

The funds retained by the City will be paid to the Contractor 35 days after a "Notice of Completion" has been recorded by the County Recorder's office, except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the contract to be further retained.

### Partial Payments

All pay requests shall be for work completed by the 15<sup>th</sup> day of each month and shall be submitted on or by the 20<sup>th</sup> day of that month. Payment shall be in the amount of the total value of work approved by the Engineer, less retention. Said estimate and payment will not be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than \$300. Once pay requests are approved by City staff, they will be forwarded to the Finance Department to be included in the next available payment cycle.

### Delayed Payments

All monies due the Contractor under the Contract will be paid as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of Contract on the part of the Agency.

## **7-5 PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR.**

Subsection 7-5 of the Standard Specifications is supplemented by the following:

### Value Engineering

The State of California Department of Transportation Standard Specifications, latest edition, Subsection 5-1.14, Cost Reduction Incentive, is included in these Specifications by reference herein.

### Proprietary Names and Substitutions

- a. Whenever any equipment, material, or process is indicated or specified by patent of proprietary name, or by name of manufacturer, such reference is used to establish the type, function, and quality required. Such references shall be deemed to be preceded by the words "equal and similar to." The Contractor may offer any equipment, material, or process for which the Contractor submits data supporting that such are substantially equal to that indicated or specified. Final determination of the acceptability of such substitute items shall rest with the Project Manager. The Project Manager may consider the strength, appearance, durability, reliability, dimension, finish, efficiency, maintainability, service history, life cycle cost, and other characteristics of the proposed substitute in making that determination.

- b. A substitute item shall be a standard, catalogued product of a company regularly engaged in the manufacture of such items. No custom or prototype substitutes will be accepted. The Contractor shall certify that a substitute item will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as the specified item. Contractor shall identify all differences between the proposed substitute and the specified, and state whether or not acceptance of the proposed substitute will require a change in the Contract Documents to adapt the design to the proposed substitute. Any redesign or changes in the Work resulting from acceptance of a substitute will be at the sole expense of the Contractor. The Contractor shall furnish such data concerning and perform such testing of the proposed substitute item and determine if it is substantially equal. Additional information requested by the Project Manager shall be furnished by the Contractor within 7 calendar days of such request.
- c. For purposes of approving substitutions prior to bid opening the Contractor shall submit the necessary paperwork 10 calendar days prior to bid opening. The project shall be bid based on the approved Plans and Specifications. If, and only if, a substitution is approved prior to bid opening, it shall thereby be considered part of the approved Plans and Specifications.
- d. For purposes of approving substitutions as value engineering after bid opening, offers of substitute items shall be made within 25 percent of the total Contract Time after the Notice to Proceed. The Contractor shall allow the Project Manager 28 calendar days review time to evaluate substitute items unless otherwise stated in the Specifications. No extension of the Contract Time will be authorized for any circumstance developing from the provisions of this Subsection. Failure to comply with the provisions of this Subsection will be sufficient cause for rejection of a proposed substitute.

## **SECTION 400 – PROTECTION AND RESTORATION**

### **400-1 GENERAL.**

Section 400-1 of the Standard Specifications is supplemented by the following:

#### Clean-up and Restoration

- (a) Clean-up: The Contractor shall properly clean the work as it progresses and prevent his/her operations from producing dust in amounts damaging to property or annoying persons living in the vicinity.
- (b) Restoration: Any landscaping, fences, and walls disturbed during construction shall be replaced in a professional manner and as nearly as possible to their original condition.
- (c) Payment: Payment for clean-up and restoration shall be included with other items of work.

#### Protection of Property

All facilities such as utilities, drainage structures, fences, walls, and other structures encountered shall be protected in place and any damage to such facilities shall be repaired or replaced immediately to the satisfaction of the Project Manager. Fences and other structures may be removed only with the permission of the Project Manager.

The Project Manager has attempted to show all pertinent existing underground utilities or substructures; however, it is the Contractor's responsibility to use due caution and to protect all utilities or substructure discovered, whether shown on the Plans or not.

The Contractor shall be responsible for any and all damage resulting from his construction activities. The damage shall be repaired or replaced to the satisfaction of the Project Manager prior to final approval of this project.

#### Use of Private Property

The Contractor shall not place construction materials, soil, debris or other materials and items such as vehicles and equipment on privately owned property in the vicinity of the project without first having obtained in writing the approval of the owner(s) of those properties. A copy of each such approval form shall be provided to the inspector before the property is used. Any such property shall be restored to the satisfaction of the owner and the City before the project will be accepted. A written sign-off letter from the property owner shall be filed with the City prior to the final project acceptance by the City Council.

### **SECTION 402 – UTILITIES**

Section 402 of the Standard Specifications is supplemented by the following:

#### Location and Protection of Underground Hazardous Utilities

The Contractor is hereby notified that, as called out in the Special Provisions, there are underground utilities within the construction area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster, such as, but not limited to gasoline, electricity, fuel oil, butane, propane, chemicals, natural gas, or chlorine. Abandoned or inoperative utilities designed to carry hazardous substances shall be declared hazardous until determined otherwise.

### **SECTION 600 – ACCESS**

#### **600-1 GENERAL.**

Section 600-1 of the Standard Specifications is supplemented by the following:

### Protection of the Public

The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

The Contractor shall make all provisions necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public.

Whenever, in the opinion of the Project Manager, an emergency exists for which the Contractor has not taken sufficient precautions for the public safety, the Project Manager 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 Project Manager may direct such work to be done and material to be furnished as 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. The minimum cost to the Contractor for the Agency to provide such remedial measures shall be \$500.00 per calendar day. However, whether or not the Agency does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

### Traffic Control and Public Convenience

The Contractor shall comply with Section 600 of the Standard Specifications and provide safe and continuous passage for pedestrian and vehicular traffic at all times. The Contractor shall provide and maintain all and any safety equipment as set forth in the latest version of the California Manual of Uniform Traffic Control Devices or as required by the Project Manager to insure safe and continuous passage of traffic.

## **600-2 VEHICULAR ACCESS.**

Section 600-2 of the Standard Specifications is supplemented by the following:

### Temporary Access to Private Property

The Contractor shall make such necessary arrangements and provide temporary access during the construction period as may be required by the owners. Should any owner or tenant contact the City to register a complaint about inadequate access, the Project Manager will immediately notify the Contractor to contact the offended owner or tenant to remedy the situation to the satisfaction of the owner or tenant. If the Project Manager determines that the Contractor has not satisfactorily remedied the access problem within four (4) hours of notification by the Project Manager, the Contractor shall be subject to a \$250.00 fine. The Contractor shall be subject to an additional \$250.00 fine for every four (4) working hour period following the first four (4) hour period, until the Contractor has remedied the access problem to the satisfaction of the owner or tenant, or until the Project Manager has determined that the Contractor has made a reasonable effort.

PART D  
SPECIAL PROVISIONS

## **SPECIAL PROVISIONS**

### **PROJECT NO. ITB 829-24**

### **LANCASTER COMMUNITY CENTER ROOF REPLACEMENT**

#### **GENERAL**

The Standard Specifications for Public Works Construction, latest edition, including all subsequent addenda and supplements, are incorporated herein by reference and are intended to govern, except as modified herein or are inconsistent with the provisions hereof.

The Contractor shall additionally comply during the course of construction with the provisions of the 2019 California Building Code / based on the International Building Code, 2018 Edition, as published by International Conference Building Officials, along with all other codes, standards and specifications adopted by the City of Lancaster.

2022 California Electrical Code / based on the 2020 NEC  
2022 California Mechanical Code / based on the 2021 UMC  
2022 California Plumbing Code / based on the 2021 UPC

#### **TIME OF COMPLETION**

All work shall be completed in every detail per the Schedule on Page A-1.

#### **DRAWINGS**

Appendices A, B

#### **PROJECT AREA**

The project is located on 44611 Yucca Avenue in the City of Lancaster.

#### **MEDIA EVENTS**

The General Contractor shall be responsible for providing full cooperation in support of media events. The Project Engineer shall notify the Contractor of such events, and the desired level of support from the Contractor, not less than three (3) working days prior to the proposed media event.

#### **SCOPE OF WORK AND DESCRIPTION OF THE PROJECT**

The Scope of the Work includes, but is not limited to:

- Demolition, removal and disposal of existing roof
- Repair woodwork as needed
- Reseal joints and pipe penetrations
- Coat roof with base coat

The Lancaster Community Center roof is approximately 11,000 square feet. The preferred color of the new roof is white; however, the City is open to the Contractor's recommendations and the Project Manager reserves the right to change the color requirement. The existing roof has two known leaks. City staff will be prepared to show the Contractors the location of these leaks during the mandatory pre-bid meeting of April 1, 2024.

