# Bid Documents

for

# KATELLA AVE AND STATE COLLEGE BLVD REHABILITATION PROEJCT

Project Number: L330
RCP2025-23565

Account Nos: 271-412-L330-7892, 525-521-6768-7865-2400489-01, 592-412-3259-7710, 592-412-J737-7710, 502-521-3743-7580-2700658-01, 270-412-L330-7892; RCP2025-23565

Fiscal Year 2027
Carlos Castellanos, P.E. - City Engineer

Public Works Department
Anaheim, California

# TABLE OF CONTENTS


| SECTION | TITLE |
|---|---|
| 1. | Invitation to Bidders |
| 2. | Instructions to Bidders |
| 3. | Proposal Documents<br>Proposal<br>Bid Bond<br>Non-Collusion Declaration<br>Designation of Subcontractors<br>Equal Employment Opportunity Certificates of Compliance<br>Conflict of Interest Form<br>Addenda Acknowledgment, if issued |
| 4. | Sample Agreement |
| 5. | Sample Faithful Performance Bond |
| 6. | Sample Labor and Material Bond |
| 7. | Community Workforce Agreement - ATTACHMENT A - Sample CWA Letter of Assent |
| 8. | City of Anaheim CWA Bidder Reference Guide |
| 9. | Assembly Bill No. 456 – Supersedes Assembly Bill 626 |

Subject to conditions prescribed by the City of Anaheim (City), electronic proposals are invited for the following project:

**KATELLA AVE AND STATE COLLEGE BLVD REHABILITATION PROEJCT**

**RCP # 2025-23565**

Project Number: L330

**WORK DESCRIPTION:** The work consists of rehabilitating the roadway by removing and reconstructing the asphalt concrete pavement within the existing right of way, the removal and reconstruction of ADA access ramps, curb and gutter, sidewalk, cross gutters, spandrels, parkway drain, curb drain, local depression, adjustment of utility structures and pull-boxes, replacement of traffic detection devices, striping, signage, pavement markings, and all appurtenant work thereto necessary for the proper construction of the proposed improvements in accordance with the Project's Plans and Specifications. This rehabilitation will re-establish the pavement structure, restore the surface integrity, improve driving conditions and improve pedestrian safety on the sidewalks.

Project location: Katella Avenue from Auburn Way to Douglass Road and State College Boulevard from Katella Avenue to Gene Autry Way. Work areas are limited to those areas identified on the temporary work easement and areas outlined within the various permits supplied for the project.

**ESTIMATED CONSTRUCTION COST**: $4,213,400

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| THIS PROJECT IS FUNDED BY THE MEASURE M2 FAIR SHARE FUND. |

**CALIFORNIA CONTRACTOR'S LICENSE(S) REQUIRED**: General Engineering (A)

**PROJECT DURATION**: Seventy (70) Working Days

**PROJECT INFORMATION:**

| | |
|---|---|
| NON-MANDATORY PRE-BID MEETING: | There is no pre-bid meeting for this project. |
| BID DEADLINE (PROPOSALS DUE): | **10/15/2026** at **2:00 P.M.**<br>No bids will be accepted after the specified due date and time. |
| CONTACTS | |
| CITY'S CONTRACT ADMINISTRATION: | Public Works – Construction Services Division<br>200 South Anaheim Blvd., Suite 276<br>Anaheim, CA 92805<br>(714) 765-5157 |
| CONTRACT ADMINISTRATOR: | John Martin, P.E. Construction Contracts Administrator<br>200 South Anaheim Blvd. Suite 276, Anaheim, CA 92805<br>(714) 765-5157 / jmartin@anaheim.net |
| CITY'S OPERATING DEPARTMENT PROJECT MANAGER: | Public Works – Design Services Division<br>Jason Thiem, Associate Engineer<br>200 South Anaheim Blvd. Suite 276, Anaheim, CA 92805<br>(714) 765-5473 / JThiem@anaheim.net |

**PROCEDURES:** Electronic proposals (bids) shall be submitted on **OPENGOV** (the City's on-line bidding portal):

https://procurement.opengov.com/portal/anaheim
Search the project title

Contractors must register on the website in order to download the bid documents (including plans and specifications). Bidders may refer to the Bid Information tab on OpenGov for other details including the engineer's estimate, project duration, and license requirement(s).

The original Bid Bond or Cashier's Check for 10% of the amount of the Bid made payable to the City of Anaheim and shall be submitted to the City Clerk prior to the specified bid due date and time or as revised via addendum to the project documents.

Bids shall be prepared and submitted in singular and in accordance with the Instructions to Bidders. Bids will be opened and publicly read at the City of Anaheim Office of the City Clerk. Bids shall include all documents as prescribed in the Proposal document. Bidders shall refer to the Instructions to Bidders and Standard Specification Supplement issued with the bid documents for additional requirements.

Bidders shall agree not to withdraw Bids for a period of ninety (90) days after the date of opening of the Bids.

The awarded Contractor and subcontractors shall pay not less than the higher of the two rates contained in the current general prevailing wage rate(s) and per diem rate(s) established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et seq.), or by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, *et seq*.).

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

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

**COMMUNITY WORKFORCE AGREEMENT**: This project is covered "Project Work" as defined in the Amended and Restated Community Workforce Agreement (CWA). The awarded Contractor and its subcontractors of all tiers shall agree to be party to and bound by the CWA by signing a Letter of Assent (a form attached to the CWA as Attachment A). The CWA will be incorporated by reference in the Construction Contract and can be downloaded at the City's website at: http://anaheim.net/229/Public-Works.

**EXAMINATION OF BID DOCUMENTS**: Bid Documents for the Work may be examined without charge on or after the advertisement date at: City of Anaheim, 200 S. Anaheim Blvd, Suite 276 – Public Works Engineering Counter Anaheim, CA 92805.

**REJECTION OF BIDS**: The City reserves the right to reject any and all bids, or waive any informalities, irregularities or technicalities.

**BID PROTEST**: A bid protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the City Clerk's Office and an electronic copy to the project Contract Administrator no later than five (5) calendar days after bid opening date.

The City of Anaheim
Advertisement Date(s): 09/24/2026, 10/01/2026, 10/08/2026

## ARTICLE 1

## DEFINITIONS

1.1 Except as otherwise specifically provided, definitions set forth in other Contract Documents are applicable to all Bidding Documents.

1.2 The term "Addenda" means written or graphic instruments issued by the City prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.3 The term "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.4 The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the Invitation to Bidders and which may be revised by Addenda.

1.5 The term "Bidder" means a person or firm that submits a Bid.

1.6 The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.7 The term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.

1.8 As used in these Instructions to Bidders, the term "City" means the City's office issuing the Bidding Documents.

1.9 The term "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.

1.10 The term "Planholder" means a person or entity known by the City to have downloaded complete set of Bidding Documents on OpenGov.

1.11 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

1.12 As used in these Instructions to Bidders, the term "Business Day" means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the City or applicable office of the City is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders. Holidays designated by the City as a holiday are specified in the Proposal document.

## ARTICLE 2

## BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Proposal document is duly authorized and empowered to execute the Designation of Subcontractors form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

## ARTICLE 3

## BIDDING DOCUMENTS

### 3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from **OPENGOV** (the City's on-line bidding portal): https://procurement.opengov.com/portal/anaheim/projects/303564
3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to the City's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted in writing to the City Engineer or designee through **OPENGOV** (the City's on-line bidding portal).

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda only. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.2.4 After the contract has been awarded, contractor agrees in advance that any ambiguities not submitted to the Engineer pursuant to the above, shall be construed against the Contractor and in favor of the City.

## 3.3 PRODUCT SUBSTITUTIONS

3.3.1 Substitutions will be considered in accordance with the Plans and Specifications.

## 3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list all Subcontractors that will perform work, labor or render such services as defined in the Designation of Subcontractors form. An inadvertent error in listing the California contractor license number or DIR Registration numbers shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number or DIR registration is submitted in writing by, and actually received from, the Bidder within 24 hours after the bid opening and provided the corrected information corresponds to the submitted name and location for that subcontractor. The failure to list, on the Designation of Subcontractors form, any one of the specified items will result in the City treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to the City that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Designation of Subcontractors form shall only be substituted after the Bid Deadline with the written consent of the City and in accordance with the State of California "Subletting and Subcontracting Fair Practices Act."

## 3.5 ADDENDA

3.5.1 Addenda will be issued only by the City and only in writing. Addenda will be identified as such and will be made available, via download from **OPENGOV** to each potential bidder who has registered on-line to receive project updates. The City will not be responsible for any other explanation or interpretation of the proposed documents nor will the City be responsible for the completeness of project documents obtained from other sources.

3.5.2 Copies of Addenda will be made available for inspection at the address specified in the Invitation to Bidders.

3.5.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

## ARTICLE 4

## PRE-BID MEETING

4.1 There will be no Pre-Bid Meeting.

## ARTICLE 5

## BIDDING PROCEDURES

### 5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Proposal document, including all other required documents specified in the Bidding Documents. Bids not submitted on the required forms in the form and manner specified shall be rejected.

5.1.2 The Proposal and all other required documents shall be filled in legibly in ink or by typewriter. All portions of the required forms must be completed and signed before the Bid is submitted. Proposals shall be uploaded to **OPENGOV** and the line item costs shall be input on-line in the bidding software on or before the day and hour set for the opening of bids. Failure to comply with the requirements of this Article will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as nonresponsive.

5.1.4 Bidder shall make no stipulations on the Proposal document, including all other required documents nor qualify its Bid in any manner.

5.1.5 Proposal forms form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Failure to sign and date the forms may cause the Bid to be rejected.

### 5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the total bid amount as security for Bidder's obligation to enter into a Contract with the City on the terms stated and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by the City and included herein, or a certified check made payable to “The City of Anaheim.” When a Bid Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the City or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the Bidder agrees

to the deduction of one (1) working day from the number of days available to achieve the Contract completion date for every day of delay in receipt by the City of the Contract, Insurance and Bond Documents beyond the Document Deadline Date. Said deduction shall be in addition to any other remedy available to the City upon the Bidder's failure to timely provide said Contract, Insurance and Bond Documents, including the right of the City to refuse to execute and deliver the Agreement or to take such other action as may be authorized by law. In the event said Contract, Insurance and Bond Documents are received by the City on or before the Document Deadline Date, the subsequent delivery of a fully executed copy of this agreement to the Contractor by the City shall be deemed an election by the City to exercise the deduction of working days to achieve the Contract Completion Dates without further notice to the Contractor being required.

Other remedies include the City's rejection Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the City may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which the City procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 21 days or specified otherwise after receipt of Notice of Award, to sign the Agreement or submit to the City all of the items required by the Bidding Documents, the City will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the City has been appropriately compensated; if the Bid Security is in the form of certified check, the City will negotiate said check and after deducting its damages, return any balance to Bidder.

## 5.3 SUBMISSION OF BIDS

5.3.1 Proposals (bids), including all documents required to be submitted with the bid, will be received only at the City of Anaheim Office of the City Clerk until the date and time specified in the legal notice or Addenda to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice. In addition to the uploading of Proposal Documents on **OPENGOV** as described in the Invitation to Bidders, the fully executed original Bid Bond shall be delivered to the City Clerk on or before the actual bid opening day and time.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. The fully executed original Bid Bond shall be enclosed in a sealed envelope addressed to the City Council of the City of Anaheim, bearing the name and address of the bidder and the name and account number of the project on or before the actual bid opening day and time. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

## 5.4 WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be withdrawn by notice to the City receiving Bids at the location designated for receipt of Bids.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline unless otherwise specified.

## ARTICLE 6

## CONSIDERATION OF BIDS

### 6.1 STATEMENT OF PRIME BIDDER'S QUALIFICATIONS

6.1.1 If required, Prime Bidders shall submit a Statement of Prime Bidder's Qualifications with their Bids on the form provided by the City. Bidders will be considered non-responsive and the City reserves the right to reject their bid if they fail to meet the criteria specified in the Statement of Prime Bidder's Qualifications.

### 6.2 OPENING OF BIDS

6.2.1 Bids which have the required identification and are received on or before the Bid Deadline will be opened publicly and read by the City Clerk and City Engineer, or their respective designees, at the Office of the City Clerk, or other designated location, at the City of Anaheim, California, shortly after the bid opening day and time.

### 6.3 REJECTION OF BIDS

6.3.1 The City will have the right to reject all Bids.

6.3.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

### 6.4 AWARD

6.4.1 The City will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the City awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by the City and who is not rejected by the City for failing or refusing, within 21 days after receipt of Notice of Award, to sign the Agreement or submit to the City all of the items required by the Bidding Documents.

6.4.2 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at the City's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify which Bid belongs to which Bidder from being revealed to the representative of the City selecting the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, the City will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.4.3 The City will determine the low Bidder on the basis of the sum of all Lump Sum items or all Unit Prices multiplied by their respective Estimated Quantities, plus the amounts of all Alternates (if any) to be included in the Contract Sum at the time of award.

The Contract Sum will be the sum of all Lump Sum Base Bid or all Unit Prices multiplied by their respective Estimated Quantities and the additive or deductive amounts for all Alternates that the City has elected to be included in the Contract Sum as of the time of award.

6.4.4 The City will post the Bid results on **OPENGOV** unless another address is specified in the Bidding Documents.

6.4.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder on the City's form within 50 days (unless otherwise specified) after the Bid Deadline or reject all Bids. Within 21 days after receipt of Notice of Award, Bidder shall submit to the City all of the following items:

1. Three *notarized* originals of the Agreement on the City's form. Evidence must be attached showing that the signatures are of person(s) who have the authority to bind the Contractor to the agreement.

2. Three originals of the Labor and Material Bond on the City's form duly executed by your firm and surety. All signatures must be *notarized*.

3. Three originals of the Faithful Performance Bond on the City's form duly executed by your firm and surety. All signatures must be *notarized*.

4. Original certificate(s) of insurance (duly executed by insurers) evidencing coverage required by the Contract pursuant to section 5.4 Insurance.

    - An <u>additional insured endorsement</u> (separate forms) to the general liability and automobile liability insurance policy naming the City of Anaheim, its officers, agents, employees, representatives, and volunteers are also required and said endorsement must bear the <u>wet signature</u> of an authorized representative of the insurance company.

    - The endorsement must also contain a statement that thirty days' notice must be given to the City of any change or cancellation of the policy.

5. Resume of proposed Superintendent to include qualifications and references.

6. Preliminary Contract Schedule as evidence of the Contractor's ability to accomplish the Work of the project within the required contract time period.

7. One copy of the Letter of Assent (Attachment A to the Community Workforce Agreement) signed by the Prime Contractor, if applicable. Letters of Assent by Subcontractors and all others covered by the CWA shall be submitted in accordance with the deadlines prescribed in Section 2 of the Standard Specification Supplement.

8. Cost Breakdown for lump sum bid items, if applicable.

6.4.6 Prior to award of the Contract, the City will notify Bidder in writing, if the City, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to the City. Failure of the City to object to a proposed Superintendent or Subcontractor prior to award shall not preclude the City from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.4.7 If Bidder submits the original signed Agreement and all other items required to be submitted to the City within 21 days after receipt of Notice of Award and if all such items comply with the requirements of the Bidding Documents and are acceptable to the City, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

6.4.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within 21 days after receipt of Notice of Award, or that Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 21 days after receipt of Notice of Award, to sign the Agreement or submit to the City all of the items required by the Bidding Documents, shall be liable to the City for all resulting damages.

