City of Pico Rivera
Request for Proposals
RFP2021 – PARK SECURITY SURVEILANCE SYSTEM

Rio Hondo Park Outdoor Security Surveillance System

Published: Friday, May 14, 2021
I. PROJECT DESCRIPTION

The City Pico Rivera ("City") is a thriving community that offers opportunities to all who live, work, and relax in the City. Situated on the eastern edge of the Los Angeles basin and the southern edge of the area known as the San Gabriel Valley, Pico Rivera is approximately 13 miles southeast of downtown Los Angeles. The City is bordered on the north by South El Monte and Whittier, on the west by Montebello, and on the south by Downey. The City has a total land area of approximately 8.3 square miles.

The City has experienced an increase in criminal activity and other issues associated, but not limited to, homelessness at park sites. As part of a plan to mitigate these issues, the City desires to install a pilot security camera system at Rio Hondo Park; located in the north part of Pico Rivera and adjacent to the Rio Hondo Channel riverbed. After installed, the pilot system will be evaluated for its effectiveness to prevent unlawful activity or help in the prosecution of such, at which time the City may desire to expand the system to other park sites as needed.

II. PROJECT GOALS & OBJECTIVES

Create a safe park environment that:

a. Encourages the safe and active use by the community to recreate;
b. Helps to deter criminal activity or issues related to homelessness;
c. Is an effective tool in the identification and prosecution criminal offenders;
d. Offers park patrons a sense of security and well-being while utilizing the park;
e. Provides full surveillance coverage of outdoor park spaces, day and night; and
f. Utilizes modern hardware and software technology that is easily upgradable and compatible with the City’s established information technology system.

III. SITE SPECIFICATIONS

Rio Hondo Park is 13 acre park that is owned and operated by the City. The 63-year-old park has several existing recreational amenities that are heavily used by City residents (an estimated 35,000 visitors use the park each year, pre-pandemic). These existing features include two heavily used handball courts, two outdoor basketball courts, a softball field, a picnic shelter, two playgrounds (2-5 yrs. & 5-12 yrs.), an open grass area, and a 6,400-square-foot Community Center building where community classes are held, and an outdoor restroom/concession building. The park is located at 8421 San Luis Potosi Place in the City of Pico Rivera.
Additional City operated park sites may be added at a later date, but are not included in this RFP. Separate task orders may be issued to extend the life of contracted services for these other sites.

IV. PROPOSED RFP AND PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
</tr>
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<tbody>
<tr>
<td>Request for Proposal is published</td>
<td>Friday, May 14, 2021</td>
</tr>
<tr>
<td>Pre-Bid Project Site Walk (not mandatory)</td>
<td>Wednesday, May 19, 2021 @ 9 a.m.</td>
</tr>
<tr>
<td>Questions from Vendors Due</td>
<td>Thursday, May 20, 2021</td>
</tr>
<tr>
<td>Questions Response by City Contact</td>
<td>Friday, May 21, 2021</td>
</tr>
<tr>
<td>Proposal submission deadline</td>
<td><strong>Monday, May 24, 2021 @ 12pm</strong></td>
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<tr>
<td>Staff Proposal Review</td>
<td>Monday, May 24, 2021</td>
</tr>
<tr>
<td>Interviews if Deemed Necessary</td>
<td>Tuesday, May 25, 2021</td>
</tr>
<tr>
<td>Anticipated City Council Award of Contract</td>
<td><strong>Tuesday, June 8, 2021</strong></td>
</tr>
<tr>
<td>Anticipated Notice to proceed</td>
<td>June 9, 2021</td>
</tr>
<tr>
<td>Project Completion</td>
<td>July 2021</td>
</tr>
</tbody>
</table>

V. CITY CONTACT

All communication regarding this RFP shall be directed to the following City contact:

Kaili Torres
City of Pico Rivera, Department of Parks and Recreation
6767 Passons Blvd.
Pico Rivera, CA 90660
Office: 562-801-4436
ktorres@pico-rivera.org

Contact with other agency employees or elected City officials regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination.

VI. SCOPE OF WORK

The City is seeking a qualified vendor that has the expertise and experience in designing, providing, installing, maintaining, and monitoring security camera systems. The City is interested in a vendor that has experience in assisting municipalities with any technical issues that may arise.