It shall be the Contractor's responsibility to make themselves aware of exact roof measurements and existing conditions at the subject property. By submitting his bid, the Contractor is certifying that he has investigated the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

### **SCHEDULE OF VALUES**

The Contractor shall provide a schedule of values for all costs associated with the construction of lump sum bid items, for review, comment and approval. The Contractor shall provide schedule of values within 5 days of receiving request from the City of Lancaster. **If Schedule of Values is not received within the time allotted, the bid may be deemed non-responsive and the project will be awarded to the next lowest bidder.** The schedule of values shall be used to determine progress payments to Contractor during Construction for each lump sum bid item and should be itemized accordingly.

Minimum itemization shall be as noted in list below *and shall be expanded as needed to adequately support payment claim to the satisfaction of the City*; however, neither review nor acceptance of the Schedule of Values by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the Schedule of Values. Each Schedule of Values shall be accompanied by a letter of transmittal.

- Prepare existing foam roofing for new coat application
- Demolish and remove all necessary existing roof components
- Power wash entire roof area
- Apply primer to existing roof membrane surface
- Apply new # 405 Karnak base coat—or approved equal—with polyester reinforcement membrane to existing roof surface, including all roof penetrations, AC ducting seams, equipment curbs, counter flashing, and parapet wall membrane
- Seal all roof drain and overflow scuppers with Karnak elastomeric sealant or approved equal
- Apply finish coat of Karnak #501—or approved equal—top coat over entire roof area including all roof penetrations, AC ducting seams, equipment curbs, counter flashing, and parapet wall membrane
- Clean job site and haul all debris away

### **PROJECT SEQUENCING**

Following the opening of bids, the City will contact the low bidder and notify them of the results. The low bidder shall be required to submit the schedule of values for those items identified in the Specifications

within 3 days of such notification. The apparent low bidder will be notified with a Notice of Intent to Award and Materials Notice to Proceed as early as fourteen calendar days after the bid opening. Upon receipt of the Notice of Intent to Award, the Contractor shall begin acquiring all necessary contract documents, insurance, and bonds for submittal to the City prior to the Preconstruction Conference. The Contractor shall also prepare and submit any submittals for long-lead critical path items (items taking longer than four weeks to obtain).

Once started, the contractor shall continuously work on the project until completion. Other than for inclement weather, work shall not be discontinued unless notification is provided to the City at least 72 hours in advance. Such notification of work suspension shall include the exact date when work will be suspended and the date when work will resume.

### **PRECONSTRUCTION CONFERENCE**

The Section, "PRECONSTRUCTION CONFERENCE", in the General Provisions is supplemented as follows:

Those subcontractors who do not attend the preconstruction conference will not be allowed to work on the project until attending a preconstruction conference for their particular work, unless otherwise waived by the Engineer. No delays in the counting of time on the contract will be allowed due to any failure on the part of the prime contractor or subcontractors to arrange for or attend said meeting. The prime contractor shall notify the Engineer no less than 72 hours in advance of the need for a meeting. The authorized representative of the prime contractor shall attend all subcontractor preconstruction conferences.

### **NOTIFICATION**

The Contractor shall notify the City Engineer and all utility companies or agencies that may have facilities in the work area at least 48 hours prior to construction. The Contractor shall also notify the owner/tenants of each property in the work area at least 72 hours prior to construction. The following list of names and telephone numbers is intended for the convenience of the Contractor.

So. Calif. Edison Co.	(661) 726-5617
So. Calif. Gas Co.: Drew Scheffler	(661) 200-0813
Frontier Communications: Lewis Edrozo	(760) 577-5781
Charter Communications: Robert Reihs	(661) 483-3030
Crown Castle: April Flores	(949) 872-4492
Conterra Broadband: Brad Bowman	(805) 758-4343
Underground Service Alert	(800) 422-4133
L.A. County Waterworks District No. 40, Randy Range	(661) 609-8353
L.A. County Sanitation District	(661) 257-4809
Antelope Valley Transit Authority, Geraldina Romo	(661) 729-2278
Lancaster Sanitary Sewer (Emergency)	(661) 723-5985 6:30am-4pm
Lancaster Sanitary Sewer (Emergency)	(661) 510-4362 after hours

## **CONTRACTOR MARKUP**

### Extra Work

Subsection 7-4 of the Standard Specifications is supplemented by the following:

The Contractor shall not proceed with any extra work until directed in writing by the Engineer to proceed.

### Payment for Extra Work

Subsection 7-4.2 of the Standard Specifications is supplemented by the following:

Payment for extra work will not be made unless such extra work has been ordered in writing by the Engineer.

The basis for payment for extra work (unit price, lump sum or time and materials) will be determined by the Engineer. The Contractor shall prepare prices for the extra work in accordance with the Engineer's instructions and shall submit said prices to the Engineer for approval.

Payment for authorized extra work to be paid on a time and materials basis shall be based on the following:

#### Labor:

- a) Payment for labor shall be at the rate per the certified payroll, plus benefits as required by the current State of California General Prevailing Wage Rate for the worker classification.
- b) The Contractor's allowable markup for labor surcharge shall be: 20% of the sum of the rate per the certified payroll plus the benefits from prevailing wage.
- c) The Contractor's allowable markup for labor, profit, and overhead shall be: 20% of the total of a) and b) above.

#### Equipment:

- a) The rate paid for Contractor owned equipment shall be per Caltrans Labor Surcharge and Equipment Rental Rates (latest edition).
- b) The rate paid for rented equipment shall be the actual rate paid to the rental agency for equipment with a replacement value greater than or equal to \$200.00. For equipment with a replacement value less than \$200.00 no payment shall be made.

- c) The Contractor's allowable markup for equipment shall be 15% of the above rates for profit and overhead.
- d) Daily Extra Work Reports: Section 7-4.4 Daily Reports by Contractor: Standard Specifications shall be supplemented as follows:

The daily report to be submitted by the Contractor to the Engineer shall be submitted on the Daily Extra Work Report provided by the City. The form requires acknowledgment of equipment, materials, and labor by the Inspector. Said acknowledgment does not constitute approval for payment.

Bonds:

A markup of 1% as provided in Section 7-4.2.4 shall be applied to the total of the extra work when it is demonstrated by the Contractor that an additional cost was incurred for bonding.

Work by Subcontractor

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

**NPDES PERMIT COMPLIANCE**

Per Section I.C.35 of the STATE WATER RESOURCES CONTROL BOARD ORDER NO. 2009-0009-DWQ [As amended by order No. 2010-0014-DWQ and 2012-0006-DWQ], "Discharges occurring in basins that are not tributary to or hydrologically connected to waters of the United States" are considered activities not covered under the NPDES General Permit.

However, although a formal Storm Water Pollution Prevention Plan (SWPPP) will not be required for this project, the Contractor shall employ best management practices (BMPs) for soil stabilization, sediment control, wind erosion control, tracking control, non-storm water management and waste management per the latest Caltrans' *Storm Water Quality Handbooks, Construction Site Best Management Practices (BMPs) Manual*.

Payment

All costs associated with implementation of NPDES Permit Compliance shall be included with other items of work. No separate payment shall be made.

## **PEDESTRIAN AND WORKER SAFETY**

The Contractor shall comply with Chapter 6D of the MUTCD, latest version, and Public Convenience and Safety requirements set forth in the General Provisions of these Specifications.

Chapter 6D of the MUTCD is supplemented by the following:

### **Pedestrian Considerations**

Advance notification of sidewalk closures shall be provided and maintained by the Contractor.

### **Payment**

All costs associated with providing and maintaining pedestrian and worker safety shall be included with other items of work. No separate payment shall be made.

## **DECLARATION OF STATE OF EMERGENCY**

If during the course of the contract for this project, the Director of Emergency Services declares a local State of Emergency in accordance with Title 2, Chapter 2.36 Disaster Council § 236.070 paragraphs B and C of the Municipal Code, the Contractor shall, as directed by the Engineer, supply on a time and materials basis, in accordance with the specifications, labor, materials, tools, and equipment to help in the effort to protect life and property. Such labor, materials, tools, and equipment may be other than proposed to be used on this project and shall be provided by the Contractor. Use of such labor, material, tools, and equipment shall be tracked on a City "Daily Extra Work Report", and shall be submitted by the Contractor to the Engineer.