## ARTICLE 7

## BID PROTEST

### 7.1 FILING A BID PROTEST

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the City not later than 5:00 pm on the 5th business day following:

.1 if the Proposal form does not contain any Alternate(s), the date of the Bid opening;

.2 if the Proposal form contains any Alternate(s), the date that Bid results are made public on OPENGOV.

7.1.2 If a Bid is rejected by the City, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the City not later than 5:00 pm on the 3rd business day following the rejected Bidder's receipt of the notice of rejection.

7.1.3 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

### 7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 The City will investigate the basis for the Bid protest and analyze the facts. The City will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by the City, an informal hearing will be held. The City will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond the City's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by the City.

A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the City's decision must be received by the protester, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Bidder whose Bid is the subject of the protest, all Bidders affected by the City's decision on the protest, and the protestor have the right to appeal to the decision if not satisfied with City's decision. A request to meet with the City's designated Hearing Officer to discuss the appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the written request and appeal must be received by the City's representative not later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of City.

A copy of the appeal must be sent to all parties involved in the Bid protest and to City, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or the City holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.3 The City's designated Hearing Officer will review the City's decision and the appeal, and issue a written decision; then conduct a hearing and issue a written decision. The written decision of the Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to the City. The Hearing Officer may consult with the City Attorney's Office on the decision as to legal form. The City will complete its internal Bid protest procedures before award of the Contract.

## ARTICLE 8

## COMMUNITY WORKFORCE AGREEMENT

8.1 The City has entered into an Amended and Restated Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions. The CWA is a pre-hire collective bargaining agreement that establishes labor relations procedures. Only projects as identified in the Invitation to Bidders are covered "Project Work" as defined in the Amended and Restated Community Workforce Agreement (CWA). The awarded Contractor and its subcontractors of all tiers shall agree to be party to and bound by the CWA by signing a Letter of Assent (a form attached to the CWA as Attachment A). The CWA will be incorporated by reference in the Construction Contract and can be downloaded at the City's website at: http://anaheim.net/229/Public-Works.

8.2 The awarded Contractor shall submit the signed CWA Letter of Assent (LOA) in accordance with Section 2-1 of the Standard Specifications Supplement. Failure to submit the LOA within the specified timeline will result in rejection of the bid.

# PROPOSAL

CITY OF ANAHEIM
Anaheim, California

For the construction of:
**Katella Ave and State College Blvd Rehabilitation Project**
Account Nos. 271-412-L330-7892
RCP2025-23565
Advertisement Dates: 10/15/26, 10/22/26, 10/29/26

Bid Date:11/5/26
Bid Time: 2:00 P.M.

To the Honorable City Council
City of Anaheim

From_____
Contractor's Name

Gentlepersons:

The undersigned, as bidder, declares that it has carefully examined the location of the proposed work above described, examined the Plans and Specifications and General Conditions therefore, read the Instructions to Bidders, and is familiar with all proposal requirements, and hereby proposes and agrees, if the proposal is accepted, to complete the said construction in accordance with the Contract Documents, as defined in the General Provisions, in the time stated herein, for the unit price or lump sum given on the following pages of this proposal, amounting to a total of:

$ **SEE TOTAL IN OPENGOV**

Said amount is to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite or proper and the providing of all necessary machinery, tools, apparatus, and other means of construction; also the performance and completion of all the work in the manner set forth, described and shown in the Specifications or on the drawings for the work.

The bidder to whom the contract is awarded agrees to enter into a Contract with the City and agree to execute and return said contract, together with contract bonds, so that they are received by the City within **Twenty One (21) calendar days**, except Saturdays, Sundays and Holidays, after the bidder has received the contract for execution. The successful bidder shall commence work upon receipt of the "NOTICE TO PROCEED" and instructions by the City Engineer, and to diligently prosecute the work to completion before the expiration of **Seventy (70)** working days, excluding Saturdays, Sundays and Holidays, after the execution of the agreement.

***Holidays (ten days)*** *as mentioned herein shall be limited to New Year's Day, Memorial Day, Martin Luther King's Birthday, (Third Monday in January), President's Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, and Christmas Day. If any of the above mentioned holidays fall on Saturday or Sunday, the following Monday shall be considered a legal holiday.*

All bids are to be computed on the basis of the given Estimated Quantities of Work, as indicated in this proposal, multiplied by the unit prices as submitted by the bidders. In case of discrepancy between unit prices and the extension thereof, the unit price shall prevail and bids will be computed as indicated above and compared on the basis of corrected totals.

Bidders are required to perform their own take-offs for the types of work required, from the drawings and specifications. By submitting its bid, Contractor herewith certifies that he/she has performed his/her own estimate/take-offs of the work required by the plans and specifications.

It is understood by Bidder that the City of Anaheim has the right to reject this proposal or to award a contract to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or bid bond shall be returned to the undersigned within thirty (30) days from the date thereof. If the proposal is accepted and the work is awarded and the undersigned fails to enter into a contract of the form and terms supplied by the City Engineer within Twenty One (21) calendar days, except Saturdays, Sundays and Holidays after the agreement is delivered to him for signature, or within such further time

For the construction of:
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RCP2025-23565

as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest bid and the next lowest bidder who will execute a contract shall be paid into the treasury of the City of Anaheim as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Accompanying this proposal is _____ (insert "$_____Cash", "cashier's check", "certified check", or "bidder's bond", as the case may be) in an amount equal to at least ten percent (10%) of the total bid.

The following is the name and place of business of the surety company which will furnish the required bonds as surety if the work is awarded to the undersigned:

_____

Licensed in accordance with an act providing for the registration of contractors:

California Contractors State License Board (CSLB) No. _____

Classification(s) _____ Expiration Date _____.

Registered in accordance with Senate Bill 854 and Labor Code section 1725.5:

DIR Registration I.D._____ Expiration Date _____.

*In executing this proposal the bidder certifies being properly licensed and registered to do the work and under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.*

| | |
|---|---|
| Signature of Bidder | Firm Name |
| Printed Name & Title | Business Address |
| Dated | Email & Phone Number |

Firm is an Individual? Yes ☐ No ☐ If no, provide the names for the following:

| | |
|---|---|
| Firm President | Firm Vice President |
| Firm Secretary | Firm Manager |
| Other Name & Title | Other Name & Title |

The Bid shall include the following filled-out and executed forms as provided in the project Contract Documents on or before the bid opening date and time, otherwise the bid will be deemed **non-responsive**.

For the construction of:
**Katella Ave and State College Blvd Rehabilitation Project**
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RCP2025-23565

The Bid shall include the following filled-out and executed forms as provided in the project Contract Documents on or before the bid opening date and time, otherwise the bid will be deemed **non-responsive**.

| Document | | Electronic submittal | General Guidelines |
|---|---|---|---|
| 1 | Proposal (P1-P3) | Yes | Fill-in, scan and upload to OpenGov |
| 2 | Bid items | Yes | Input bid items on-line in OpenGov |
| 3 | Bid Security/Bid Bond | HARD COPY | **1) Fill in, scan, upload – AND-<br>2) Submit (hand delivery or mail) original sign bid bond on or before Bid Opening Date & Time to City Hall – Office of City Clerk** |
| 4 | Non-Collusion Affidavit | Yes | Fill-in, scan and upload to OpenGov |
| 5 | Designation of Sub-Contractors (Including DIR information) | Yes | Fill-in, scan and upload to OpenGov |
| 6 | Equal Employment Opportunity Certificates of Compliance | Yes | Fill-in, scan and upload to OpenGov |
| 7 | Statement of Prime Contractor's Qualifications | Yes | Fill-in, scan and upload to OpenGov |
| 8 | Addenda, if issued | Yes | a) Acknowledge on OpenGov<br>b) Sign, scan and upload to OpenGov |

The undersigned bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form for bid submission, and has thoroughly checked the figures set forth in the proposal and inputted into OpenGov, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all of the work called out and implied throughout these contract documents.

| | |
|---|---|
| Signature of Bidder | Firm Name |
| Printed Name & Title | Business Address |
| Dated | Email & Phone Number |

For the construction of:
**Katella Ave and State College Blvd Rehabilitation Project**
Account Nos. 271-412-L330-7892
RCP2025-23565

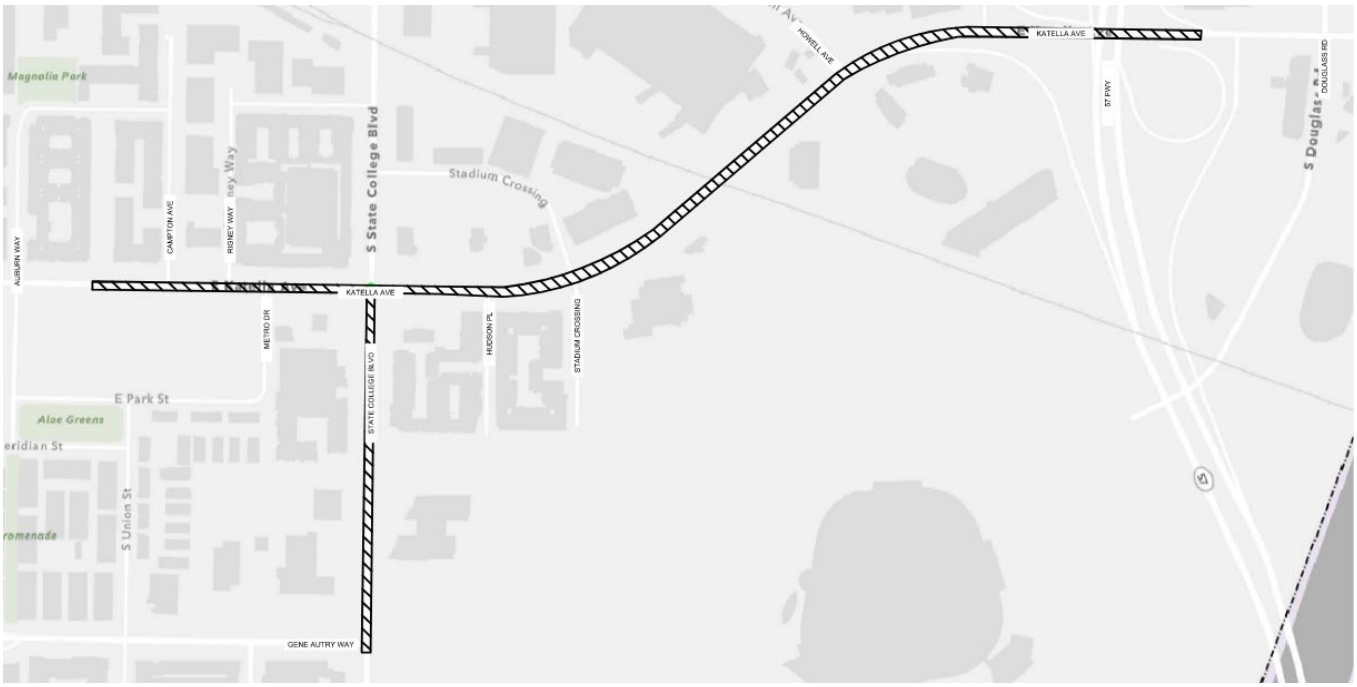
## BID ITEM LIST

The lowest bid will be determined in accordance with Public Contract Code (PCC) Section 20103.8 Subdivision (d):

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

Advertisement Dates: 10/15/26, 10/22/26, 10/29/26

Bid Date: 11/5/2026
Bid Time: 2:00 P.M.



For the construction of:
**Katella Ave and State College Blvd Rehabilitation Project**
Account Nos. 271-412-L330-7892
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| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | COST |
|---|---|---|---|---|---|
| 1 | MOBILIZATION (MAY NOT EXCEED 5% OF BASE BID) | 1 | LS | X | X |
| 2 | TRAFFIC CONTROL | 1 | LS | X | X |
| 3 | TRAFFIC SIGNING AND STRIPING | 1 | LS | X | X |
| 4 | ALLOWANCE | 1 | ALW | X | X |
| 5 | CONTRACTOR'S COSTS FOR ADMINISTRATION OF COMMUNITY WORKFORCE AGREEMENT (CWA) (MAY NOT EXCEED 3% OF BASE BID FOR SEGMENT #1) | 1 | LS | X | X |
| 6 | FURNISH AND INSTALL CONSTRUCTION INFORMATION SIGN | 4 | EA | X | X |
| 7 | AS-BUILT PLANS | 1 | LS | X | X |
| 8 | COLD MILL 3" BELOW EXIST. A.C. PAVEMENT TO ACCOMMODATE THE PROPOSED REHAB. | 47,484 | SY | X | X |
| 9 | COLD MILL 5" BELOW EXIST. A.C. PAVEMENT TO ACCOMMODATE THE PROPOSED REHAB. | 2,710 | SY | X | X |
| 10 | COLD MILL 8" BELOW EXIST. A.C. PAVEMENT TO ACCOMMODATE THE PROPOSED REHAB. | 17,120 | SY | X | X |
| 11 | ASPHALT CONCRETE 2.5" CAP (ARHM) | 9,590 | TON | X | X |
| 12 | CONSTRUCT 0.5" ARAM | 50,125 | SY | X | X |
| 13 | CONSTRUCT VARIABLE DEPTH ASPHALT CONCRETE (CONVENTIONAL). DEPTH PER PLAN. | 6,895 | TON | X | X |
| 14 | REMOVE EXIST. CURB RAMP, CURB, CURB & GUTTER AND SIDEWALK & RECONSTRUCT PCC ACCESS RAMP PER COA STD. 111-3, WITH CAST-IN-PLACE DETECTABLE WARNING DEVICE (3'X4' TRUNCATED DOME WITHOUT GROOVES) CASE AND TYPE AS SHOWN ON PLANS. DO NOT INSTALL TACTILE BORDER. | 8 | EA | X | X |
| 15 | REMOVE EXIST. SURFACE & RECONSTRUCT 0.33'(4") DEPTH PCC SIDEWALK PER COA STD. 110-B ~ MATCH EXIST. | 1,425 | SF | X | X |
| 16 | REMOVE & RECONSTRUCT PCC SPANDREL PER COA STD. PLAN 121-A. | 1,455 | SF | X | X |
| 17 | REMOVE & RECONSTRUCT CURB & GUTTER PER COA STD. PLAN 120. MATCH EXISTING HEIGHT. | 80 | LF | X | X |
| 18 | REMOVE & REPLACE TRAFFIC DETECTION DEVICES TYPE "E" CIRCULAR PER COA STD. 410. | 25 | EA | X | X |
| 19 | LOWER, RAISE, AND ADJUST COA STORM DRAIN MANHOLE COVER TO GRADE PER COA STD. 205. | 10 | EA | X | X |
| 20 | LOWER, RAISE, AND ADJUST OC SAN SEWER MANHOLE COVER TO GRADE PER OC SAN STD. S-050A, S-055, & S-055A | 5 | EA | X | X |
| 21 | LOWER, RAISE, AND ADJUST COA SEWER MANHOLE COVER TO GRADE PER COA STD. 205. | 27 | EA | X | X |