## **INSURANCE AND BONDS**

Contractor Insurance and Bonds shall conform to Part A and B of these Specifications. Contractor shall provide proof of insurance payment upon bid submittal. Payment for Insurance and Bonds shall be at the contract lump sum price as shown in the Bid Schedule. Such payment shall be considered full compensation for furnishing all labor, materials and incidentals for preparing and executing the required Insurance and Bonds as required in these Specifications. Payment will not be considered in the other items of work.

## **MOBILIZATION/DEMobilIZATION**

Payment for mobilization/demobilization shall be at the lump sum price as shown in the Bid Schedule. This includes all costs associated with performing the work as required by the Standard Specifications, the General and Special Provisions, and the Plans, not included in other items of work (50% for startup, and 50% at the completion of the job.) Costs associated with "additional mobilization or demobilization"

shall be submitted to the Engineer and approved in writing or, at the request of the Engineer, paid on a Time and Materials basis.

## **TRAFFIC CONTROL AND TRAFFIC CONTROL PLAN**

The Contractor shall comply with the Traffic Control requirements set forth in the General Provisions of these Specifications. It is intended for the Contractor to implement temporary traffic control and flagging operations in accordance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). At any point during construction, if the Temporary Traffic Control does not meet MUTCD guidelines, a Temporary Traffic Control Plan may be required to be submitted by the Contractor at no additional cost to the City.

Contractor shall make special accommodations for residents/occupants with disabilities, as required, during construction.

### **Payment**

The cost associated with implementation of the traffic control during the whole construction period shall be included with other items of work. No separate payment shall be made.

## **DRY UTILITIES**

### **Adjacent Utilities**

Main line utilities and appurtenant facilities within the work zone, and adjacent to the work zone, not included in the scope of work, shall be avoided. . It is the responsibility of the Contractor to locate, identify, and be aware of utilities within and adjacent to the work zone.

If, out of an abundance of caution, the Contractor elects to “Protect in Place,” in order to avoid adjacent utility, the Contractor shall furnish and place necessary protection at its expense. No payment shall be made.

### **Payment**

Payment for utilities as specified on these contract documents shall be included in other items of work. The bid items shall include all labor, materials, tools, equipment, incidentals, and appurtenances necessary to construct the improvements per these Specifications and the utility company requirements.

## **ROOF REMOVAL, PREPARATION, AND REPLACEMENT**

The Contractor shall provide all labor, materials, equipment, and incidentals necessary for the removal, preparation, and re-installation of roof, as per these Contract Documents. Contractor shall furnish and install a Class A 3-Ply Self-Adhered applied Dibiten, or approved equal, Modified Bitumen Capsheet Roofing System. System shall have a Manufacturer’s 20 Year Commercial Specification.

Scope of work shall include but not be limited to removal & disposal of all existing roofing materials from parapet walls, down to plywood deck. Removal of coping tiles & metal coping from top of parapet wall. These shall be preserved for reinstallation after roofing membranes are installed. Existing HVAC ductwork must be removed from the HVAC units and replaced with new metal ducts and deck flashing. Contractor shall remove & replace all deteriorated plywood decking, as needed. All metal pipe flashings & roof deck ventilation "dormer vents" shall be removed and disposed. A Certainteed commercial self adhered base sheet shall be provided and installed over entire plywood deck & parapet walls. The entire plywood deck & parapet walls cleaned and prepared prior base sheet. A new #16 lead flashing shall be installed at all plumbing pipes, lead flashings to be primed with asphalt primer, set in a layer of modified roof cement, and fastened to the wood deck with barbed fasteners. The lead flashing shall be sealed with steel clamp and butyl caulking to eliminate maintenance of the flashings. All deck drains & metal flashings shall be sandwiched with an additional layer of modified bitumen smooth membrane.

Contractor shall provide & install 2nd layer of the 3-ply system, a self-adhered smooth modified bitumen membrane called a Mid-Ply over entire roof deck and parapet walls. 12" x 12" Gravity vents for Flat Roof Ventilation shall be provide & installed . An additional layer of membrane shall be applied over the vents.

A 3rd layer of Membrane system, Certainteed GTA-FR Granulated CoolCap, shall be applied over entire roof deck & parapet walls.

At all electrical penetrations, Contractor shall install chem-curb pitch pockets filled with polyurethane flexible sealer as needed.

All HVAC curbs, roof top exhaust ventilators and parapet walls will receive an additional 8" base flashing in addition to the regular 3-ply system as per manufacturer's requirements.

Contractor shall re-install metal coping metal over parapet wall cap. Metal coping must be sealed with butyl caulking and secured with self-tapping screws with rubber washers. Tile concrete coping tiles with must be re-install & secured with mortar.

The 3-Ply Certainteed Self Adhered Modified Bitumen roofing system must be a 20 Year Warranty/Specification for Commercial Roofing.

Contractor must keep the jobsite Clean and Remove all debris from the jobsite daily. Appropriate safety methods shall be used to keep pedestrian & foot traffic safe and away from work area. Contractor shall provide its own Sanitary Bathroom Facilities and waste disposal units.

#### Itemized Base Bid

All items listed above may be requested to be itemized from base bid prior to contract being awarded.

#### Payment

Payment for ROOF REMOVAL, PREPARATION, AND REPLACEMENT as specified on these contract documents shall be as shown on the bid schedule. Items not listed on Bid Schedule from ROOF REMOVAL, PREPARATION, AND REPLACEMENT from these special provisions shall be incidental to all other bid items. The bid items shall include all labor, materials, tools, equipment, incidentals, and appurtenances necessary to complete the installation of Roof System per these Specifications.

## **ASBESTOS ABATEMENT (SPECIALTY ITEMS)**

### Asbestos Materials

The Contractor shall properly remove all identified Asbestos Containing Building Materials (ACBMs) as necessary to facilitate the demolition of the structures. The Asbestos Abatement shall comply with all current applicable federal, state and local regulations governing asbestos abatement activities.

The Contractor will be responsible for posting warning signs in accordance with applicable regulations at the project site. It is the responsibility of the Contractor to provide air monitoring for all abatement workers in accordance with OSHA 1926.58.

Removal of all ACBMs should be performed under full containment. However, if the ACBMs are removed in a manner in which the ACBMs are sufficiently moistened before and during removal to prevent the release of airborne fibers, only critical barriers will be required. Steps should be taken to minimize fiber release, including keeping the ACBMs moist and generally using removal methods that minimize generation of dust and debris.

If critical barriers are utilized and if measurable airborne fiber levels during abatement activities exceed 0.1 f/cc, the entire work area must be thoroughly wiped down, cleaned, and decontaminated. Aggressive air sampling will then be employed to assess the level of contamination. The Contractor will be responsible for all cleanup and monitoring costs associated with decontaminating an area. The Contractor will also be responsible for all cleanup and monitoring costs associated with decontaminating an area contaminated by a negligent act of the Contractor.

It is the Owner's intent to have all wastes disposed of as non-hazardous, non-friable wastes. Therefore, all wastes generated must be moistened with an acceptable, penetrating encapsulant prior to containing the wastes into sealable plastic bags (6-mil minimum) marked with the OSHA label prescribed by the OSHA regulations referenced in these specifications. The outside of all containers must be cleaned before leaving the work area. All plastic sheeting, tape, cleaning material, clothing, and all other disposable materials or items used in the work area must also be packed into sealable plastic bags (6-mil minimum). These shall also be marked with the OSHA label referenced above.

Bagged waste must be transferred to the truck or container for transporting the materials offsite in a manner which minimizes tearing or puncturing of bags. All containers of asbestos-containing wastes must be individually labeled according to Department of Transportation Regulations, 49 CFR Part 172, including generator information, e.g. name, location, disposal site. All wastes must be removed from the site on or before the last day of abatement activities by a licensed hazardous waste hauler utilizing an appropriate manifest. The Contractor shall transport the bagged waste to LaPaz County Landfill disposal facility in Parker, Arizona in a covered truck or container lined with six-mil plastic sheeting. The plastic must be torn down at the disposal site and disposed of as an asbestos containing material. Wastes collected from the project site must be disposed of at the LaPaz County Landfill disposal facility within two weeks after completing the project.