| | | | | | |
|---|---|---|---|---|---|
| 22 | LOWER, RAISE, AND ADJUST COA TELECOM VAULT MANHOLE COVER TO GRADE PER COA STD. CU 2031 & 2032 | 3 | EA | X | X |
| 23 | LOWER, RAISE, AND ADJUST COA ELECTRICAL MANHOLE COVER TO GRADE PER COA STD. CU 1600-3D. | 1 | EA | X | X |
| 24 | LOWER, RAISE, AND ADJUST COA ELECTRICAL VAULT MANHOLE COVER TO GRADE PER COA STD. CU 1600-3D. | 20 | EA | X | X |
| 25 | REMOVE AND RECONSTRUCT VARIABLE HEIGHT PCC CURB AND GUTTER ON MEDIAN ISLAND NOSE PER COA STD. PLAN 120, TYPE B AND STD. PLAN 143. MATCH EXISTING CURB HIEGHT, FL ELEVATIONS, AND GUTTER WIDTH | 37 | SF | X | X |
| 26 | LOWER, RAISE, AND ADJUST WATER VALVE BOX ASSEMBLY TO FINAL GRADE PER COA W-152, CASE 1. | 43 | EA | X | X |
| 27 | LOWER, RAISE, ADJUST AND REPLACE ENTIRE 4TT BOX WITH BINGHAN & TAYLOR, MARK V ROUND 10" RIM WITH FLANGE AND ROUND 10" LID WITH 4" SKIRT PER W-150. | 11 | EA | X | X |
| 28 | LOWER, RAISE, ADJUST AND REPLACE TOP SCREW SECTION WITH BINGHAN & TAYLOR NO. 4906, OR TYPER UNION 6860 HEAVY DUTY TOP SECTION SCREW TYPE CAST IRON VALVE BOX PER W-152, CASE 2. | 1 | EA | X | X |
| 29 | REMOVE AND REPLACE COA #6 TRAFFIC SIGNAL PULL BOX TO FINAL GRADE. | 17 | EA | X | X |
| 30 | REMOVE AND REPLACE EXISTING COA ELECTRIC PULL BOX TO FINAL GRADE. | 1 | EA | X | X |
| 31 | REMOVE AND REPLACE EXISTING COA FIBER OPTICS PULL BOX TO FINAL GRADE. | 2 | EA | X | X |
| 32 | REMOVE AND RECONSTRUCT RAMP PORTION OF CURB RAMP AND INSTALL CAST-IN-PLACE DETECTABLE WARNING DEVICE (3'X4' DARK GREY TRUNCATED DOME) PER CITY OF ANAHEIM STD. PLAN 111-3, NOTE 8. | 255 | SF | X | X |
| 33 | EROSION AND SEDIMENT CONTROL PLAN/WPCP | 1 | LS | X | X |
| 34 | CONTRACTOR TO OBTAIN PERMIT FROM SCRRA (METROLINK). SCRRA PROJECT #TBD | 1 | LS | X | X |
| 35 | REMOVE EXIST. SURFACE & RECONSTRUCT 4" DEPTH PCC STAMPED MEDIAN CONCRETE PER COA STD. 143 ~ MATCH EXIST. | 95 | SF | X | X |
| 36 | REMOVE & REPLACE TRAFFIC DETECTION LOOPS TYPE "E" CIRCULAR PER CALTRANS STD. ES-5B | 6 | EA | X | X |
| 37 | COLD MILL 2" BELOW EXIST A.C. PAVEMENT TO ACCOMMODATE THE PROPOSED REHAB. | 2460 | SY | X | X |
| 38 | REMOVE & RECONSTRUCT COMMERCIAL DRIVEWAY APPROACH PER CITY STD 115-B, CASE 2 | 2890 | SF | X | X |
| 39 | FURNISH AND INSTALL PEDESTRIA PUSH BUTTON (PPB) POLE AND FOUNDATION | 2 | EA | X | X |
| 40 | RELOCATE EXISTING PEDESTRIAN PUSH BUTTONS | 2 | EA | X | X |

| | | | | | |
|---|---|---|---|---|---|
| 41 | FURNISH AND INSTALL CONDUIT | 1 | LS | X | X |
| 42 | REMOVE EXISINTG PULL BOXES | 1 | LS | X | X |
| 43 | FURNISH AND INSTALL PULL BOXES | 1 | LS | X | X |
| 44 | MODIFY TRAFFIC SIGNAL WIRING | 1 | LS | X | X |

## ***BID ITEMS TO BE INPUTTED ON-LINE IN OPENGOV***

Through submission on OpenGov, the bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form for bid submission, and has thoroughly checked the figures set forth in the proposal and inputted into OpenGov, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all the work called out and implied throughout these contract documents.

# BID BOND

CITY OF ANAHEIM

KATELLA AVE AND STATE COLLEGE BLVD REHABILITATION PROJECT
Account Nos. 271-412-L330-7892

KNOW ALL BY THESE PRESENTS, that we,_____, as Principal, and_____, a corporation organized and existing under the laws of the State of_____and whose principal office is located in the City of_____, as surety, are jointly and severally bound unto the CITY OF ANAHEIM of Orange County, California, in the sum of:
_____DOLLARS ($_____), lawful money of the United States of America to be paid to the said CITY OF ANAHEIM, for which payment well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted the accompanying bid dated _____, 20_____, for the construction of _____ for the CITY OF ANAHEIM, Orange County, California.

NOW, THEREFORE, if the Principal shall not withdraw said bid within sixty (60) days after the opening of same, and shall within twenty-one (21) days after the agreement has been presented to him for execution enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bond with good and sufficient sureties, or sureties for the faithful performance and proper fulfillment of such contract and for the protection of laborers and materialmen, or in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract and give said bond within the time specified if the Principal shall within sixty (60) days after request by the City, pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF the above-obligated parties have executed this instrument under their several seals this_____day of_____, 20__, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Two Witnesses (if individual)

_____ _____
PRINCIPAL

_____

ATTEST (if corporation) By _____

_____ Title _____

_____ _____
Title Surety

By _____

Corporate Seal Title
ATTEST

_____
Corporate Seal (SEAL)

# NON-COLLUSION DECLARATION-CONTRACTOR
## To be Executed by Bidder and Submitted with Bid
## City of Anaheim Bid for RCP2025-23565

The undersigned declares:

I am the _____ [title] of

_____ [company name], 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 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].

_____
Signature

_____
Print Name

# DESIGNATION OF SUBCONTRACTORS

CITY OF ANAHEIM
KATELLA AVE AND STATE COLLEGE BLVD REHABILITATION PROJECT
RCP2025-23565

## Submit with Proposal

In compliance with the Provisions of Section 4100-4107 of the Code of the State of California and any Amendments thereto, the undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid, and that the subcontractors listed will be used for the work for which they bid, subject to approval of the Engineer, and in accordance with the applicable provisions of the Specifications. If the bidder does not submit the names and addresses of subcontractors, he shall be required to do the work with his forces. If no subcontractors are listed, all bonds and insurance shall be written in the name of the general contractor only, and any liabilities arising through the operation of a subcontractor shall not be covered by the bonds and insurance.

**Print clearly** and **complete ALL lines.**

| | | | | |
|---|---|---|---|---|
| ***1. Ready-Mix*** Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| ***2. Ready-Mix*** Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| *Note: Per Section 1720.9 of the Labor Code added by Assembly Bill 219, ready-mix concrete suppliers that deliver ready-mixed concrete for public works projects are considered subcontractors per Section 1722.1 and must register with the Department of Industrial Relations. In lieu of a contractor's license, the DIR Registration number shall be provided. If a ready-mix concrete supplier will be utilized for the project, completely fill in their information above.* | | | | |
| 3.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 4.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |

**Print clearly** and **complete ALL lines.**

| | | | | |
|---|---|---|---|---|
| 6.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 7.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 8.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 9.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 10.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |

| | | | | |
|---|---|---|---|---|
| 11.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 12.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 13.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 14.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |
| 15.Subcontractor's Name: | Scope/Description of Work | | | |
| | $ Value of Subcontract | | | |
| | Complete Street Address | | | |
| | Phone No. | | | |
| | Email (for DIR input) | | | |
| | License No. | | Exp. Date | |
| | DIR Registration No. | | Exp. Date | |

*No sub-contractor may be listed on a bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.*

Bidders may be considered NON-RESPONSIVE if all information is not completely filled in.

BIDDER/FIRM NAME

AUTHORIZED SIGNATURE

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATES OF COMPLIANCE

As used in this Certificate, the word "Contract" shall mean either "Contract", or "Subcontract". The word "Contractor" shall mean either "Contractor" or "Subcontractor".

The undersigned Contractor certifies the following to the City of Anaheim:

1. COMPLIANCE REPORTS:

   That if the Contractor has participated in a previous Contract subject to the rules and regulations on Equal Opportunity set forth in 41 Code of Federal Regulations Part 60-1, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance of the United States Department of Labor, the appropriate Government Agencies or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements, or if he has not he agrees to do so promptly and before any Contract is awarded.

2. NON-DISCRIMINATION:

   During the performance of any Contract placed with him by the City of Anaheim, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of, race, religion, sex, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, creed, color, or national origins. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff of termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

   2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, creed, color, or national origin.

   3. The Contractor will send to each labor union or representative of workers with which he has a Collective Bargaining Agreement or other Contract or understanding, a notice advising the labor union or worker's representative of the Contractors commitments under Section 202 of Executive Order Number 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and to applicants for employment.

4. The Contractor will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City Executive Order Number 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. AFFIRMATIVE ACTION PROGRAM:

Contractor's attention is directed to Section 60-1.40 of Title 41 of the Code of Federal Relations, related to Affirmative Action Compliance Programs, and applying to each Subcontractor with a Subcontract of $50,000 or more and 50 or more employees.

Contractor certifies that he has developed and has on file at each of his establishments a written Affirmative Action Compliance Program, as is called for in section 60-1.40 of and pursuant to part 60-2 of Title 41 of the code of Federal Regulations, and that such Affirmative Action Compliance Program is current, or if it is not, within 120 days after receipt of any order, the undersigned firm agrees to develop and maintain a written Affirmative Action Compliance Program, for each of his facilities unless such firm is not required by law or regulation to develop such program.

4. CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any locations, under its control, where segregated facilities are maintained. The bidder, offerer, applicant, or Subcontractor agrees that a breach of this Certification is a violation of the Equal Opportunity Clause of any Contract placed with it. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, which are segregated by explicit directive or in fact segregated on the basis of race, religion, sex, creed, color, or national origin because of habit, local custom or otherwise.

Contractor further certifies that it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding $10,000 covering the procurement if personal property and non-personal services (including construction).

CONTRACTOR'S FIRM NAME_____

ADDRESS_____

SIGNED_____

TITLE_____

DATE_____

**Conflict of Interest Form for Contractors**
**(Contractor to complete, sign and submit with the Bid Submittals)**

The Political Reform Act (Government Code Sections 81000-91014) and Government Code section 1090 prohibit any Anaheim public official or officer from involvement in a governmental decision or contract in which he or she has a financial interest. It is the responsibility of the contractor, contractor's employees, and subcontractors who are to perform work under the proposed public works agreement to evaluate any potential conflict of interests. Be advised that a prohibited conflict of interest may void any award where it exists.

Furthermore, any contractor whose firm has performed design work on the bid package is prohibited from bidding on this construction package.

I, the undersigned, hereby certify that I have reviewed and understand the above-paragraphs, and in furtherance of the foregoing, I have evaluated and caused my company's employees and subcontractors to evaluate any potential conflict of interests. Based on this evaluation, I hereby further certify that no such conflict of interests exists.

SIGNATURE OF AUTHORIZED SIGNATORY

_____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

# AGREEMENT FOR PUBLIC WORK

THIS AGREEMENT FOR PUBLIC WORK is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
organized pursuant to a freeholder's charter,
hereinafter referred to as "CITY,"

A
N
D

_____
_____
_____

hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, the City Council of the City of Anaheim has heretofore by resolution, duly passed and adopted, approved and authorized the construction of the public improvement (Project) described in Exhibit A (which Exhibit A is incorporated by reference herein) in accordance with the design, plans, profiles, drawings and/or specifications as prepared; and

WHEREAS, the City Council of the City of Anaheim duly caused to be published a notice as required by law on the Publication Dates (set forth in Exhibit A) inviting sealed proposals for the furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel and water, and performing all work necessary to construct and complete in a good and workmanlike manner, in strict accordance with said plans and specifications on file in the Office of the City Clerk of the City of Anaheim of Project, which notice specified that such sealed proposals would be received at the Office of the City Clerk up to the hour of 2:00 o'clock P.M., on the Bid Opening Date set forth in Exhibit A and would be opened on said date at the hour of 2:00 o'clock P.M., in public, in the City Council Chamber in the City Hall, City of Anaheim, State of California, by the City Clerk and the City Engineer, and the result of the said sealed proposals tabulated by the City Engineer and reported to the City Council for its consideration at a meeting held no later than thirty (30) days after the bids were opened; and

WHEREAS, said notice did state and declare that pursuant to the provisions of Section l770 of the Labor Code, the Director of the Department of Industrial Relations had ascertained the prevailing rate of wages in the locality in which this type of labor is to be performed, for each craft or type of workman or mechanic needed to execute the Agreement, and did state that the prevailing hourly wage scale so ascertained can be found on the following websites: http://www.dir.ca.gov/dlsr/DPrewageDetermination.htm and http://www/wdol.gove/dba.aspx#0; and

SAMPLE AGREEMENT

WHEREAS, the City Engineer did thereupon duly tabulate all of the sealed proposals so received and did make a report to the City Council; and

WHEREAS, the City Council of the City of Anaheim did, at a subsequent regular or adjourned regular meeting held on the Award Date (set forth in Exhibit A), find that the sealed proposal of CONTRACTOR for furnishing of all plant, labor, services, materials and equipment and all utilities and transportation, including power, fuel and water, and performing all work necessary to construct and complete the Project in strict accordance with the design, plans, profiles and specifications for said Project prepared by Designer and on file in the Office of the City Clerk of the City of Anaheim was the lowest responsible proposal submitted for the furnishing of said plant, labor services, materials and equipment, and all utilities and transportation, including power, fuel and water and performing all work necessary for the construction of said Project as specified in the notice inviting sealed proposals; and

WHEREAS, the City Council of the City of Anaheim did, on the Award Date, adopt the Award Resolution accepting the sealed proposal of, and awarding to, CONTRACTOR, the Agreement to furnish all of said plant, labor, services, materials and equipment, and all utilities and transportation, including power, fuel and water, and perform all work necessary to construct and complete the herein above described Project in strict accordance with the design, plans, profiles and specifications for said Project prepared by Designer, and on file in the Office of the City Clerk of the City of Anaheim for the construction and completion of said Project above described in accordance with the notice inviting sealed proposals, the plans and specifications, the instructions to bidders, and in accordance with the written Agreement to be made and entered into by and between CITY and CONTRACTOR, a copy of which is on file in the Office of the City Clerk of the City of Anaheim.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: That the complete Agreement shall consist of and include the following documents, all of which, from 2 to 14 inclusive, shall be, and are hereby incorporated by reference and made a part hereof as fully as if set out in full herein:

1. This Agreement.

2. The resolution adopted by the City Council of the City of Anaheim approving the design, plans and specifications for said Project prepared by Designer and authorizing and approving the construction thereof, together with all addenda thereto and modifications incorporated therein prior to the opening of bids.

3. The notice inviting sealed proposals published by the City of Anaheim on the Publication Dates (set forth in Exhibit A).

4. The Instruction to Bidders.

5. The Bid Proposal.

SAMPLE AGREEMENT

6. The accepted proposal.

7. The design, plans, profiles, drawings and the general specifications and the detail specifications and drawings and all addenda thereto and all modifications incorporated therein prior to the date of the opening of bids as prepared by Designer and on file in the Office of the City Clerk of the City of Anaheim.

8. The Award Resolution adopted by the City of Anaheim, accepting the sealed proposal of CONTRACTOR and awarding the Agreement for the Project.

9. The Bid Security Form for check or bond.

10. The Faithful Performance Bond.

11. The Labor and Material Bond.

12. The Non-Collusion Declaration.

13. The Insurance policies, endorsements and certificates.

All Agreement documents and plans are intended to be consistent one with the other so that any document or plan called for in any document or plan but not mentioned in any other document or plan is to be executed the same as if mentioned in all agreement documents and set forth in the specifications and drawings.

SECOND: The said CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, plant, labor, services and materials and all utilities and transportation, including power, fuel and water, and to perform all work necessary to construct and complete in a good and workman like manner said Project herein above mentioned and particularly described, together with the appurtenances thereto, at the location specified in the general and detail plans and specifications and in the manner designated and in strict conformity with the notice inviting sealed proposals, the proposal submitted and accepted, and said general and detail plans and specifications adopted by the City Council of the City of Anaheim as aforesaid, and all Agreement documents herein above referred to. It is understood and agreed that all said plant, labor, services, materials and equipment shall be furnished and said work performed and completed by CONTRACTOR as an independent contractor, subject to the inspection and approval of CITY, its City Engineer, Field Engineers or Inspectors or their representatives.

THIRD: For and in consideration of the furnishing by said CONTRACTOR as herein provided of said tools, equipment, apparatus, facilities, plant, labor, services and materials, and utilities and transportation, including power, fuel and water and the performing of all work for the construction, installation and completion in strict accordance with the plans and specifications herein above referred to and the Agreement documents of said Project as herein above described together with the appurtenances thereto, said contractor shall be entitled and shall be paid by CITY, and CONTRACTOR agrees to accept in full satisfaction therefore the sum (Contract Price) (Set forth in Exhibit A), subject to any additions thereto or deductions therefrom which may be made in accordance with the provisions of the agreement documents,

SAMPLE AGREEMENT

which contract price shall be paid at the times and in the manner set forth in the specifications and addenda thereto or modifications thereof prepared by Designer prior to opening of bids.

FOURTH: CONTRACTOR agrees that CONTRACTOR will pay to every laborer or mechanic employed by CONTRACTOR no less than the prevailing rate of per diem wages and rates for work, which latest rates are promulgated on the following websites: http://www.dir.ca.gov/dlsr/DPrewageDetermination.htm and http://www.wdol.gove/dba.aspx#0, and which prevailing rates or wages so ascertained and determined and so specified are incorporated herein by reference and made a part hereof the same as though set out in full herein,

Pursuant to the provisions of Section 1775 of the Labor Code of the State of California, CONTRACTOR shall forfeit as a penalty to CITY the sum of Twenty-Five Dollars ($25.00) for each calendar day or portion thereof for each laborer, workman or mechanic employed and paid less than the stipulated rates for any work done under the Agreement by CONTRACTOR or any subcontractor under CONTRACTOR in violation of the provisions of this Agreement.

CONTRACTOR agrees to comply with the provisions of Section 1777.5 of the Labor Code of the State of California.

FIFTH: Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by CONTRACTOR or by any subcontractor under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be required or permitted to work thereon any more than eight (8) hours in any one day except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of California, all of the provisions whereof are deemed to be incorporated herein. It is further expressly stipulated that for each and every violation of said last named stipulation, said CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars ($25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or any subcontractor under this Agreement, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in violation of the provisions of said sections of the Labor Code.

CONTRACTOR shall keep full, true and accurate records of the names and actual hours worked by the respective workers and laborers employed under this Agreement and shall allow access to the same at any reasonable hour to CITY, its agents or representatives and to any person having the authority to inspect the same as contemplated under the provisions of said Labor Code.

SIXTH: CONTRACTOR agrees to commence the work provided herein immediately upon the receipt of a written NOTICE TO PROCEED from CITY, and to continue in a due and diligent, workmanlike manner, without interruption, and to complete the work within the number of days (Contract Completion Days) set forth in Exhibit A (excluding Saturdays, Sundays and holidays). Delivery of an executed copy of the Agreement shall be completed when an executed copy thereof is delivered personally to CONTRACTOR or its authorized agent or representative, or when a copy thereof is placed in an envelope to said CONTRACTOR at its address as shown on the first page of this Agreement and deposited in the United States mail at Anaheim, California, with the postage thereon fully prepaid.

SAMPLE AGREEMENT

CONTRACTOR acknowledges and agrees that time is of the essence in the performance of work provided in the agreement. CONTRACTOR agrees that all certificates of insurance and bonds (or approved alternative forms of security) required by the Agreement, together with three (3) copies of the Agreement fully executed by CONTRACTOR, (collectively referred to herein as the "Contract, Insurance and Bond Documents") shall be delivered to CITY by CONTRACTOR on or before the twenty-first (21st) calendar day ("Document Deadline Date") following the Award Date set forth in Exhibit A. CONTRACTOR further acknowledges and agrees that no NOTICE TO PROCEED with the work shall be given to CONTRACTOR by CITY until such time as CITY has received and approved said Contract, Insurance and Bond Documents. In the event said Contract, Insurance and Bond Documents are not received by CITY on or before said Document Deadline Date, CONTRACTOR agrees to the deduction of one (1) working day from the number of Contract Completion Days set forth in Exhibit A for every day in delay of receipt by CITY of the Contract, Insurance and Bond Documents beyond the Document Deadline Date. Said deduction shall be alternative to any other remedy available to CITY upon CONTRACTOR's failure to provide said Contract, Insurance and Bond Documents on or before the Document Deadline Date, including the right of CITY to refuse to execute and deliver the Agreement due to such failure by CONTRACTOR and to take such other action as may be authorized by law. In the event said Contract, Insurance and Bond Documents are not received by CITY on or before the Document Deadline Date, the subsequent delivery of a fully executed copy of this Agreement to CONTRACTOR by CITY shall be deemed an election by CITY to exercise the deduction of working days provision of this Paragraph without further notice to CONTRACTOR being required.

SEVENTH: All tools, equipment, apparatus, facilities, plant, labor, services and materials shall be furnished and work performed and completed subject to inspection, the final approval, and acceptance of CITY or its authorized representatives.

EIGHTH: Should any dispute arise respecting the true value of any work omitted or of any work which CONTRACTOR may be required to do, or respecting the size of any payment to CONTRACTOR during the performance of the Agreement, said dispute shall be decided by the Engineer of CITY, subject to the approval of CITY.

NINTH: CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY, its engineering or representatives, to all parts of the work and to the jobs wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested without timely notice to CITY of its readiness for inspection and without the approval thereof, or consent thereto by the latter.

TENTH: Contractor hereby releases and agrees to indemnify and hold harmless CITY, its officers, agents, employees, and representatives for damage to property or for injury to or death of any persons and from all claims, demands, actions, of any kind whatsoever, arising out of or encountered in connection with this Agreement or the prosecution of work under it, whether such claims, demands, actions, or liability are caused by CONTRACTOR, CONTRACTOR's agents or employees or products installed on the Project by CONTRACTOR or subcontractors, excepting only such injury, death, or damages as may be caused solely and exclusively by CITY. Such indemnification shall extend to all claims, demands, actions, or liability for injuries, death or damages, occurring after completion of the Project as well as during

SAMPLE AGREEMENT

the work's progress. CONTRACTOR agrees that it shall at its own cost, expense and risk, defend CITY, its officers, agents, employees, and representatives in any and all claims, demands, actions, suits or other legal proceedings which may be brought or instituted against CITY, its officers, agents, employees, or representatives.

Without limiting CITY'S right to indemnification, it is agreed that CONTRACTOR shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than $1,000,000. This coverage requires a Waiver of Subrogation Endorsement.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Bodily Injury, Personal Injury Liability, Products/Completed Operations Liability, and Independent CONTRACTOR'S Liability, in an amount not less than Two Million Dollars ($2,000,000)and Four Million Dollars ($4,000,000) annual aggregate written on an occurrence form. Such insurance shall be written on a primary basis but may include a deductible of more than Ten Thousand ($10,000) per occurrence, provided that such deductible or self-insured retention is disclosed to CITY, in writing, at the inception of this Agreement.

**Commercial Automobile Liability Coverage** as required by California law, including—as applicable—owned, non-owned, and hired autos, in an amount not less than $2,000,000 per occurrence, combined single limit.
CONTRACTOR is responsible for the satisfaction of any applicable deductible or self-insured retention without regard to City resources.
**Commercial Automobile Liability Coverage** as required by California law, including—as applicable—owned, non-owned, and hired autos, in an amount not less than $2,000,000 per occurrence, combined single limit.
Any required coverage written with primary and excess layers to satisfy the minimum requirements of this Agreement must be submitted for approval, which shall not be unreasonably withheld, by ANAHEIM's Risk Manager prior to the inception of the final Agreement.

CONTRACTOR is responsible for the satisfaction of any deductible or self-insured retention obligation.

CONTRACTOR agrees that this insurance shall not be voluntarily cancelled by CONTRACTOR or limited in scope or coverage by CONTRACTOR until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805. This does not apply to cancellation for non-payment of premium, which requires notice of not less than ten (10) days.

Each insurance policy, except policies for Workers' Compensation, required by this Agreement, shall contain the following clauses or shall otherwise provide for the following conditions:

SAMPLE AGREEMENT

"It is agreed that any insurance maintained by CONTRACTOR pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self- insurance maintained by the City of Anaheim and County of Orange."

"The City of Anaheim, County of Orange, its officers, agents, employees, representatives and CITY- designated volunteers are added as additional insured as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim and County of Orange."

Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to CITY insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide CITY (i) endorsements to the insurance policies that add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to CITY evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an *A. M. Best's* rating of A VII or higher, or (iii) otherwise acceptable to CITY, with prior written permission from CITY. In the event that a claim or other legal action is filed against CITY, and if CITY, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then CITY has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONTRACTOR shall fully defend, hold harmless, and indemnify CITY against any such claim or other legal action.

In addition to other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) that become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;

2. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM may have and is not the exclusive remedy for CONTRACTOR'S failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed in any way as limiting the extent that an CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S , (or CONTRACTOR'S AGENT or SUB-AGENT, if any) performance of the work covered under this Agreement.

SAMPLE AGREEMENT

In the event CONTRACTOR hires other persons or firms to perform some of the work related to this Agreement, CONTRACTOR shall ensure (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii) that such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of CONTRACTOR under this Agreement shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to CITY.

ANAHEIM'S Risk Manager is hereby authorized to amend or reduce the requirements set forth herein if such CONTRACTOR-generated requested amendment or reduction request is in ANAHEIM'S best interest.

ELEVENTH: CONTRACTOR shall under no circumstances assign this Agreement without the written permission of CITY.

In addition to the change orders and extra work specified and provided for in the plans and specifications, CITY may at any time during the progress of said work when the public interest and necessity so require or when it is for the best interest or advantage of CITY so to do, request any alterations, deviations, additions to or omissions from said Agreement, specifications or plans or the work, labor and materials to be furnished thereunder, and the same shall in no way affect or make void this Agreement, but will be added to or deducted from the amount of said Contract Price as the case may be. Any alterations, additions or deviations requiring extra work shall be compensated for as provided in the specifications, unless otherwise mutually agreed upon.

TWELFTH:

(A) Inspection of Records - CITY, through its authorized agents, engineers or representative, shall have the right to inspect all work as it progresses and shall have access to all payrolls, records of personnel, invoices of materials and any and all other data relevant to the performance of this Agreement. There shall be submitted to CITY through its authorized agents, the names and addresses of all personnel and such schedules of cost of labor, cost and quantities of materials and other items, supported as to correctness by such evidence as, and in such form as, CITY through its authorized agents or representatives may require. The submission and approval of such schedules, if required shall be a condition precedent to the making of any payments under the Agreement.

(B) There shall be provided for the use of the CITY Engineer of CITY inspectors such reasonable facilities as they may request.

(C) CONTRACTOR shall furnish to CITY the names and addresses of all subcontractors on the Project at the earliest date practicable.

THIRTEENTH: CONTRACTOR shall notify CITY or its engineer a sufficient time in advance of the manufacture or production of materials to be supplied by

SAMPLE AGREEMENT

CONTRACTOR under this Agreement in order that CITY may arrange for mill or factory inspection and the testing of same.

Any material shipped by CONTRACTOR from the factory prior to having passed such testing and inspection by CITY's engineer or prior to the receipt of notice from said engineer that such testing and inspection will not be required, shall not be incorporated on the job.

CONTRACTOR shall also furnish to CITY, in triplicate, certified copies of all required factory and mill test reports.

FOURTEENTH: It is hereby understood that the time for the completion of said Agreement work is the number of Contract Completion Days as specified in Paragraph "SIXTH" hereof, excluding Saturdays, Sundays and holidays, subject, however, to delays caused by reason of a suspension ordered by the City Engineer or because of any other act or neglect of CITY or its officers or employees without contributory fault or negligence on the part of CONTRACTOR or his agents or employees or subcontractors, or if the work should be delayed by fire, storm, flood or other acts of God, by war or act of public enemies, by restriction of the use of, procurement of, or inability to obtain materials, by strikes, by unusual delay in transportation, unavoidable casualties or any cause beyond the control and without the fault and negligence of CONTRACTOR, or for any other reason which, in the opinion of the City Engineer of CITY, is proper justification for delay. The time for completion shall be extended for the length of time equal to the delay caused by any other reason which, in the opinion of the City Engineer of CITY, is proper justification for delay. The time for completion shall be extended for the length of time equal to the delay caused by any of the above-mentioned causes. And should the work not be completed within the time herein specified or any extension thereof, to the satisfaction of CITY, there shall be deducted from the final payment to CONTRACTOR a sum per day as Liquidated Damages (set forth in Exhibit A), and not as a penalty, for each day's delay after the expiration of such period until the final acceptance of the work and its delivery to said CITY. It is further understood and agreed that should CONTRACTOR fail to furnish the plant, materials, equipment and do and perform all work and labor as herein provided in the manner herein set forth in good and workmanlike manner, it shall, in addition to any other penalties provided in the Agreement documents, be liable to CITY for all losses or damages that the latter may suffer on account thereof.

FIFTEENTH: CITY may withhold from CONTRACTOR so much of accrued payments as may be necessary to pay laborers and mechanics employed on the work the difference between the rate of wages required by this Agreement to be paid to laborers and mechanics on the work and the rate of wages actually paid to such laborers or mechanics.

SIXTEENTH: CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of employees on the Project, and applicable provisions of State and local laws and building and construction codes shall be observed by CONTRACTOR. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in construction of the Associated General Contractors of America unless such provisions are incompatible with State or Municipal laws or regulations, in which event such State or Municipal laws or regulations shall control.

SAMPLE AGREEMENT

SEVENTEENTH: CONTRACTOR shall insert appropriate provisions in all subcontracts relating to this Project to insure the fulfillment of Paragraphs l to l8 inclusive.