A visual inspection by the Agency will be made prior to scheduling clearance air monitoring. The agency will have clearance air samples collected by another independent firm. Air samples will be collected by

the independent firm within 24 hours after completion of all post-abatement cleaning work. The Contractor shall provide the independent consultant 48 hours' notice prior to requiring air sampling. Air sampling shall also be scheduled in four (4) trips by the independent firm. If additional trips are required, the Contractor shall pay the cost. As a condition of final acceptance of the work by the Contractor, test results from all lab analyses must indicate airborne fiber levels below 0.01 f/cc. At that time, the Contractor will be allowed to shut down the negative air machines and begin final cleanup.

The Contractor shall conduct background air sampling in all work areas to determine airborne fiber levels prior to commencement of work and submit documentation of such air sampling to the City inspector prior to starting work.

The Contractor shall submit copies of worker submittals for all personnel designated to enter a containment work area to the City inspector prior to starting work.

The Contractor shall provide air monitoring within containments and in adjacent outside areas as required by the City and all applicable laws. Documentation of such monitoring shall be provided as requested by the City inspector.

The Contractor shall also maintain a daily log noting progress of activities, deficiencies noted and remedial action taken, and referencing documentation of all air sampling tests and air monitoring performed by the Contractor. This log shall be available for review at any time upon request by the City inspector.

Prior to commencing abatement activities, the Contractor must schedule site access with the Agency. A letter of completion from the Contractor must be received by the Agency within five days after final clean-up activities. The letter of completion must state that the identified ACBMs have been removed and disposed of appropriately.

Please note, electricity and water will not be available at the site. Therefore, the Contractor is responsible for providing or arranging sufficient water and electricity, at no cost to the City, in addition to proper conveyance devices, to perform the asbestos removal activities. The Contractor must take all the necessary precautions to minimize the potential for fiber release during removal activities and must also take the necessary precautions to guard against fire (for example: provisions mandated by Los Angeles City Fire Department Rule No. 68).

#### QUALIFICATIONS AND CERTIFICATION

The Contractor must have past experience in asbestos removal, and hold a current license under 40 CFR Part 763 as specified by the Federal Environmental Protection Agency (EPA), for the purpose of removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by, or composed of ACBMs. In addition, the Contractor must hold the following current licenses and certificates.

- C-21 Contractor license in accordance with Chapter 9, Division 3 of the Business and Professions Code and the rules and regulations of the Contractor State Licensing Board of California.

- Asbestos Certification in accordance with Section 7058.5 of the Business and Profession Code and the rules and regulations of the Contractor State Licensing Board of California.
- Certificate of Registration for Asbestos-related Work in accordance with the California Code of Regulations, Title 8, Article 2.5, for asbestos-related work.
- Registration as a Hazardous Waste Hauler in accordance with Chapter 6.5, Division 20, of the Health and Safety Code and Chapter 30, Division 4, Title 22 of the California Code of Regulations. In lieu of, the Contractor must utilize a licensed hazardous waste hauler to remove the asbestos-containing debris from the site. In addition, the transporter must have a current certificate of insurance on file with the Department of Health Services, Toxic Substances Control Division for automobile injury and liability coverage.

The Contractor will be asked to submit copies of all appropriate licenses and certificates noted above prior to beginning work (at the project pre-construction conference) and at the end of the project.

The Contractor must submit copies of applicable Antelope Valley Air Pollution Control District (AVAPCD) certifications for all air pollution control devices to the Agency prior to commencing work. In addition, the Contractor must provide a certificate of patent to utilize negative air machines for the control of airborne asbestos fibers or a certificate stating that the Contractor will indemnify and hold harmless the Agency from any suit arising from the use of such machines (if applicable).

The Contractor must, at all times during the project, provide an on-site EPA-accredited Contractor/Supervisor.

#### Asbestos and Lead Abatement Regulations

The Contractor shall comply with the latest requirements of the regulations governing asbestos removal and disposal. These regulations include, but are not limited to:

- Applicable U.S. Environmental Protection Agency Regulations for Asbestos (Code of Federal Regulations Title 40, Part 763)
- Applicable U.S. National Emissions Standards for Hazardous Air Pollutants (Code of Federal Regulations Title 40, Part 763)
- Applicable U.S. Department of Labor, Occupational Safety and Health Administration, Asbestos Regulations (Code of Federal Regulations Title 29, Part 1910.1001, Part 1910.134, and Part 1926.58)
- Department of Transportation Regulations 49 CFR Part 172, 173, 178, & 179
- Applicable California Code of Regulations Title 8 and Title 22
- Antelope Valley Air Pollution Control District Rule
- Any other applicable federal, state, county, or local rules or regulations

The Contractor must provide appropriate safety equipment to prevent slips, trips, and falls by abatement workers. Safety equipment may include lights, caution tape, signs, etc. One copy of the Contractor's Injury and Illness Prevention Program as mandated by the California Labor Code, Section 10.6401.7, must

be provided at the site. The Contractor must follow all applicable regulations by federal and state OSHAs to provide a safe work place for abatement workers.

### Asbestos and Lead Abatement Notification and Permit

Contractor shall be responsible for notifying all appropriate regulatory agencies in writing at least 10 days prior to commencement of work at the site and securing all necessary permits to complete the asbestos abatement as described herein. The 10 day notification period shall not count against the performance period unless other contract work is ongoing. The cost of securing all necessary permits shall be included in the bid submittal. The notifications must contain all the information required by the various regulatory agencies, including the following:

- Name and address of Contractor.
- Scheduled starting and completion dates for ACBM removal.
- Procedures that will be employed to comply with the regulations.
- The name and address of the waste disposal site where the asbestos waste will be deposited.
- Drawings of the project site, decontamination stations, routes of escape, fire extinguishers, etc.

Appropriate Agencies include, but are not limited to, the following:

- Environmental Protection Agency
- California Department of Industrial Relations (Cal/OSHA)
- South Coast Air Quality Management District

The Contractor shall file completed application with AVAPCD, and wait the required filing period before starting Asbestos removal and supply the Agency with a copy.

In the performance of the work, should the Contractor find asbestos materials not indicated by the report or concealed in the structures or below the ground, the Engineer shall be notified and the work stopped. The contract amount shall be equitably adjusted by Change Order to increase the contract amount and grant an extension of the contract time, if necessary. The contractor shall give the Engineer written notice of the adjusted contract amount. The Contractor must make provisions for providing power and water as needed in the removal of asbestos material at no cost to the City.

### Payment

Payment for asbestos abatement shall be at the lump sum price as shown on the Bid Schedule. Such payment shall include asbestos abatement by qualified and certified persons according to asbestos abatement regulations and proper notifications and permits. Such payment shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the asbestos abatement work.

## **DEMOLITION AND REMOVAL OF ALL NECESSARY EXISTING ROOF COMPONENTS**

### Demolition Details

The Contractor at all times shall be responsible for controlling the risk of fall of persons and materials due to its operations. Careful consideration should be given by the Contractor to suitable protection of works that are demolishing roofs using mechanical means to remove roofing from work platforms below the roof. For example, roof trusses should be removed by using safe temporary work platforms to ensure that the removal of these trusses does not cause wall instability. It is the Contractor's responsibility to devise and implement safe methods of raising and lowering staff, equipment, debris, and other materials without compromising the safety of persons and the integrity of the structure. The Contractor shall ensure that the access arrangements to and from the roof include scaffolding, temporary work platforms, ladders, or personnel hoists.

The Contractor is responsible for keeping the construction and adjacent work areas cleaned up and organized after each workday to reduce hazards and safety concerns. Prior to starting demolition operations, all structural or other hazardous deficiencies noted during the pre-construction meeting, and as noted by the Project Manager, shall be corrected by the Contractor at his/her expense. During demolition, the Contractor shall perform continuing inspections as the work progresses to detect hazards resulting from weakened or deteriorated structures or loosened material.

All debris produced as result of Contractor's operations shall be removed offsite by the Contractor at his/her expense. The Contractor shall remove and dispose of all structures, equipment, and debris. The contractor shall provide a debris waste manifest for all items removed from the worksite. Demolition shall be done in accordance with all State, Federal, and local codes, laws, and ordinances. Demolition shall be coordinated to greatly reduce possible impacts on staff, visitors, and the general public. Loud or noisy demolition shall be coordinated with the Project Manager prior to start. Removal of debris shall be (unless otherwise specifically designated herein) the removal of all waste materials caused by the Contractor's operations, which includes: building construction refuse, roof debris, roof gravel, miscellaneous construction debris.

Demolition of the structures and abandonment of utility and sewer services shall conform to regulations set forth in the Building Code. The Contractor shall pay particular attention to the provisions of Chapter 44 of the Building Code, which establishes requirements for the protection of pedestrians during demolition. These provisions will also be applicable to the protection of vehicular traffic in the adjacent parking lots and adjacent streets of the site.