EIGHTEENTH: In the event that any of the provisions of this Agreement are violated by CONTRACTOR or by any subcontractor under any subcontract on the Project, CITY may terminate the Agreement by serving written notice upon CONTRACTOR of its intention to terminate such Agreement and, unless within ten (l0) days after the serving of such notice, such violation shall cease, the Agreement shall, upon the expiration of said ten days, cease and terminate. As to violations of the provisions of this Agreement which cannot be remedied or corrected within ten days, said Agreement shall, at the option of CITY, cease and terminate upon the giving of like notice. In the event of any such termination for any of the reasons above-mentioned, CITY may take over the work and prosecute the same to completion by Agreement or otherwise for the account and at the expense of CONTRACTOR and/or subcontractor or subcontractors, and CONTRACTOR and its sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination, and CITY may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of work and necessary therefore. This clause shall not be construed to prevent the termination, for other causes, authorized by law or other provisions of this Agreement.

NINETEENTH: Whenever in the specifications any material or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words "OR EQUAL," and the bidder, in the proposal submitted by bidder, may offer any material or process which shall be equal in every respect to that so indicated or specified.

If the bidder shall not offer any substitute in said proposal or if a substitute so offered by the bidder is not found to be equal to that so indicated or specified by name, if one only be so specified or named, or, if more than one be so specified or named, then such one as shall be specified in the proposal, or if none be so specified, then such one shall be required by CITY.

TWENTIETH: If CONTRACTOR should neglect to prosecute the work properly or fail to perform any provisions of this Agreement, CITY, after three days' written notice to CONTRACTOR, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR; provided, however, that the City Engineer of CITY shall approve such action and certify the amount thereof to be charged to CONTRACTOR.

TWENTY-FIRST: If CONTRACTOR should be adjudged a bankrupt, or should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency of CONTRACTOR, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials to construct and complete said Project within the time herein required, in a good and workmanlike manner, or if CONTRACTOR should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances or the instructions of CITY or its duly authorized engineers, inspectors or representatives, or otherwise be guilty of a substantial violation of any provision of the agreement

SAMPLE AGREEMENT

documents, then CITY, upon the certification of its CITY and Consulting Engineers that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving CONTRACTOR five (5) days' written notice, terminate the employment of said CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to CONTRACTOR. If such expense shall exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. The expense incurred by CITY as herein provided, and the damage incurred through CONTRACTOR's default, shall be certified by the City Engineer.

TWENTY-SECOND: It is expressly understood and agreed that CONTRACTOR herein named in the furnishing of all plant, labor, services, materials and equipment and performing the work as provided in this Agreement is acting as an independent contractor and not as the agent, servant or employee of the City of Anaheim.

TWENTY-THIRD: It is expressly understood and agreed that CONTRACTOR shall comply throughout the entire term of this Agreement with the all express requirements of Labor Code Sections 1725.5, 1771.1, 1771.4 and 1776, including but not limited to, compliance with contractor and subcontractor registration and requirements related to certified payroll records.

TWENTY-FOURTH: Any notices, demands, correspondence, or communications required or permitted to be given by this Agreement shall be sufficiently given by CONTRACTOR when received by CITY at the Office of the City Clerk, Anaheim Civic Center, 200 South Anaheim Boulevard, Anaheim, California 92805. CONTRACTOR shall concurrently mail a copy to the City Engineer at 200 South Anaheim Boulevard, Second Floor, Anaheim, California 92805.

Any notice, demands, correspondence or communications required or permitted to be given by this Agreement shall be sufficiently given by CITY when placed in the United States mail, postage prepaid to CONTRACTOR at CONTRACTOR's address shown on Page 1 of this Agreement.

Either party may, from time to time, designate a different address to which such notice, demands, correspondence or communications are to be delivered.

TWENTY-FIFTH: Unless a different date is provided in this Agreement, the Effective Date shall be the latest Date of Execution, hereinafter set forth below the names of the signators hereto. Should CONTRACTOR fail to enter a Date of Execution, the Effective Date shall be the Date of Execution by CITY.

***[Remainder of page intentionally left blank]***

SAMPLE AGREEMENT

DATE OF EXECUTION

**CITY OF ANAHEIM**
A municipal corporation,

_____

By: _____
Rudy Emami, Director of Public Works

"CITY"

ATTEST:
THERESA BASS, CITY CLERK

By: _____

DATE OF EXECUTION:

_____

By: _____

Title: _____

"CONTRACTOR"

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

By: _____
Bryn M. Morley
Deputy City Attorney

Date: _____

SAMPLE AGREEMENT

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE OF COMPLIANCE

As used in this Certificate, the word "Contract" shall mean either "Contract" or "Subcontract." The word "CONTRACTOR" shall mean either "Contractor", "Subcontractor", or "Sub-Subcontractor".
The undersigned CONTRACTOR certifies the following to the City of Anaheim:

**COMPLIANCE REPORTS:**

That if the CONTRACTOR has participated in a previous Contract subject to the rules and regulations on Equal Opportunity set forth in 41 Code of Federal Regulations Part 60, it has filed with the Joint Reporting Compliance of the United States Department of Labor, the appropriate Government Agencies or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements, or if it has not, it agrees to do so promptly and before any Contract is awarded.

**NON-DISCRIMINATION:**

During the performance of any Contract placed with it by the City of Anaheim, the CONTRACTOR agrees as follows.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, sex, creed, color or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, creed, color or national origin. Such action shall include, but not be limited, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, creed, color or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a Collective Bargaining Agreement or other Contract or understanding, a notice of advising the labor union or worker's representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

SAMPLE AGREEMENT

The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, with the rules, regulations, and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further City Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided by Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**AFFIRMATIVE ACTION PROGRAM:**

The CONTRACTOR's attention is directed to Section 60-4 of Title 41 of the Code of Federal Regulations, related to Construction Contractors Affirmative Action Requirements, and applying to all Contractors and/or Subcontractors which hold any Federal or federally assisted construction contract in excess of $10,000. The regulations are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site.

The CONTRACTOR's attention is further directed to Section 60-4.3(a) 7 of Title 41 of the Code of Federal Regulations, related to the specific affirmative actions that Contractors and subcontractors are obligated to implement and document.

The CONTRACTOR certifies that he has developed and has on file at each of his establishments a written Affirmative Action Compliance Program, as is called for in Section 60-4 of and pursuant to Part 60-2 of Title 41 of Code of Federal Regulations, and that such Affirmative Action Compliance Program is current, or if it is not, within 120 days after receipt of any order, the undersigned firm agrees to develop and maintain a written Affirmative Action Compliance Program, for each of his facilities unless such firm is not required by law or regulation to develop such program.

SAMPLE AGREEMENT

**CERTIFICATION OF NON-SEGREGATED FACILITES:**

The CONTRACTOR certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any locations, under its control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this Certification is a violation of the Equal Opportunity Clause of any Contract placed with it. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, which are segregated by explicit directive or in fact segregated on the basis of race, religion, sex, creed, color or national origin because of habit, local custom or otherwise.

The CONTRACTOR further certifies that it will obtain identical certifications from proposed Subcontractors and/or Sub-Subcontractors prior to the award of Subcontractors exceeding $10,000 covering the procurement of personal property and non-personal services (including construction).

By:_____

Title:_____

Print Name: _____

SAMPLE AGREEMENT

PREMIUM

# LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of Orange County, California, has awarded to _____, License No. _____, (hereinafter called "Principal"), a contract for _____ _____.
Account No. _____

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Anaheim to secure the claims to which reference is made in Part 6 of Division 4 of the Civil Code of the State of California (commencing with Section 8000).

NOW, THEREFORE, said Principal and _____, as corporate Surety are held firmly bound unto the City of Anaheim and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in Part 6 of Division 4 of the Civil code of the State of California (commencing with Section 8000) in the sum of _____($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Part 6 of Division 4 of the Civil Code of the State of California (commencing with Section 8000), so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, the name and corporate seal of each corporate party being

SAMPLE AGREEMENT

hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: _____
PRINCIPAL

By: _____
PRESIDENT

By: _____
SECRETARY

SURETY

_____
Attorney in Fact

CORPORATE ADDRESS OF SURETY

_____

_____

APPROVED AS TO FORM:

ROBERT FABELA,
CITY ATTORNEY

By: _____

Dated: _____

SAMPLE AGREEMENT

PREMIUM

# FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of Orange County, California, has awarded to _____, License No. _____, (hereinafter called "Principal"), a contract for _____
_____.
Account No. _____.

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, as Principal, and _____, as Surety, are held and firmly bound unto the City of Anaheim, a municipal corporation (hereinafter called "City"), in the penal sum of _____, ($_____), 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, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the above bounded 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 provisions in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

The said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purpose be deemed an original thereof, have been duly executed by the Principal and Surety herein named, the name and corporate seal of each corporate party being

SAMPLE AGREEMENT

hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: _____
PRINCIPAL

By: _____
PRESIDENT

By: _____
SECRETARY

SURETY

_____
Attorney in Fact

CORPORATE ADDRESS OF SURETY

_____

_____

APPROVED AS TO FORM:

ROBERT FABELA,
CITY ATTORNEY

By: _____

Dated: _____

SAMPLE AGREEMENT

(SAMPLE)

Premium

# FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of the State of, California, in the County of Orange has awarded to _____, License No. _____ (hereinafter called "Principal"), a contract for _____, which said contract is hereby referred to and made a part hereof; 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, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Anaheim, a municipal corporation (hereinafter called "City"), in the penal sum of _____DOLLARS ($_____), lawful money of the Unites States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the above bounded 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 provisions in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

The said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have 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.

_____
Principal

By _____
President

By _____
Secretary

_____
Surety

_____
Attorney in Fact

CORPORATE ADDRESS OF SURETY:

_____

_____

_____

APPROVED AS TO FORM:

MICHAEL R.W. HOUSTON
CITY ATTORNEY

By: _____

Date: _____

Please note: All signatures must be notarized

(SAMPLE)

# LABOR AND MATERIAL BOND

Premium

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of Orange County, California, has awarded to _____, License No. _____ (hereinafter called "Principal"), a contract for _____, which said contract is hereby referred to and made a part hereof: and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Anaheim to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate Surety are held firmly bound unto the City of Anaheim and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California in the sum of _____ DOLLARS ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Title 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 _____, in 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.

_____
Principal

By _____
President

By _____
Secretary

_____
Surety

_____
Attorney in Fact

CORPORATE ADDRESS OF SURETY:

_____

_____

_____

APPROVED AS TO FORM:

MICHAEL R.W. HOUSTON
CITY ATTORNEY

By: _____

Date: _____

Please note: All signatures must be notarized

AAR-11782.B

# SECOND AMENDED AND RESTATED

# COMMUNITY WORKFORCE AGREEMENT

# BY AND BETWEEN THE

# CITY OF ANAHEIM

# AND

# LOS ANGELES/ORANGE COUNTIES

# BUILDING AND CONSTRUCTION TRADES COUNCIL

# AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS

# SIGNING THIS AGREEMENT

TABLE OF CONTENTS Page


| | | |
|---|---|---|
| ARTICLE 1 | DEFINITIONS | 2 |
| ARTICLE 2 | SCOPE OF THE AGREEMENT | 3 |
| ARTICLE 3 | UNION RECOGNITION AND EMPLOYMENT | 7 |
| ARTICLE 4 | UNION ACCESS AND STEWARDS | 11 |
| ARTICLE 5 | WAGES AND BENEFITS | 12 |
| ARTICLE 6 | HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS | 12 |
| ARTICLE 7 | WORK STOPPAGES AND LOCKOUTS | 14 |
| ARTICLE 8 | WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES | 18 |
| ARTICLE 9 | MANAGEMENT RIGHTS | 19 |
| ARTICLE 10 | SETTLEMENT OF GRIEVANCES AND DISPUTES | 21 |
| ARTICLE 11 | REGULATORY COMPLIANCE | 22 |
| ARTICLE 12 | SAFETY AND PROTECTION OF PERSON AND PROPERTY | 23 |
| ARTICLE 13 | TRAVEL AND SUBSISTENCE | 23 |
| ARTICLE 14 | APPRENTICES | 24 |
| ARTICLE 15 | WORKING CONDITIONS | 25 |
| ARTICLE 16 | PRE-JOB CONFERENCES | 25 |
| ARTICLE 17 | LABOR/MANAGEMENT COOPERATION | 25 |
| ARTICLE 18 | SAVINGS AND SEPARABILITY | 26 |
| ARTICLE 19 | WAIVER | 26 |
| ARTICLE 20 | AMENDMENTS | 27 |
| ARTICLE 21 | DURATION OF THE AGREEMENT | 27 |
| ATTACHMENT A – LETTER OF ASSENT | | 29 |
| ATTACHMENT B – ORANGE COUNTY ZIP CODES | | 30 |
| ATTACHMENT C – CRAFT REQUEST FORM | | 32 |
| ATTACHMENT D – LIST OF NEUTRAL ARBITRATORS | | 34 |
| ATTACHMENT E – SUBSTANCE ABUSE POLICY | | 35 |

# COMMUNITY WORKFORCE AGREEMENT

This Second Amended Restated Community Workforce Agreement ("Agreement") is entered into on _____, 2024 ("Effective Date"), by and between the City of Anaheim, a municipal corporation and charter city ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the procedures for the City, Contractors, and craft employees represented by the Unions and engaged in Project Work. The City, Trades 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 for the duration of this Agreement, the City agrees that all Project Work (as defined in Section 2.2.) will be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement by signing a Letter of Assent (a form of which is attached as **"Attachment A"**), and to require each of its subcontractors, of whatever tier, to become so bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for those Project Work contracts to be awarded by the City.

It is further understood that the City shall actively administer and facilitate the enforcement of the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties. The City shall therefore designate a "CWA Administrator," either from its own staff or an independent contractor, to serve as the City's liaison for Contractors and Unions; to monitor compliance with this Agreement; to assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

## RECITALS

WHEREAS, the City desires to obtain construction, maintenance, repair, abandonment, relocation, and related services in connection with public contracting of its Capital Improvement Program (CIP); and

WHEREAS, the public interest, local economy, and general welfare are best served if the CIP activities are implemented without disruption due to labor disputes; and

WHEREAS, Construction Contracts entered into by the City and Contractors will be awarded in accordance with applicable provisions of the Charter of the City of Anaheim to the lowest responsive and responsible bidder subject to a competitive bidding process, the California Public Contract Code and Labor Code, including but not limited to payment of prevailing wages; and

WHEREAS, the City Council directed City staff at its meeting of March 19, 2019, to develop a Community Workforce Agreement with the Trades Council that includes the benefits of hiring local residents and other priority groups to perform such capital improvements.

WHEREAS, in order to resolve litigation filed in the Orange County Superior Court, the Parties have agreed to amend and restate the Community Workforce Agreement by modifying section 3.8.2.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

## ARTICLE 1
## DEFINITIONS

Section 1.1 "Agreement" or "CWA" means this Second Amended and Restated Community Workforce Agreement.

Section 1.2 "Apprentice" means those craft 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" or "Construction Contracts" means those contracts entered into by the City, for the construction of Project Work as specified in 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 including any Subcontractors of any tier, with respect to Project Work under this Agreement.

Section 1.4.1 "General Construction Contractor" or "GCC" means a prime Contractor retained directly by the City to perform Project Work and has entered into a Construction Contract.

Section 1.4.2 "Subcontractor" means a Contractor who is retained by a GCC, or another lower tier Contractor, to perform Project Work.

Section 1.5 "City" means the City of Anaheim, a municipal corporation.

Section 1.6 "Joint Labor/Management Apprenticeship Program" 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 "CWA Administrator" means the City's authorized representative who will be the primary liaison between the City, Contractors, and the Unions; responds to inquiries about the

CWA; monitors compliance with the CWA, and develops and implements programs set forth in the CWA.