Dumping of debris removed shall be at a licensed and approved dumpsite. The Contractor shall supply dump receipts to the agency once removal of debris commences. Failure to comply with providing the

Agency with dump receipts shall result in a penalty of \$1000 per calendar day from the first day debris is removed from the site.

### Demolition Permit Process

The Contractor shall be responsible for obtaining all demolition permits with the City of Lancaster (no fee permits). All old or existing address permit packages for the properties shall be cleared by the Contractor with the project inspector and building and safety technician before start of any demolition.

### Payment

Payment for obtaining permits and clearing old and existing permit packages shall be included in the lump sum bid price for the demolition work.

### Burning or Burial of Debris

Burning and/or burial of debris on the site will not be permitted unless explicitly called out herein.

### Use of Explosives

The use of explosives will not be permitted.

### Salvage

Once the Contractor is issued the Notice to Proceed for the site, the Contractor shall have all rights of salvage for items to be demolished and removed as part of this contract for the property for which the Notice to Proceed has been issued, with the exception of the following items that shall be carefully removed and delivered to the City Maintenance Facility at 615 West Avenue H.

### Payment

Payment for Demolition Work shall be at the applicable lump sum bid price as shown in the Bid Schedule. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the complete work. Compensation for removal of items not identified in the Bid Schedule shall be included with other items of work. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the complete work.

PART E  
CONTRACT DOCUMENTS

## AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into at Lancaster, California, by and between the City of Lancaster, a municipal corporation and charter city (the “Contracting Agency”), and «**Contractor**» (the “Contractor”).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

### ARTICLE I

The “Contract Documents” consist of the following: (i) this Agreement and the Notice to Contractors; (ii) the Bid Instructions; (iii) the Bid Security Forms for Check or Bond; (iv) the Accepted Bid; (v) the Performance Bond; (vi) the Payment Bond; (vii) the Non-Collusion Declaration; (viii) the Specifications; (ix) the Construction Drawings; (x) any and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of the foregoing documents; and (xi) any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein.

### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the Contracting Agency as set forth in the Contract Documents, the Contractor agrees with the Contracting Agency to do the work and furnish the materials in accordance with the Contract Documents, which work is generally referred to as **Project No. ITB 829-24 – « Lancaster Community Center Roof Replacement»**, and to furnish at its own cost and expense all tools, equipment, services, labor and materials necessary therefor, to pay all applicable taxes, and to do everything required herein and by the Contract Documents. Substitution of securities for any monies withheld by the Contracting Agency to ensure performance under this Agreement will be permitted in accordance with Section 22300 of the Public Contract Code.

### ARTICLE III

For, and only in the event of, the furnishing of all of the services and materials, the obtaining of all permits and licenses of a temporary nature; the furnishing and removing of all debris and temporary work structures and temporary work installations, tools and equipment, and the doing of all of the work contemplated and embraced in the Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with the work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of the work, except such as in the Contract Documents are expressly stipulated to be borne by the Contracting Agency and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer of the Contracting Agency under them, the Contracting Agency will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Bid.

#### ARTICLE IV

The Contracting Agency hereby promises and agrees with the said Contractor to employ, and does hereby employ the Contractor, to provide the materials and to do the work according to the terms and conditions contained and referred to in the Contract Documents for the bid prices filled in on the Bid Schedule, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents, and that the obligations and benefits set forth in the Contract Documents and that the obligations and benefits of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

#### ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given in writing to the Contractor by the Contracting Agency which Notice to Proceed may be given by the Engineer of the Contracting Agency as early as within five (5) days from the date of signing this Agreement by the Contracting Agency and the Contractor shall commence work within five (5) working days after the Notice to Proceed is given.

#### ARTICLE VI

All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by the Contractor in the performance of this agreement shall be deemed officers, agents and employees and subcontractors of the Contractor and the Contracting Agency shall not be liable or responsible to them for anything whatsoever other than the liability to the Contractor set forth in this Agreement. The Contractor agrees to defend, indemnify, hold harmless, and reimburse the Contracting Agency, its elected officials, officers, employees and volunteers and/or any other injured party for any damage of any nature whether bodily, property, or otherwise caused by itself, its employees, agents, or subcontractors in respect to the operation of this Agreement or the use of any equipment or machinery therefor. The Contractor agrees to defend, indemnify, hold harmless, and reimburse the Contracting Agency, its elected officials, officers, employees and volunteers, for damages occasioned thereto by the negligence of the Contractor, its employees, agents, subcontractors or employees thereof in respect to the operation of this Agreement or the use of any vehicle, equipment or machinery in performing this Agreement, and the Contractor further agrees to hold harmless and defend in all proceedings and courts of law the Contracting Agency, as well as its elected officials, officers, employees and volunteers, in respect to claim or legal proceeding or judgment made, filed or presented against the foregoing by reason of said negligence.

#### ARTICLE VII

The Contractor shall deposit with the Contracting Agency an insurance policy or a Certificate of Insurance which shall evidence the fact that the Contractor has in full force and effect comprehensive bodily injury and other required insurance in amounts indicated in the Contract Documents and that all persons and/or entities have been named as additional insureds as and to the extent required by the Contract Documents. Such policy shall contain a provision that the same cannot be canceled without at least 30 days written notice to the Contracting Agency.

#### ARTICLE VIII

This Agreement shall enforce the compliance for payment by the Contracting Agency for any authorized extra work to be paid on a Time and Materials basis shall be based upon the most current State of California General Prevailing Wage Rate. Equipment costs shall be paid based upon the State of California Department of Transportation, Division of Construction Labor Surcharge and Equipment Rental Rates (latest edition).

ARTICLE IX

It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; Contractor is an independent contractor.

IN WITNESS WHEREOF: The Parties hereto have caused this Agreement to be executed the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

BY: \_\_\_\_\_  
JASON CAUDLE  
City Manager

\_\_\_\_\_  
CONTRACTOR

Attest: \_\_\_\_\_  
ANDREA ALEXANDER  
City Clerk

By: \_\_\_\_\_  
TITLE

Approved by Dept. Head:

BY: \_\_\_\_\_  
SONYA PATTERSON  
Director – PARCS Department

and \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ALLISON E. BURNS, ESQ.  
City Attorney

LICENSE NO./CLASS/EXP. DATE

CITY OF LANCASTER COMMENCEMENT, COMPLETION AND TERM

PROJECT NUMBER AND TITLE: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR LICENSE NUMBER: \_\_\_\_\_

BASE BID AMOUNT: \_\_\_\_\_

ALTERNATE BID AMOUNT: \_\_\_\_\_

AWARD AMOUNT: \_\_\_\_\_

CONTRACT TIME: \_\_\_\_\_

Time for Commencement and Completion

CONTRACTOR shall commence performance of the work no later than five (5) working days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within calendar days from commencement.

Term

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR.

\_\_\_\_\_  
Name, Title  
Contractor

\_\_\_\_\_  
Date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, the City of Lancaster, County of Los Angeles, State of California, on «**CouncilMtgDate**», has awarded to «**Contractor**», hereinafter designated as the "Principal," a contract to provide « **Lancaster Community Center Roof Replacement**», per Project No. ITB 829-24, together with appurtenances thereto; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW THEREFORE, we, «**Contractor**» as Principal, and «**Surety**» as Surety, are held and firmly bound unto the City of Lancaster, California, hereinafter called the Contracting Agency in the penal sum of one hundred percent (100%) of the amount of «**Dollars**» (\$«**Numeric**») lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, if the hereby bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Document or of the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, one (1) original of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by the Principal and Surety herein named on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

«**Contractor**» \_\_\_\_\_  
Principal

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

«**Surety**» \_\_\_\_\_  
Surety

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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the City of Lancaster, County of Los Angeles, State of California, on «**CouncilMtgDate**» has awarded to «**Contractor**», hereinafter designated as the "Principal," a contract for the construction of « **Lancaster Community Center Roof Replacement**», per Project No. ITB 829-24, together with appurtenances thereto, and

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we, «**Contractor**» as Principal, and «**Surety**» as Surety, are held and firmly bound unto the City of Lancaster, California, hereinafter called the "Contracting Agency" in the penal sum of hundred percent (100%) of bid «**Dollars**» (**\$«Numeric**») lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said principal, his or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon, for or about the performance of the work contracted to be done, or for amounts due under applicable State law for any work or labor thereon of any kind, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, equipment, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any persons, company or corporation renting or hiring teams, implements, machinery or power, for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and material therefor, shall have complied with the provisions of applicable State law, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxes as in the above mentioned Statute provided. The bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under applicable State law, so as to give a right of action to them or their assigns in any suit brought upon this bond.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, one (1) original of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by the Principal and Surety herein named on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

«Contractor» \_\_\_\_\_  
Principal

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

«Surety» \_\_\_\_\_  
Surety

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

PART F  
BID DOCUMENTS

PROPOSAL

TO THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF LANCASTER, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

PROJECT NO. ITB 829-24  
LANCASTER COMMUNITY CENTER ROOF REPLACEMENT

together with appurtenances thereto, all as set forth on the Site Plans and Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Site Plans, Specifications, and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the unit prices named in the Bid Schedule forming a part thereof. \*A certified check, a cashier's check, properly made payable to the City of Lancaster, a bid bond in favor of the City of Lancaster for

\_\_\_\_\_ Dollars ( \_\_\_\_\_ )

which amount is not less than 10% of the total amount of his proposal which is attached hereto and is given as guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Lancaster. The face amount of a bid bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract documents which will form a part of the Contract; namely, Notice to Contractors, the Bid Security Forms for Check or Bond, Non-Collusion Declaration, Specifications and Site Plans, and all revisions of addenda setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all bid prices inserted in this bid and he further understands that the Contracting Agency will in no way be responsible for any errors or omissions in the preparation of this bid.
4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within 14 days after notice to the Contractor of award of the contract by the Contracting Agency.

\*Strike inapplicable phrase.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the Contracting Agency after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefor within the time provided, the bidder will be liable for forfeiture of 10% of the total bid amount to the Contracting Agency, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.
7. The undersigned agrees that the quantities given in the Bid Schedule for which unit prices are bid and in other contract documents are approximate only, being given as a basis for the comparison of bids, and the Contracting Agency 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 each or to omit portions of such work, as may be deemed necessary or expedient by the Contracting Agency.
8. The undersigned understands that although the bid will be submitted electronically via the City of Lancaster's PlanetBids Vendor Portal, the Bid Security, along with the appropriate form (F-5, F-6), depending on the type of Bid Security used for the bid, must be delivered in a sealed envelope to the City Clerk prior to bid closing time and date for this project, according to the City Clerks official bid clock.

NOTE: All amounts and totals given in the Bid Schedule will be subject to verification by the Project Manager. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid.

Addenda No(s). Received \_\_\_\_\_

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
License Number/Class/Exp. Date

DIR No. \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**END OF PAGE**

PROJECT NO. ITB 829-24  
LANCASTER COMMUNITY CENTER ROOF REPLACEMENT

LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name, location and place of business, license number, and phone number of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of 1/2 of 1% of the \*Contractor's total bid, or \$10,000, whichever is greater and the portion and percentage of the work which will be done by each subcontractor.

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE:     /     /	PHONE (     )

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE:     /     /	PHONE (     )

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE:     /     /	PHONE (     )

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE:     /     /	PHONE (     )

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK

LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE:     /     /	PHONE (     )
------------------------------------	------------------------------	---------------

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE:     /     /	PHONE (     )

\*CONTRACTOR MUST PERFORM 50% OR MORE OF THE WORK

**END OF PAGE**

NON-COLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

TO BE SUBMITTED BY EACH BIDDER ON A PRINCIPAL CONTRACT

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

The undersigned declares:

I am the \_\_\_\_\_  
of \_\_\_\_\_ the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ (date), at \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signed: \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
Title \_\_\_\_\_

BID SECURITY FORM FOR CHECK

NOTE: The following form shall be used when a check accompanies bid.

Accompanying this proposal is a \*certified/cashier's check payable to the order of the City of Lancaster for:

\_\_\_\_\_ Dollars (\_\_\_\_\_)

this amount being not less than 10% of the total amount of the bid. The proceeds of this check shall become the property of said Agency provided this proposal shall be accepted by said Agency through action of its legally constituted contracting authorities, and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

Bidder \_\_\_\_\_

\*Strike the inapplicable word.

**END OF PAGE**

BID BOND

KNOW ALL MEN BY THESE PRESENTS;

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, are held and firmly bound unto the City of Lancaster, California in the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ ),

to be paid to the City of Lancaster, its successors and assigns, for which payment, well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bounded \_\_\_\_\_

\_\_\_\_\_ for the construction of \_\_\_\_\_

\_\_\_\_\_ in strict accordance with the Specifications and Drawings on file at the office of the City Clerk of Lancaster is accepted by the City of Lancaster through action of its legally constituted contracting authorities, and if the above bounded his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance Bond and Payment Bond within 14 days after the date of notification by and from the said City of Lancaster that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Lancaster may be used in lieu of the foregoing approved sample bond form, provided the security stipulations

protecting the City of Lancaster are not in any way reduced by use of the surety company's printed standard form.

**END OF PAGE**

BIDDER'S QUESTIONNAIRE

1. Submitted by: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Principal Office Address: \_\_\_\_\_

2. Type of Firm:  
Corporate \_\_\_\_\_ Other \_\_\_\_\_  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

3a. If a corporation, answer these questions:  
Date of incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_ President's name: \_\_\_\_\_  
Vice-President's name: \_\_\_\_\_ Secretary or Clerk's name: \_\_\_\_\_  
Treasurer's name: \_\_\_\_\_

3b. If a partnership, answer these questions:  
Date of organization: \_\_\_\_\_ State Organized in: \_\_\_\_\_  
Name of all partners holding more than a 10% interest:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designate which are General or Managing Partners.

4. Name of person holding contractor's license: \_\_\_\_\_

License number: \_\_\_\_\_ Class \_\_\_\_\_ Expiration Date \_\_\_\_\_

5. Contractor's Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
Alternate: \_\_\_\_\_ Title: \_\_\_\_\_

6. List the major construction projects your organization has in progress as of this date:

Owner: (A) \_\_\_\_\_ (B) \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

BIDDER'S QUESTIONNAIRE

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

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

Owner: (C) \_\_\_\_\_ (D) \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

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

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

7. List at least three construction projects similar in nature to the project defined in these specifications, which your organization has completed within the last 5 years:

Owner: (A) \_\_\_\_\_ (B) \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

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

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

Owner: (C) \_\_\_\_\_ (D) \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

BIDDER'S QUESTIONNAIRE

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

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

Owner: (E) \_\_\_\_\_ (F) \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

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

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

Owner: (G) \_\_\_\_\_ (H) \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

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

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

8. Have you or your firm or any principal in your firm been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding within the last 10 years?

If so, when and where? \_\_\_\_\_

9. Have you, your firm, or any principal in your firm been sued by any "owner" or Bonding Company insuring said "owner" for default on a contract within the last 10 years?

If so, what was the disposition of the lawsuit? \_\_\_\_\_

BIDDER'S QUESTIONNAIRE

---

---

If the lawsuit is still pending, what is the case number? \_\_\_\_\_  
and Court of Jurisdiction: \_\_\_\_\_

10. Have you, your firm, or any principal in your firm been sued by any subcontractor or material supplier for default on a contract within the last 10 years?

---

---

If the lawsuit is still pending, what is the case number? \_\_\_\_\_

11. Has any Bonding Company refused to bond you, your firm, or any principal in your firm for a contract within the last 10 years? \_ If so, what were the circumstances?

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12. Has a Bonding Company been required to pay on a Bond issued to you, your firm, or any principal in your firm for a contract within the last 10 years?

If so, what were the circumstances? \_\_\_\_\_

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---

13. Have you, your firm, or any principal in your firm had to submit to binding arbitration to resolve a dispute arising from a contract within the last 10 years? If so, what were the circumstances?

---

---

14. Within the last 10 years have you, your firm, or any principal in your firm been penalized with liquidated damages for failure to complete the terms of a contract within the specified time?

BIDDER'S QUESTIONNAIRE

If so, what were the circumstances?

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---

15. Have you, your firm, or any principal in your firm been penalized for failure to pay prevailing wages to any persons performing work under a contract, including subcontractors that worked on your project within the last 10 years? \_\_\_\_\_

If so, what were the circumstances? \_\_\_\_\_

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---

16. Provide information regarding your insurance agent(s) who will be providing insurance certificates for this project.

Name of Agent: (A) \_\_\_\_\_ (B) \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

---

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

Type of Insurance: \_\_\_\_\_

17. Provide information regarding the bonding company that will be providing bonds for this project.

Name of Agent: (A) \_\_\_\_\_ (B) \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

---

BIDDER'S QUESTIONNAIRE

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

18. Provide your banking references:

Name of Bank: (A) \_\_\_\_\_ (B) \_\_\_\_\_

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

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

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

19. Internal Revenue Service Employer Identification Number: \_\_\_\_\_

20. These specifications state that the lowest responsible bidder will be notified and may be required to submit a notarized financial statement. If you are preliminarily determined to be the lowest responsible bidder, will you be able to submit said financial statement within the specified time?