Section 1.9 "Project", "Project Work" or "City Project" means Capital Improvement Program projects administered through the City of Anaheim Public Works Department, subject to the State of California public contracting laws, authorized by the City Council pursuant to a Construction Contract entered into by the City, and as further described in Section 2.2.

Section 1.10 "Specialty Contracts" means a contract for Project Work with a specialty contractor which is either limited to a particular single trade or craft or limited to a singular scope of work.

Section 1.11 "Master Labor Agreements" means the local collective bargaining agreements of the signatory Unions having geographic and trade jurisdiction over the Project Work and which have signed this Agreement.

Section 1.12 "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 the Master Labor Agreements.

Section 1.13 "Local Hires" means individuals identified in Section 3.5, who are employed by Contractors as craft employees to perform Project Work and have priority in being dispatched by the respective Unions.

Section 1.14 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 to all of the City's Project Work, as defined in Section 2.2, 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 planned rehabilitation. The CWA administrator will submit annual reports to the City Council on this agreement.

Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:

2.2.1 All City Project Work - prime multi-trade construction contracts that exceed five hundred thousand dollars ($500,000) and all subcontracts flowing from these prime multi-trade contracts.

2.2.2 All prime "Specialty Contracts," as defined in Section 1.10 that exceed two hundred thousand dollars ($200,000) and all subcontracts flowing from these specialty contracts.

2.2.3 The City may, at any time and at its sole discretion, determine to build additional buildings, facilities, and other projects under this Agreement which are not otherwise covered as Project Work.

2.2.4 This Agreement is not intended to, and shall not apply to any work advertised for bids or performed at any time prior to the Effective Date, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall in no way limit the City's right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction shall be performed under the terms of this Agreement if the work is not excluded per Section 2.5.

Section 2.3 Bundling of Contracts

2.3.1 The City, in its sole discretion, may seek to group (or "bundle") for bidding, contracts not meeting the threshold of Section 2.2 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

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

Section 2.4 Applicability 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:

2.5.1 Work of non-manual employees, including but not limited to: superintendents; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Equipment and machinery owned, controlled, and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, the movement of materials or goods between a Project site and lay down or storage areas for equipment and materials dedicated solely to the Project are within the scope of this Agreement;

2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to, architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their

employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the Agreement. 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 Surveyor and Inspector performing under the wage classifications of Surveyor and Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the 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;

2.5.5 Any work performed near, or leading to a site of Project Work covered by this Agreement and undertaken by Federal, State, county or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by adjacent third-party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.5.7 It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the equipment and systems, together with requirements of a manufacturer'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 the Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work or the warranty requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Owner requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Owner requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, and there are no Union signatory contractors certified by the manufacturer to install and/or perform such work, then such installation may be performed by such certified contractor. The General Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer, to the affected Union(s). When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. This shall not apply to construction equipment If there is any dispute between the manufacturer and the Union on any work that will affect the warranties or guarantees due to the City, the City will make the final determination as to who will perform the work;

2.5.8 Non-construction support services contracted by the City or City consultants in connection with a Project;

2.5.9 Off-site laboratory work for testing.

2.5.10 Coverage Exception This Agreement shall not apply if the City receives or is reasonably anticipated to receive funding or assistance from any Federal, State, local or other public entity for the Project if a requirement, condition or other term of receiving that funding or assistance is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. This provision shall not apply to Projects awarded prior to the City's application and/or receipt of such funding or assistance, so long as this Agreement does not jeopardize such funding or assistance.

2.5.11 Electrical utility and water utility work on high voltage utility equipment, water well construction, Supervisory Control and Data Acquisition (SCADA) or other computerized equipment, and other specialty utility construction work not covered by the MLAs of the Unions.

Section 2.6 Awarding of Contracts for Project Work

2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work 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 ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded Project Work covered by this Agreement.

2.6.2 It is agreed that all GCCs that have been awarded Construction Contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of any Project Work. At the time that any GCC enters into a subcontract with any Subcontractor of any tier providing for the performance of Project Work, the GCC shall provide a copy of this Agreement to said Subcontractor and shall require the Subcontractor, as a part of accepting the award from the GCC, 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 Project Work. No GCC or Subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

Section 2.7 Master Labor Agreements

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to all Contractors performing Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Contractors performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such Master Labor Agreements, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower

Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work 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 Article 7 - Work Stoppages and Lock-Outs, Article 8 - Work Assignments and Jurisdictional Disputes, and Article 10 - Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later third party agreement shall be deemed to have precedence over this Agreement unless signed by all party's signatory hereto who are then currently employed or represented at the Project. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on a Project shall be resolved under the procedures established in Article 10.

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this 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 Subscription 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 Subscription 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 each prime Contractor/GCC to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate craft Union prior to the Subcontractor beginning work on Project Work.

Section 2.8 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 not performing Project Work.

Section 2.9 Other City Work 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 2.10 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 or CWA Administrator and/or any Contractor.

Section 2.11 Completed Project Work As areas of Project 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 under the original contract.

## ARTICLE 3
## UNION RECOGNITION AND CRAFT EMPLOYMENT

Section 3.1 Recognition The Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of craft labor employed on the Project Work except as may otherwise be provided for in this Agreement. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined in Section 3.8 below.

Section 3.2 Contractor Selection of Craft Employees The Contractor shall have the right to determine the competency of craft employees, the number of craft employees required, the duties of such craft employees within their craft jurisdiction, and shall have the sole responsibility for selecting craft employees to be laid off, consistent with Section 3.3 and Section 4.3 of this Agreement. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Article 6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified craft workers through the procedures identified in this Agreement.

Section 3.3 Referral Procedures

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, 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 Local Hires on Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 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 Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and others designated by the City, to identify and refer competent craft workers as needed for Project Work, and to identify and hire individuals, particularly Local Hires, 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 workers for Project Work to be undertaken by the City.

3.3.3 The Union shall not knowingly refer a craft employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Craft Employment, and Construction Contracting
The Unions and Contractors agree that they will not discriminate against any craft 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.

Section 3.5 Employment of Local Hires

3.5.1 The Unions and Contractors 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 Hires to fulfill the requirements of the Contractors. 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 Local Hires for Project Work as further described in this Section 3.5.

3.5.1.1 Tier 1:

(a) Residents of the City and other Orange County cities or unincorporated County of Orange, as reflected on the list of U.S. Postal Service zip codes attached hereto as **Attachment B;**

(b) Veterans regardless of residency, primarily through, but not limited to, the Helmets to Hardhats program further described in Section 3.7; and

3.5.1.2 Tier 2:

(a) Residents of the surrounding cities of Buena Park, Yorba Linda, Placentia, Fullerton, Cypress, Stanton, Garden Grove, and Orange, as reflected in Attachment B; and

(b) Graduates of high schools located in Anaheim, regardless of residency.

(c) Individuals who have successfully completed a Building Trades multi-craft core curriculum pre-apprenticeship program ("MC3 Graduates"), regardless of residency.

3.5.1.3 Tier 3:

(a) All other residents of Orange County , as reflected in Attachment B; and

(b) Disadvantaged individuals, regardless of residency within Orange County, that may include, but are not limited to, formerly homeless individuals or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army.

3.5.2 A goal of 40% of the total work hours shall be performed from Local Hires including 5% from Veterans, Disadvantaged Individuals, and graduates of local high schools as described in Section 3.5.1.

3.5.3 The Unions agree to support pre-apprentice referral programs in the City or County of Orange. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for Local Hires. Additionally, Unions agree to collaborate with local non-profit organizations and high schools in Anaheim to inform individuals about career opportunities through apprenticeships and to conduct joint outreach to recent graduates through participation in job fairs or other career events.

Section 3.6 Requirements on Contractors To facilitate the dispatch of Local Hires, 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 Project Work, a sample of which is attached as **Attachment C**. When Local Hires are requested by Contractors, the Unions will refer such craft workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The City, Contractor, 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 City, Contractor, and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, 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 applicant to provide the Unions with proof of their status as an Eligible Veteran.

3.7.1 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on Project Work and the associated apprenticeship and employment opportunities for working on Project Work. 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

3.8.1 Contractors that not independently signatories to a Master Labor Agreement with the Union(s) that represent the craft employees which the Contractor employs, may hire, as needed, first, a member of their 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 work-force for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. 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 referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

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

3.8.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades 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 governmental documentation) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Trades Council.

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 classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory 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. Contractors shall notify the Union of craft employees so hired, as set forth in Section 3.5.

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

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to craft employees performing Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement 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.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

## 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 craft employees and further provided that such representatives shall notify the person charged with on-site project supervision and fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

4.2.1 Each signatory 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.

4.2.2 In addition to their work as a craft 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 craft employee's appropriate supervisor. Each steward should be concerned only with the craft employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the craft employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of their Union duties.

4.2.3 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.

4.2.4 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 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 Master Labor Agreement, 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 has been given.

## ARTICLE 5
## WAGES AND BENEFITS

Section 5.1 Wages All craft 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. This Agreement does not relieve Contractors that are direct signatories to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits

5.2.1 Contractors shall pay contributions to the established craft employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all craft employee–authorized deductions in the amounts designated in the appropriate Master Labor Agreement, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors that are direct signatories to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 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.

5.2.3 Each Contractor is required to certify under penalty of perjury and provide that certification to the CWA Administrator, who may conclusively rely on such certification, that it has paid all benefit contributions due and owing to the appropriate trust(s). Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any GCC or Subcontractor who is delinquent in such payments to assure that proper benefit contributions are made.

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 Project Work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

## ARTICLE 6
## HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall

constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Section are applicable unless otherwise provided in the applicable prevailing wage determination, construction contract neighborhood-friendly policies, as described in the Project specifications or are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Craft employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool-box or equipment at the employee's assigned work location or the place where the foreman gives instructions. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor subject to the applicable Master Labor Agreement. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2 The Parties recognize the economic impact for Project Work being undertaken by the City and agree that Parties to this Agreement desire and intend Project Work to be undertaken in an effective manner to the highest standard of quality and craftsmanship. The Parties agree that, except to the extent permitted by law, craft employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked, unless required under the applicable prevailing wage determination.

6.4.3 It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Construction Contract, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

6.6.1 Except as otherwise required by State law, craft employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive pay in accordance with the applicable Master Labor Agreement.

6.6.2 A craft employee called out to work outside of their shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the craft employee's normal shift.

6.6.3 When a craft employee leaves the job or work location of their own volition or is discharged for cause or is not working, the craft employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period in accordance with the applicable Master Labor Agreement.

Section 6.8 Make-up Days To the extent permitted by the applicable general wage determination, when a craft employee has been prevented from working for reasons beyond the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day subject to prevailing wage law.

## ARTICLE 7
## WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity The Trades 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 in 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, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, secondary strikes, sick-out strikes, and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain and maintain compliance with this Article.

Section 7.2 Employee Violations The Contractor shall discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of this Agreement, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application under this Agreement and/or failure of the involved parties to the Master Labor Agreement to enter into a new agreement. Terms and conditions of employment established during the term of the Construction Contract shall remain established and set. Otherwise to the extent that the Master Labor Agreement does expire and the parties to that Master Labor Agreement have failed to enter into a new agreement, work will continue under the terms of the Construction Contract on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors that are independently signatory to the affected Master Labor Agreement (hereinafter "Signatory Contractors"):

7.4.1 Each of the Unions with a Master Labor Agreement expiring must offer to its Signatory Contractors the right to continue working on the Project under interim agreements that retain all the terms of the expiring Master Labor Agreement, except that the Unions involved in such expiring Master Labor Agreement may each propose wage rates and Contractor contribution rates to employee benefit funds under the prior Master Labor Agreement different from what those wage rates and Contractor contributions rates that were under the expiring Master Labor Agreements. The terms of the Union's interim agreement offered to its Signatory Contractors will be no less favorable than the terms offered by the Union to any other Contractors or group of Contractors covering the same type of construction work in Orange County.

7.4.2 Each of the Unions with a Master Labor Agreement expiring must offer to its Signatory Contractors the right to continue working on the Project under all the terms of the expiring Master Labor Agreement, including the wage rates and employer contribution rates to the employee benefit funds, if the Signatory Contractor affected by that expiring Master Labor Agreement 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 all affected Signatory Contractors shall pay to its craft 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 craft employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its craft employees.

7.4.3 Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Signatory Contractors will be given one week after the particular Master Labor Agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Signatory

Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected the provisions of 7.4.2.

Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of craft employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of craft employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of craft 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 7.6 Best Efforts to End Violations

7.6.1 If a Contractor contends that there is any violation of this Article, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will promptly notify and use their best efforts to cause the cessation of any violation of this Article.

7.6.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the CWA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8.

Section 7.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits

7.7.1 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 Fund(s) in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Fund(s), the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours written notice of such failure to pay to the involved Contractor and to the CWA Administrator. Union will meet with the Contractor within the ten (10) day period to attempt to resolve the dispute.

7.7.2 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 craft employees back to work. Notwithstanding anything to the contrary, the provisions for liquidated damages or any other delay related damages under the Construction Contract remain in full force and effect.

Section 7.8 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, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify the first arbitrator identified in the List of Arbitrators attached hereto as **Attachment D**. If this arbitrator identified in Attachment D is unavailable, the Party invoking this procedure shall notify the next arbitrator listed. Should none of the named arbitrators be available, an alternate arbitrator mutually agreed upon by the Parties will be selected to hear the matter. Expenses incurred in arbitration shall be borne equally by the Contractor and Unions involved in the arbitration and the decision of the arbitrator shall be final and binding on the Contractor and Unions, 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 Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by certified mail and will be deemed effective upon receipt.

7.8.2 Upon receipt of said notice, the arbitrator selected 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 7.6, as above.

7.8.3 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 the Contractor and Unions. A failure of any Contractor or Union to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, or 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. 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 the Contractor or Unions 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 certified mail upon issuance.

7.8.5 Such award shall be final and binding on Contractor and Unions 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 affected Contractor and Union. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, the Contractor and Unions waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive the Contractor or Unions' 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 the Contractor and Unions by hand or by certified mail.

7.8.6 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 Contractor or Unions to whom they accrue.

7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Contractor and Union involved in the matter.

## ARTICLE 8
## WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Contractor 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 8.2 The Plan All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the craft 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 Contractor and Unions involved in the dispute.

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

Section 8.3 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 Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 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 7 above.

## ARTICLE 9
## MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage Project Work activities without any limitations unless expressly limited or required by a specific provision of this Agreement or a Master Labor Agreement. 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 all work activities;

(b) Hire, promote, transfer and layoff craft employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all craft employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline craft 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 Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 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 CWA 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 craft 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 Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing City services 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 City service levels and remain a good neighbor to those in the area of the Project Work. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator and 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 craft employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6.

Section 9.3 Use of Materials There will be no limitations or restrictions by Unions upon a Contractor's choice of materials, design, or 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. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties, and Guaranties

9.4.1 It is recognized that certain equipment of a highly technical and specialized nature as specified by the City or manufacturer may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. Unless otherwise required to prevent the loss of or negate manufacturer warranties, the Unions agree to install such equipment without incident and as required by the manufacturer(s).

9.4.2 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.

9.4.3 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 Project Work will precede as directed by the Contractor and the Parties shall promptly 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 10.