Yes  No

If not, why? \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

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

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

**END OF PAGE**

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5 Calendar Years Prior to Current Year

	2014	2015	2016	2019	2020	TOTAL	CURRENT YEAR
1. No. of contracts							
2. Total dollar amount of contracts (in thousands of \$)							
*3. No. of fatalities							
*4. No. of lost workday cases							
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
*6. No. of lost workdays							

\*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

\_\_\_\_\_  
Name of Bidder (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
State Contractor's Lic. No. & Classification

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

**THE CITY OF LANCASTER**

**S.B. 198 ILLNESS AND INJURY PREVENTION PROGRAM**

**CERTIFICATION FOR CONTRACTORS**

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

PROJECT NUMBER AND TITLE: \_\_\_\_\_

CONTRACTOR LICENSE NUMBER: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

On this date, I, being an authorized agent for the listed Contractor, certify that the listed Contractor has complied with the requirements of S.B. 198 and the standards of Title 8 California Code of Regulations (CCR) General Industry Safety Orders § 3203.

Signed: \_\_\_\_\_

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

Witness: \_\_\_\_\_

CERTIFIED EVIDENCE OF INSURANCE

TO BE SUBMITTED BY EACH BIDDER ON A PRINCIPAL CONTRACT

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name of Individual Certifying Insert Title, (e.g. sole owner, partner, president)

Contracting Company Name \_\_\_\_\_, do hereby certify that we maintain

or have the ability to obtain the Project Insurance Requirements and Project Insurance Limits stated in

*Part C, Subsection 5-4, Liability Insurance.* I further understand that prior to project award, if as apparent

low bidder I fail to comply strictly with the insurance requirements, I will be found non-responsive and

the City of Lancaster will award to the next lowest responsive, responsible bidder.

\_\_\_\_\_  
PRINT NAME TITLE

Signed: \_\_\_\_\_

**BID SCHEDULE**

**PROJECT NO. ITB 829-24**

**LANCASTER COMMUNITY CENTER ROOF REPLACEMENT**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES	TOTAL\$ PRICE
<b>Base Bid</b>					
1.	Insurance and Bond	1	LS		\$ _____
2.	Mobilization and Demobilization	1	LS		\$ _____
3.	Roof Removal, Preparation, and Replacement	1	LS		\$ _____
4.	Asbestos Abatement	1	LS		\$ _____
5.	Demolition Work	1	LS		\$ _____
TOTAL BASE BID AMOUNT					\$ _____

TOTAL BASE BID AMOUNT WRITTEN IN WORDS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID SCHEDULE**

**PROJECT NO. ITB 829-24**

**LANCASTER COMMUNITY CENTER ROOF REPLACEMENT**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES\$	TOTAL\$ PRICE
----------	-------------	---------	------	---------------	---------------

NOTE: The quantities shown hereon are estimated and are for a comparison of the bids received. Payment will be based on the actual quantities of materials used on the job. The City reserves the right to increase or decrease the amount of the quantities shown.

If there is a discrepancy between the numerical and written Total Bid Amount, the Total Bid Amount written in words shall prevail.

Pursuant to Section 20103.8 of the California Public Contracts Code, the following method, as indicated by a check mark in the box associated with the statement, shall be used to determine the order of bidders, from lowest to highest. Please note that this method is not used to calculate the bids and does not address issues of responsiveness or responsibility:

- The lowest bid shall be the lowest bid price on the base contract without consideration prices on the additive or deductive items.**
- The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid.**
- The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified of those items, depending upon available funds as identified in the solicitation.**
- The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being removed to the public entity before ranking of all bidders from lowest to highest has been determined.**

When no box is marked, the default value of the bid award shall be the lowest bid price on the base contract only, without consideration of the prices on the additive or deductive items.

The City of Lancaster reserved the right to add to or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

**BID SCHEDULE**

**PROJECT NO. ITB 829-24**

**LANCASTER COMMUNITY CENTER ROOF REPLACEMENT**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES	TOTAL\$ PRICE
-------------	-------------	------------	------	----------------	------------------

PRIME CONTRACTOR:

I DECLARE UNDER PENALTY OF PERJURY THAT ALL INFORMATION PROVIDED AND STATEMENTS MADE IN THESE BID DOCUMENTS ARE TRUE AND ACCURATE.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SIGNATURE TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
LICENSE NO./CLASS/EXP. DATE

PART I

COMMUNITY WORKFORCE AGREEMENT  
BY AND BETWEEN  
THE CITY OF LANCASTER  
AND  
LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

COMMUNITY WORKFORCE AGREEMENT  
BY AND BETWEEN  
THE CITY OF LANCASTER  
AND  
LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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**CITY OF LANCASTER  
COMMUNITY WORKFORCE AGREEMENT**

This Community Workforce Agreement ("Agreement") is entered into by and between the City of Lancaster 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 contract for Project Work to be awarded by the City.

**ARTICLE I  
DEFINITIONS**

Section 1.1 "Agreement" means this Community Workforce 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 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 Lancaster.

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, as defined in Section 22002 of the California Public Contract Code, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below.

Section 1.10 "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 1.11 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.

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

(a) All construction and rehabilitation work pursuant to prime multi-trade contracts that exceed \$175,000.00 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed \$100,000.00, and all subcontracts arising from these specialty contracts;

(c) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects up\_der 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, Community Workforce 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 Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. 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 Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA.) 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, Community Workforce Coordinator, or Contractor in connection with this Project;

(i) Laboratory work for testing;

(j) Any work that would ordinarily be subject to this Agreement, but has been deemed immediately required as a result of a local emergency, in accordance with the emergency contracting procedures set forth in Section 22050 of the Public Contract Code

#### 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 Community Workforce 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 Community Workforce 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 Community Workforce 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 Community Workforce 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 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 businesses 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 City 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 City and 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 City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, area residents residing within the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", third, area residents residing 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 qualified workers described in (a) above. In addition, a goal of 10 % of the total work hours shall be from transitional workers residing within the greater Antelope Valley area, as reflected on the attached list of zip codes.

(c) The Unions shall coordinate with community-based job placement organizations to ensure transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are referred to the Unions from such organizations. The community-based job placement organizations shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify transitional workers:

- having a gross household income below 50% of the Los Angeles County median;
- being homeless;
- a welfare recipient;
- having a history of involvement with the justice system;
- being unemployed for the previous three (3) months; or
- a custodial single parent.

For the applicant to qualify under this program, the community-based job placement organizations shall verify the presence of at least one of the above criteria for those applicants referred to the Unions.

(d) Contractors and Unions will administer this local residency and disadvantaged worker preference, and shall maintain adequate records to demonstrate that local residency and disadvantaged worker preferences have been pursued. The City has the authority to review such records to ensure compliance.

Section 3.6 To facilitate the dispatch of local residents, transitional workers, 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 local residents, transitional workers, 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 possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and who have been residing within the zip codes within the boundaries of the City for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

(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 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

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 journeyperson 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.

## **ARTICLES**

### **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-trusted 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 Louis Zigman 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 Southwest 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, Thomas Angelo, 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 Community Workforce 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 a specific provision 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. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(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, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. 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 Community Workforce 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 Community Workforce 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 of Lancaster, 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 17.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties for all contracts that are executed after July 1, 2018, 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.



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)
- Gunitite 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 761)
- Pipe Trades (Road Sprinkler Fitters Local 669)
- Plasterers (Local 200)
- Plaster Tenders Local (1414)
- Roofers & Waterproofers (Local 36)
- Sheet Metal Workers (Local I05)
- Teamsters (Local 986)
- Southwest Regional Council of Carpenters

**ATTACHMENT A-LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]  
City of Lancaster  
1234 address  
City, state, zip code  
Attn: .....

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Lancaster Community Workforce Agreement effective -- 201\_, 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.]

**ATTACHMENTB**

**LOCAL RESIDENT ZIP CODES**

**{TIER 1}**

**LANCASTER RESIDENTS**

93534  
93535  
93536  
93539  
93551  
93584  
93586

**{TIER2}**

**ANTELOPE VALEY RESIDENTS**

91390  
93501  
93510  
93523  
93532  
93543  
93550  
93552  
93553  
93554  
93560  
93590  
93591  
93599

**{TIER3}**

**THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY**

**ATTACHMENT C**

**CITY OF LANCASTER  
CRAFT REQUEST FORM**

**TO THE CO TRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Lancaster Community Workforce 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 City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, area residents residing within the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", third, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents." In addition, a goal of 10 % of all of the labor and craft positions shall be from qualified transitional workers residing within the greater Antelope Valley area, as reflected on the attached list of zip codes. The following criteria will be used to identify transitional workers: having a gross household income below 50% of the Los Angeles County median; being homeless; a welfare recipient; having a history of involvement with the justice system; being unemployed for the previous three (3) months; or a custodial single parent.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back 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:** Community Workforce Coordinator  
**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_  
 Contact Phone: . \_\_\_\_\_. \_\_\_\_\_ **Contact Fax:** J...\_-----"-----"

**PLEASE PROVIDE ME WITH 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
<b>TOTAL WORKERS REQUESTED=</b>					

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.]

## **ATTACHMENTD**

### **LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY**

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 work place 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 Community Workforce Agreement ("CWA").

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 CWA. Said notice shall be delivered in person 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 CWA, 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 this 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 this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) 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. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). 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 the National Institute on Drug Abuse. 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.

d. 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 NDA. 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.

e. 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.

f. No individual who tests negative for drugs or alcohol 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/herself or others may be tested 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 exhibiting 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.

g. 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 job site 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 thirty (30) 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 N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. 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.

8. 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 CWA.

9. 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.

10. 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.

11. 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.

12. The 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.

13. 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 shall 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.

14. 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.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* NTDA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
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.

AMENDMENT NO. I  
TO THE  
COMMUNITY WORKFORCE AGREEMENT  
BY AND BETWEEN  
THE CITY OF LANCASTER  
AND  
LOS ANGELES/ORANGE COUNTIES BUILDING AND  
CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY  
LOCAL UNIONS AND DISTRICT COUNCILS

THIS AMENDMENT NO. I to the Community Workforce Agreement ("**Amendment**") is entered into as of July 29, 2020 and is by and between the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Local Unions and District Councils (collectively "**Unions**") and the City of Lancaster ("**City**") (collectively "**Parties**").

RECITALS:

- A. On July 1, 2018, the Parties entered into that certain Community Workforce Agreement ("**Existing CWA**").
- B. Section 2.2 of the Existing CWA provides that the work covered by this Agreement is defined and limited to:
- (a) All construction and rehabilitation work pursuant to prime multi-trade contracts that exceed \$175,000.00 and all subcontracts arising from these prime contracts; and
  - (b) All prime specialty contracts that exceed \$100,000.00, and all subcontracts arising from these specialty contracts;
  - (c) 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.
- C. The Parties desire to include, as additional work to be covered by the Existing CWA, certain additional construction work in which the City has a propriety interest.
- D. City and the Unions desire to amend the Existing PLA as set forth in this Amendment.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

AGREEMENT:

1. Section 2.2 of the Existing CWA is hereby amended by adding the following new subsection (d) as follows:
  - (d) 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 provides a cash payment, tax credit, loan or where the City transfers an asset of value for less than fair market price for the project site or project to be developed that exceeds one-million dollars.
2. New subsection (b) is hereby added to Section 2.7 as follows:

- (b) Should the City receive funding or assistance from any federal agency that prohibits the use of a geographic-based hiring preferences, then such geographic-based hiring preferences, as set forth in Sections 3.5, 3.6, 3.8 and 12.1 in this Agreement, shall not apply to the work funded by such federal source.

3. Section 3.11 is hereby deleted in its entirety and replaced with the following:

Section 3.11 Union Membership No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement.

4. Except as expressly amended by this Amendment, the Existing CWA remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the date signed below by all Parties.

**LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

BY: [Signature]

Dated: 8-10-2020

**CITY OF LANCASTER**

DocuSigned by:  
BY: Jason Caudle  
Dated: August 17, 2020 | 10:14:11 AM PDT

**ATTEST:**

DocuSigned by:  
Andrea Alexander  
City Clerk

**APPROVED AS TO FORM:**

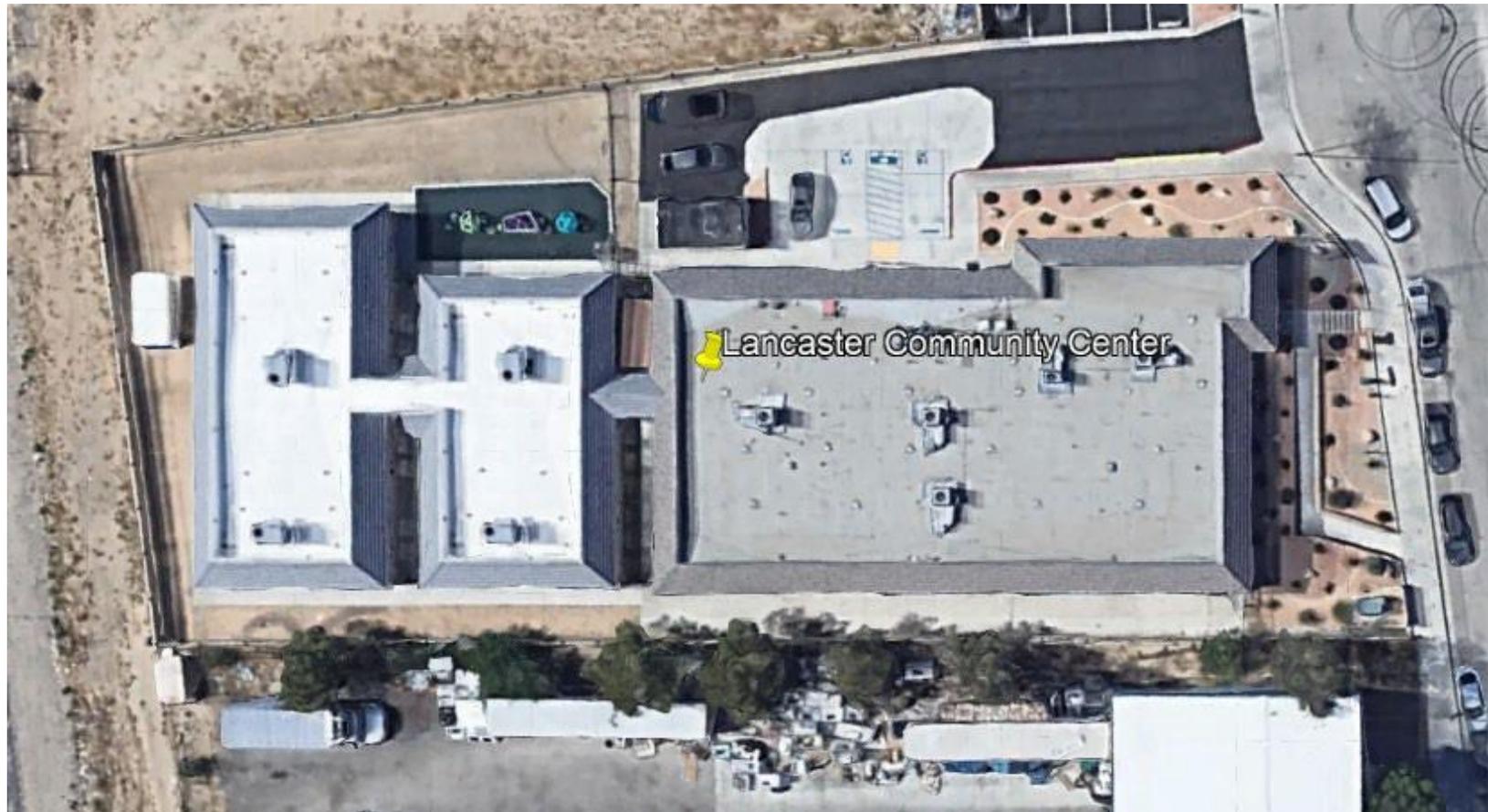
DS  
MT  
DocuSigned by:  
[Signature]  
City Attorney

## APPENDIX

## **APPENDIX A—LCC LOCATION**

# LANCASTER COMMUNITY CENTER

44611 YUCCA AVENUE, LANCASTER



**APPENDIX B--ROOF PHOTOS**

APPENDIX B