## ARTICLE 10
## SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

10.1.1 This Agreement is intended to establish and foster continued close cooperation between the City, Contractors, and Unions. The Trades Council shall assign a representative to this Agreement for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the Project Work efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2 The Contractors and Unions, will attempt to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall facilitate the processing of grievances under Articles 7, 8, and 10, including the scheduling and arrangements of facilities for meetings, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the Contractors and Unions to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 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 Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any craft employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the craft employee shall, through their 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(s) have a dispute and, if after conferring within ten (10) working days after the disputing Union(s) or Contractor(s) 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 Step 1 above for the adjustment of a craft employee complaint.

Step 2. The business manager of the involved Union or their designee, together with the site representative of the involved Contractor, shall notify the CWA Administrator, and conduct a meeting between the Union and the Contractor within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Union(s) and Contractor(s) 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(s) or Contractor(s) may proceed with the selection of an arbitrator from Attachment D, on a rotational basis in the order listed within seven (7) calendar days after the initial Step 2 meeting. The Union(s) and Contractor(s) shall notify the CWA Administrator of the date, time and request a meeting location for the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties.

(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 consent of the Union(s) and Contractor(s) 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 to 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 Union(s) and Contractor(s) in arbitration, shall be divided equally by the Union(s) and Contractor(s) involved. The City is responsible for providing meeting locations where the arbitration takes place.

Section 10.3 Limit on Use of Procedures The procedures contained in Article 10 shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any craft employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of Article 10 to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The CWA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the CWA Administrator shall, upon their own request, be permitted to participate fully as a party in all proceedings at such steps.

## ARTICLE 11
## REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, and their employees 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, the

CWA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the state laws and regulations, as well as the Anaheim City Charter, or resolutions on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, he City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the City, and in the absence of the Contractor or subcontractor remedying such violation, may 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 subject to the applicable Construction Contract and the California Public Contract Code.

## ARTICLE 12
## SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and craft employee compliance with applicable safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), or City safety rules, or Contractor safety rules. It is understood that craft employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

12.1.2 Craft employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. A craft employee's failure to satisfy their obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 The Contractor shall comply with the Substance Abuse Policy attached hereto as **Attachment E,** or utilize their previously established and written policy for work performed under this Agreement.

Section 12.2 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all craft employees as required by state law or regulation.

## ARTICLE 13
## TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates, and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

## ARTICLE 14
## APPRENTICES

Section 14.1 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 Hires, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Hires 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 Trades 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 14.2 Use of Apprentices

14.2.1 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 (calculated by hours worked) 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.

14.2.2 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 journeyman. The Unions and Trades Council will work to provide appropriate and maximum utilization of Apprentices and the continuing availability of both apprentices and journey-level craft workers.

14.2.3 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/she is participating.

14.2.4 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 Trades Council.

## ARTICLE 15
## WORKING CONDITIONS

Section 15.1 Working conditions shall be established by the Contractor to meet all Federal, state, and local requirements, as well as those set forth in the Master Labor Agreements.

## ARTICLE 16
## PRE-JOB CONFERENCES

Section 16.1 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) at least ten (10) days prior to commencing Project Work. All Subcontractors that have been awarded contracts by the GCC shall attend the Pre-Job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such Pre-Job conferences and may participate if they wish. All work assignments shall be disclosed by the GCC and all Subcontractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. The GCC shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate Pre-Job conference for such newly included work. At no time shall the City be responsible for additional costs related to, associated with, or resulting from jurisdictional disputes or newly included work not previously identified in the Construction Contract.

## ARTICLE 17
## LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 2.2.(a) and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Any amendment to this Agreement will require City Council approval. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of City and Union representatives present may constitute a voting quorum.

Section 17.2 Functions of Joint Committee The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the City. Notice of the date, time, and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The CWA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of City residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

## ARTICLE 18
## SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, the CWA Administrator, 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 18.2 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 of 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; provided however, that the continuance of the Project is not determined to be financially or legally detrimental to the City, at its sole and absolute discretion.

## ARTICLE 19
## 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 20
## 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. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

## ARTICLE 21
## DURATION OF THE AGREEMENT

Section 21.1 Duration

21.1.1 This Agreement shall be effective from the initial date of approval by City Council, and shall remain in effect for a period of ten (10) years. This Agreement may be terminated by written agreement signed by the Parties; provided however, that any covered Construction Contract approved Any covered Project Work awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the termination or expiration date of this Agreement.

21.1.2 This Agreement may be extended by amendment, as approved by the City Council.

IN WITNESS whereof the Parties have caused this Second Amended and Restated Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF ANAHEIM
a municipal corporation

By: _____
Rudy Emami
Director of Public Works

DATE: 10/28/24

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____
Ernesto Medrano
Executive Secretary

DATE: 8/30/2024

ATTEST:

By: _____ DATE: 11/26/2024
Theresa Bass, City Clerk

APPROVED AS TO FORM:
ANAHEIM CITY ATTORNEY'S OFFICE

By: _____
Bryn M. Morley, Deputy City Attorney

Docusign Envelope ID: D6BEFC32-2498-42CE-8BF2-0119BB7998DF

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

| | |
|---|---|
| Asbestos Heat & Frost Insulators (Local 5) | DocuSigned by: Mike Patterson |
| Boilermakers (Local 92) | Signed by: Luis Miramontes |
| Bricklayers & Allied Craftworkers (Local 4) | DocuSigned by: Lupe Aldaco |
| Cement Masons (Local 500) | DocuSigned by: Jack Alvarado |
| District Council of Laborers | DocuSigned by: Jon Preciado |
| Electricians (Local 441) | DocuSigned by: Mat Lawson |
| Elevator Constructors (Local 18) | Signed by: |
| Gunite Workers (Local 345) | Signed by: Ed Learn |
| Iron Workers (Reinforced – Local 416) | DocuSigned by: Frankie Jimenez |
| Iron Workers (Structural – Local 433) | DocuSigned by: |
| Laborers (Local 300) (remediation) | DocuSigned by: SERGIO RASCON |
| Laborers (Local 652) | Signed by: Adrian A. Esparza |
| Laborers (Local 1184) | DocuSigned by: |
| Operating Engineers (Local 12) | |
| Operating Engineers (Local 12) | |
| Operating Engineers (Local 12) | |
| Painters & Allied Trades DC 36 | Signed by: Mario Santoyo |
| Pipe Trades (Steamfitters Local 250) | Signed by: Ben Clayton |
| Pipe Trades (Local 345) | DocuSigned by: Ricardo Perez |
| Pipe Trades (Plumbers/Fitters Local 582) | DocuSigned by: Robert James |
| Pipe Trades (Sprinkler Fitters Local 709) | DocuSigned by: Todd Golden |
| Plasterers (Local 200) | DocuSigned by: Christian Betancourt |
| Plaster Tenders Local (1414) | Signed by: Jose Sanchez |
| Roofers & Waterproofers (Local 220) | Signed by: |
| Sheet Metal Workers (Local 105) | DocuSigned by: Steve Hinsen |
| Teamsters (Local 986) | Signed by: |
| Western States Regional Council of Carpenters | Signed by: Josh Roper |

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 500) _____

District Council of Laborers _____

Electricians (Local 441) _____

Elevator Constructors (Local 18) _____

Gunite Workers (Local 345) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

Laborers (Local 300) (remediation) _____

Laborers (Local 652) _____

Laborers (Local 1184) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Painters & Allied Trades DC 36 _____

Pipe Trades (Steamfitters Local 250) _____

Pipe Trades (Local 345) _____

Pipe Trades (Plumbers/Fitters Local 582) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Plaster Tenders Local (1414) _____

Roofers & Waterproofers (Local 220) _____

Sheet Metal Workers (Local 105) _____

Teamsters (Local 986) _____

Western States Regional Council of Carpenters _____

## ATTACHMENT A

## LETTER OF ASSENT

To be signed by all Contractors awarded Project Work covered by the Second Amended and Restated Community Workforce Agreement with the City of Anaheim prior to commencing work.

[Contractor's Letterhead]

CWA Administrator
City of Anaheim Public Works Department
200 S. Anaheim Blvd., Second Floor
Anaheim, CA 92805
Attn: CWA Administrator, Construction Services Division

Re: Second Amended and Restated Community Workforce Agreement - Letter of Assent

Dear CWA Administrator:

This is to confirm that [name of company] agrees to be party to and bound by the Second Amended and Restated Community Workforce Agreement with the City of Anaheim effective _____, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Second Amended and Restated Community Workforce Agreement undertaken by [name of company] on the Project and [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Second Amended and Restated Community Workforce 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 State License No.: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Consistent with Section 2.6.(b).]

## ATTACHMENT B

### Tier 1

Anaheim

| | | |
|---|---|---|
| 92801 | 92807 | 92816 |
| 92802 | 92808 | 92817 |
| 92803 | 92809 | 92825 |
| 92804 | 92812 | 92899 |
| 92805 | 92814 | |
| 92806 | 92815 | |

### Tier 2

| Buena Park | Yorba Linda | Placentia | Fullerton |
|---|---|---|---|
| 90620 | 92885 | 92811 | 92831 |
| 90621 | 92886 | 92870 | 92832 |
| 90622 | 92887 | 92871 | 92833 |
| 90624 | | | 92834 |
| | | | 92835 |
| | | | 92836 |
| | | | 92837 |
| | | | 92838 |

| Cypress | Stanton | Garden Grove | Orange |
|---|---|---|---|
| 90630 | 90680 | 92840 | 92869 |
| | | 92841 | |
| | | 92842 | |
| | | 92843 | |

### Tier 3

Remaining zip codes in Orange County

| | | |
|---|---|---|
| 90623 | 92602 | 92614 |
| 90631 | 92603 | 92615 |
| 90632 | 92604 | 92616 |
| 90633 | 92605 | 92617 |
| 90720 | 92606 | 92618 |
| 90721 | 92607 | 92619 |
| 90740 | 92609 | 92620 |
| 90742 | 92610 | 92623 |
| 90743 | 92612 | 92624 |

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# ATTACHMENT C
# CITY OF ANAHEIM CWA
# CRAFT REQUEST FORM

**TO THE CONTRACTOR:** Please complete and submit this form to the applicable Union to request craft workers that fulfill the hiring requirements for this Project. After submitting your request, please call the Union Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Second Amended and Restated Community Workforce Agreement with the City of Anaheim establishes a goal that 40% of the total work hours shall be from Local Hires, defined in the Agreement as follows: Tier 1: Residents of City of Anaheim, Veterans , regardless of residency; Tier 2: Residents of Cities of Buena Park, Yorba Linda, Placentia, Fullerton, Cypress, Stanton, Garden Grove, and Orange, and graduates of Anaheim High Schools, regardless of residency; and MC3 Graduates, regardless of residency; Tier 3: Residents of the remaining zip codes in Orange County and Disadvantaged Individuals (defined as "formerly homeless individuals or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army"), regardless of residency. There is also a goal that 5% of the total work hours shall be from Veterans, Disadvantaged Individuals, and Anaheim high schools graduates.

**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:** CWA Administrator

**From:** Company: _____ Issued By: _____

Contact Phone :(___) _____ Contact Fax: (___) _____

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

| Craft Classification ( i.e., plumber, painter, etc.) | Journeyman or Apprentice | Local Hire or General Dispatch | Number of workers needed | Report Date | Report Time |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| **TOTAL WORKERS REQUESTED =** _____ | | | | | |

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

**Comment or Special Instructions:** _____

## UNION USE ONLY

| |
|---|
| Date dispatch request received: |
| Dispatch received by: |
| Classification of worker requested: |
| Classification of worker dispatched: |

## WORKER REFERRED

| |
|---|
| Name: |
| Date worker was dispatched: |
| Is the worker referred a: (check all that apply) |

| | | |
|---|---|---|
| JOURNEYMAN | Yes _____ | No _____ |
| APPRENTICE | Yes _____ | No _____ |
| LOCAL HIRE | Yes _____ | No _____ |
| VETERANS, DISADVANTAGED INDIVIDUALS, AND ANAHEIM HIGH SCHOOLS GRADUATES | Yes _____ | No _____ |
| GENERAL DISPATCH FROM OUT OF WORK LIST | Yes _____ | No _____ |

## ATTACHMENT D

## LIST OF ARBITRATORS

Mark Burstein
Fred Horowitz
Najeeb Khoury
Sara Adler
Andrea Dooley

## ATTACHMENT E

## SUBSTANCE ABUSE 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, Contractors 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 Contractor's job premises or while working on any jobsite in connection with work performed under the Second Amended and Restated Community Workforce Agreement ("CWA").

2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Contractor 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 Work 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 Contractor a violation of the CWA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.

4. A Contractor that elects to implement drug testing pursuant to this Agreement shall require all craft employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work 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 Contractor may request urine samples only. The applicant or craft employee shall not be observed when the urine specimen is given. An applicant or craft employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No craft employee of the Contractor shall draw blood from a bargaining unit craft employee, touch or handle urine specimen, 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 Contractor 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 Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor 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 SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or craft employee may request, within forty-eight (48) hours, a sample of their specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or craft employee's expense. In the event of conflicting test results the Contractor may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or craft employee has tested positive, this shall be considered sufficient grounds to deny the applicant or craft employee their employment on the Project Work.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:

1. Craft 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 Contractor may test employees following thirty (30) days advance written notice to the craft 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 Contractor may test a craft employee where the Contractor has reasonable cause to believe that the craft employee is impaired from performing their 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. Craft employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

g. Applicants or craft 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 Contractor 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 craft employee or subcontractor's craft 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 craft employees;

d. Testing shall be conducted by a SAMHSA 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 Contractor to remove the craft 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 craft 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 craft employees, if tested positive, shall have the prerogative for rehabilitation program at the craft employee's expense. When such program has been successfully completed the Contractor shall not discriminate in any way against the craft employee. If work for which the craft employee is qualified exists, he/she shall be reinstated.

11. The Contractor 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 Contractor 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 craft employee on any subsequent occasion.

12. The Contractor shall indemnify and hold the City of Anaheim and Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Attachment E and/or any program permitted hereunder.

13. Craft employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from craft employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Craft employees enrolled in substance abuse programs shall be subject to all Contractor 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 policy 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 | 0.02% | CG/MS | 0.02% |
| Amphetamines | EMIT | 1000 ng/m* | 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 | 2000 ng/ml* | CG/MS | 2000 ng/ml* |
| PCP (Phencyclidine) | EMIT | 25 ng/ml* | CG/MS | 25 ng/ml* |
| THC (Marijuana) | EMIT | 50 ng/ml* | CG/MS | 15 ng/ml* |
| Propoxyphene | EMIT | 300 ng/ml | CG/MS | 100 ng/ml |

* SAMHSA 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.

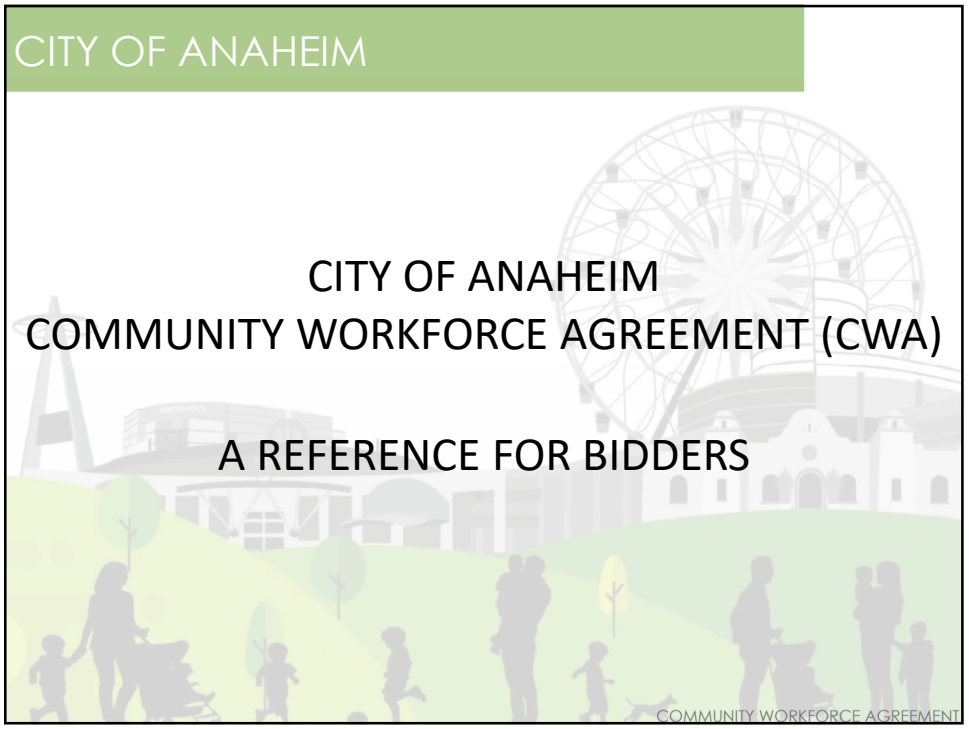
EMIT - Enzyme Immunoassay
CC/MS - Gas Chromatography/Mass Spectrometry

## SIDE LETTER OF AGREEMENT
## TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the Unions and Contractors hereto that a Contractor 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 craft 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 craft 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 craft employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or craft 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 craft 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.

# APPENDIX H




1




2

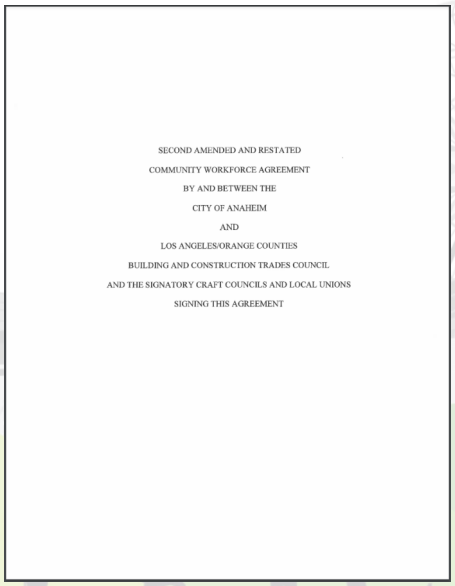
## COMMUNITY WORKFORCE AGREEMENT

- The original version of the City's CWA, the Amended and Restated Community Workforce Agreement, 2019 - 2024, will not be in effect going forward.
- The City recently approved and adopted a new version of the CWA, The Second Amended and Restated Community Workforce Agreement, 2024 – 2034, that contractors should now review.
- The Second Amended and Restated CWA is incorporated by reference in the Construction Contract and can be accessed on the City's website at:
  - https://local.anaheim.net/wfiles/?fileID=R7A-1U8



3

## COMMUNITY WORKFORCE AGREEMENT


SECOND AMENDED AND RESTATED
COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN THE
CITY OF ANAHEIM
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS
SIGNING THIS AGREEMENT



4

# KEY CHANGES

| CWA CATEGORY | FIRST AMENDED CWA (2019 – 2024) | SECOND AMENDED CWA (2024 – 2034) |
|---|---|---|
| PROJECT APPLICABILITY | Pre-determined list consisting of larger capital improvement projects | Based on project budget:<br>> $500,000 for multi-trade projects<br>> $200,000 for single-trade projects |
| AGREEMENT DURATION | 5 years | 10 years |
| LOCAL HIRE TARGETS | 35% hours from the following target groups:<br>• Anaheim and Orange County residents<br>• Veterans, regardless of residency, primarily through the Helmets to Hardhats program<br>• Graduates of high schools in Anaheim, regardless of residency<br>• Disadvantaged individuals, regardless of residency in Orange County, including formerly homeless or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army | 40% hours from the following tiered system:<br>• Tier 1 – Residents of Anaheim, and veterans regardless of residency, primarily through the Helmets to Hardhats program<br>• Tier 2 – Residents of the surrounding cities of Buena Park, Yorba Linda, Placentia, Fullerton, Cypress, Stanton, Garden Grove, and Orange; graduates of high schools located in Anaheim, regardless of residency; individuals who have completed a Building Trades pre-apprentice program, regardless of residency.<br>• Tier 3 – All other residents of Orange County; Disadvantaged individuals, regardless of residency in Orange County, including formerly homeless or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army |



5

# LOCAL HIRING PROVISIONS

Tier 1 – Residents of Anaheim, and veterans regardless of residency, primarily through the Helmets to Hardhats program.

Tier 2 – Residents of the surrounding cities of Buena Park, Yorba Linda, Placentia, Fullerton, Cypress, Stanton, Garden Grove, and Orange; graduates of high schools located in Anaheim, regardless of residency; individuals who have completed a Building Trades pre-apprentice program, regardless of residency.

Tier 3 – All other residents of Orange County; Disadvantaged individuals, regardless of residency in Orange County, including formerly homeless or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army



6

## BIG PICTURE GOALS

- Increase the use of the local workforce to complete construction projects and develop a pipeline of construction careers within communities.
- Used to establish specific local hiring goals based upon community priorities.
- Goals are aspirational and designed to encourage and promote local hiring by private contractors who are bidding on publicly funded projects.



7

## CITY RESPONSIBILITIES

- Designation of the City's CWA Administrator
  - Ensure CWA requirements are prescribed in bid documents and conformed contracts.
- Supplemental support by CWA Administration Consultants:
  - Padilla and Associates
  - The Solis Group
- Responsibilities:
  - Compliance monitoring
  - Address inquiries
  - Maintain all required documentation
  - Review data and prepare reports on the CWA
  - Facilitate the processing of grievances
  - Serve as City's liaison and maintain relations/communication with the LA/OC Building Trades, contractors, and subcontractors



8

## CONTRACTOR REQUIREMENTS

During Bidding:

- **Read and understand the CWA**
- Comply with the Public Contract Code; Labor Code (i.e. payment of prevailing wages and fringe benefit contributions); Bid Documents (i.e. Instructions to Bidders, plans, specifications, etc.)
- Submit all questions or requests for clarification in writing.



9

## CONTRACTOR REQUIREMENTS

During Bidding:

PROPOSAL:

- Bid Item xx: Provide a lump sum for Contractor's Costs for Administration of Community Workforce Agreement (CWA) (MAY NOT EXCEED 3% OF TOTAL BASE BID)
- All costs associated with the administration of and compliance with the CWA shall be included in the bid proposal.
- The bid amount shall be an allowance used by the Prime.
- Contractor for all work associated with fulfilling its obligations to comply with the policies and procedures prescribed in the CWA, including working with the City's designated CWA Administrator to ensure full compliance with the CWA. No additional compensation will be allowed.

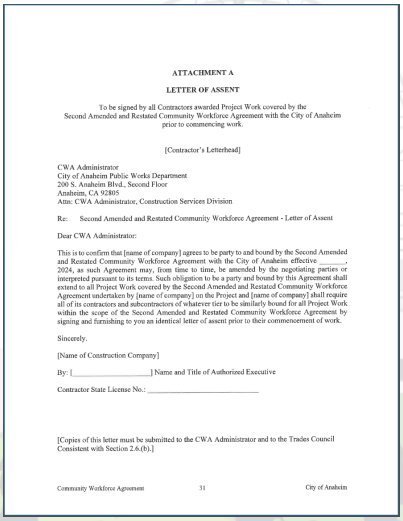


10

# CONTRACTOR REQUIREMENTS

## During Contract Award:

- The General Contractor must submit the Letter of Assent (Attachment A to the CWA) to the City no later than the 21st calendar day after receipt of Notice of Award.



**ATTACHMENT A**

**LETTER OF ASSENT**

To be signed by all Contractors awarded Project Work covered by the Second Amended and Restated Community Workforce Agreement with the City of Anaheim prior to commencing work.

[Contractor's Letterhead]

CWA Administrator
City of Anaheim Public Works Department
200 S. Anaheim Blvd., Second Floor
Anaheim, CA 92805
Attn: CWA Administrator, Construction Services Division

Re: Second Amended and Restated Community Workforce Agreement - Letter of Assent

Dear CWA Administrator:

This is to confirm that [name of company] agrees to be party to and bound by the Second Amended and Restated Community Workforce Agreement with the City of Anaheim effective _____, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Second Amended and Restated Community Workforce Agreement undertaken by [name of company] on the Project and [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Second Amended and Restated Community Workforce 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 State License No.: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Consistent with Section 2.6.(b).]

Community Workforce Agreement 31 City of Anaheim

COMMUNITY WORKFORCE AGREEMENT

11

# CONTRACTOR REQUIREMENTS

## During Contract Award:

Subcontractors and all others covered by the CWA shall submit signed Letters of Assent at the earliest of the following:

1) At the mandatory Pre-Job Conference described in Sections 8.4 and 16.1 of the CWA

2) Within 48 hours after the award of the work contained in this Contract to the awarded Contractor

3) No later than 48 hours prior to the time the subcontractor desires to gain site access and commence work at the site. Access to the site includes initial mobilization of equipment and materials.

Refer to the Standard Specification Supplement

COMMUNITY WORKFORCE AGREEMENT

12

## CONTRACTOR REQUIREMENTS

During Construction:

*Payment of prevailing wages and fringe benefit contributions*

- The employee benefit portion of a covered employee's prevailing wage must be paid into the appropriate employee benefit trust fund by the contractor – even if your company has its own benefit plan (i.e. health and welfare, vacation, apprenticeship, training funds, pension and annuity etc.).
- It is the contractor's responsibility to inform the employees of their trust fund benefits.
- Benefit contributions are not to exceed the amounts in the applicable prevailing wage determinations. The benefit contributions are part of the prevailing wage rate.
- Employer fringe benefit contributions to the trust fund accrue to the direct benefit of the employees – pay attention to vesting periods, benefit due dates and individual union requirements for benefit coverage.
- Contractors shall contribute employee benefits to the trust funds in a timely manner. Typically, the contributions are due to the trust funds on a monthly basis. Failure to pay in a timely manner can result in Trust Fund and/or State Prevailing Wage Law violations and penalties.



13

## CONTRACTOR REQUIREMENTS

During Construction:

*Procedures for the Employment of Local Hires*

- Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Hires to fulfill the requirements of the Contractors.
- To facilitate the dispatch of Local Hires, all Contractors will be required to utilize the Craft Employee Request Form (Attachment C to the CWA) whenever they are requesting the referral of any employee from a Union referral list for Project Work.
- When Local Hires are requested by Contractors, the Unions will refer such craft workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.



14

# CONTRACTOR REQUIREMENTS

During Construction:

*Core Workforce Hiring Procedures*

- Contractors not independently signatories to a Master Labor Agreement with the Union(s) that represent the craft employees which the Contractor employs, may hire, as needed:

FIRST:
A member of his/her 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.

A "core employee" is specifically defined in the CWA



15

# CONTRACTOR REQUIREMENTS

During Construction:

*Pre-Job Conferences*

- Contractors shall conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.
- Purpose: To address labor problems prior to work beginning and convey information about the project to local unions.
- Be prepared to identify subcontractors, discuss work assignments and other matters of coordination for the project. This is an opportunity to resolve any potential problems before the start of construction so the project goes smoothly.



16

## WORK ASSIGNMENTS AND JURISDICTIONAL DIPUTES

Assignment of Work: The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved.

- A jurisdictional dispute is when one or more unions disagree with a contractor's work assignment.
- The CWA utilizes a jurisdictional dispute resolution procedure known as "The Plan," which details how jurisdictional disputes are to be settled.
- The CWA Administrator and CWA Administration Consultant will work with contractors and unions to prevent jurisdictional disputes and will assist in resolving any, consistent with procedures prescribed in the CWA. Pre-Job Conferences give the contractor the opportunity to assign work and resolve jurisdictional disputes prior to work beginning.
- There will be no work stoppages or slowdowns over jurisdictional disputes.
- The CWA Administrator and CWA Administration Consultant will never make jurisdictional assignments.



17

## LA/OC TRADES COUNCIL & UNION RESPONSIBILITIES

- Comply with the terms and conditions of the CWA:
  - Serve as the primary source of craft labor employed on Project Work:
    - Recruit and refer sufficient numbers of skilled craft Local Hires to fulfill the labor requirements of the Contractor
    - Identify and hire individuals, particularly Local Hires, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs
  - Agree to no work disruption: work stoppages and lock-outs
  - Use best efforts to end violations of work stoppages and lock-outs
  - Withhold services for failure to pay wages and fringe benefits
  - Settle jurisdictional disputes and grievances
  - Attend Pre-Job Conferences prior to Contractor commencing work



18

## IMPORTANT TAKEAWAYS

- READ AND UNDERSTAND THE CWA AND SUBMIT QUESTIONS AND REQUESTS FOR CLARIFICATION PRIOR TO BIDDING.
- A contractor that does not sign a Letter of Assent cannot do Project Work.
- Know what documents to complete and when to submit them.
- Make accurate employee benefit contributions to the appropriate trust fund on behalf of your employees.
- Register your "core employees" with the appropriate hiring hall and follow proper hiring procedures.
- The CWA does not permit lockouts or work disruptions due to labor problems.
- Notify the CWA Administrator and CWA Administration Consultant immediately if any problems occur.



19

## QUESTIONS

1. Do General Contractors have to be a member of a signatory union to bid on the project?

   **No. However, General Contractors and all subcontractors must still comply with CWA requirements.**

2. Are General Contractors only allowed to hire union subcontractors?

   **No. General Contractors will still determine which Subcontractors to hire for the project. Non-signatory or non-union Subcontractors can work on the project. No craft employee covered by the CWA shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the project.**



20

## QUESTIONS

3. How will the CWA Administrator determine whether the local hire goal is achieved?

   **Local hire data is monitored by reviewing Certified Payroll Records against the number of hires, transfers, and referrals (validated with submitted Letters of Assent and Craft Request Forms).**

4. What if the union halls fail to dispatch workers in a timely manner?

   **If the unions cannot provide a local hire within 48 hours, Contractors may obtain Local Residents from any source. However, this does not relieve Contractors of the responsibility to meet the local hiring goals set forth in the CWA.**



21

## QUESTIONS

5. What if the union halls send workers who do not have the proper levels of skill and productivity?

   **You are not obligated to employ that worker. Contractors retain the authority in making individual hiring decisions. However, Contractors should document compliance efforts and address reasons for not hiring a particular worker.**

6. Will the General Contractor be penalized for failing to meet the local hiring goal?

   **Possibly. Liquidated Damages may be assessed if you are not determined to be in compliance. You will be apprised of your current local hiring percentages throughout the project. If you are falling short of the goals at a given reporting period, you will have an opportunity to correct the local hiring goals at the next reporting period.**



22

## OTHER INQUIRIES

Please direct all inquiries to:
John Martin
(714) 765-5157
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23

# Assembly Bill No. 456

**SECTION 1.** Section 9204 of the Public Contract Code is amended to read:

**9204.**

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

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

(c) For purposes of this section:

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

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

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

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

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

(3)

(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

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

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

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

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

(d) (1)

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

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

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

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

(2)

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing,

shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

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

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.