*Please note that the proposed system should be self-contained; the City will not be offering any network, or wireless/wifi support. In addition, the City’s Information Technology Division (IT)*
will not be managing the system. Lastly, Cloud recording is preferable, but not mandatory; the City is open to any design ideas the proposer offers as part of the recommended system design.

The Scope of Work under the contract shall include the following tasks:

**Objectives**
Design, acquisition and installation of the security camera system at Rio Hondo Park. The City is looking for a “turnkey” proposal; the vendor will be responsible for providing all new camera hardware, servers, and necessary cable runs, 3-year software licensing, as well as installation, mounting, and configuration of equipment and installation and configuration of software for a fully operational system.

**Installation and Configuration**
Cabling from cameras to switches is to be Cat6 or better quality.
- Cabling will be professionally installed in cabling hooks and/or cable trays.
- Wiring is to be punched down and terminated following NEC standard industry practices.
- Site has network rack with POE switches to be used for termination of needed cabling.
- Cameras will be placed in an appropriate VLAN at each site and will use DHCP for addressing.
- Vendor is responsible for all mounting hardware, brackets, conduit, and accessories as required by manufacturer and/or site conditions to successfully place the cameras per proposal.
- Vendor shall supply electrician to configure all system power needs.
- Vendor shall supply camera specifications including the following: manufacturer, model, description, any special maintenance requirements and warranty.
- Vendor shall provide, install, and configure VMS software based on City requirements - the City requires at least a **one-year (1-year) retention** policy for surveillance. The City prefers Cloud recording, but is open to the design recommendation of the proposer based on the required retention period described herein. The Vendor will provide the server and storage for these needs. Vendor will supply the appropriate server for the number of cameras. (Considering mega pixels and number of views per camera)
- Vendor shall test the VMS with each camera to verify proper operation.
- Vendor shall configure the camera frame rate and compression rates to balance quality, storage, and bandwidth utilization.
- Vendor shall configure the motion detection sensitivity. (where appropriate)
- Vendor shall configure each camera’s identification and description. (using a naming scheme that incorporates location, scheme to be approved by City staff before setup begins)
- Vendor shall provide a table or drawing including network wire/jack assignment and device location.
- All penetrations and length and type of conduit on infrastructure will be City approved before being performed by vendor.
The field of view on all cameras is to be coordinated and confirmed with City staff.
All exterior cameras will be provided with appropriate wall-mounted gooseneck and weather-proof mountings.
Vendor will provide system check, test, and start-up of the new systems.
Vendor will test each camera to verify proper operation and viewing angle.
Vendor will remove and recycle existing security camera equipment and associated cabling/wiring.
Vendor will Warranty all labor and equipment for a period of no less than 3 years. (5 years preferred)

Cameras and Coverage Areas
City is requesting a proposal of the number and type of cameras believed to be needed for the full coverage of areas desired, but may be adjusted based upon actual coverage needed.
Vendor will remove and recycle existing security camera equipment and associated cabling/wiring.
Vendor will Warranty all labor and equipment for a period of no less than 3 years. (5 years preferred)
Complete coverage of outdoor park areas including restroom entrances, handball courts, fence-line along the Rio Hondo Channel riverbed, and parking lots.

Capacity and Scalability
• The Security Camera proposal should be capable of handling 300 or more cameras across the City. However, the City only intends to include in this RFP enough licenses for the number of cameras that are proposed in this RFP.
• Ability to have unlimited user surveillance monitors; easily added or removed by City staff.
• Web-based surveillance monitoring options compatible with cellular phones.
• The proposal should have the capability to add additional cameras on demand as deemed necessary by City in the future.
• All outdoor cameras and enclosures should be vandal-proof, anti-tampering, and anti-vibration compliant.
• All cameras should have the following specifications at a minimum:
  ○ Function with Power of Ethernet (PoE) or via wifi or a combination of both
  ○ Full High Definition (1080p) resolution strongly preferred
  ○ IP66 rating to protect against dust and environmental elements
  ○ IK10 rating for vandal resistant housing
  ○ Infrared illumination for night visibility
  ○ Capability to produce video at 30 Frames Per Second or more
  ○ Image stabilizing to reduce blurring
  ○ Day and Night viewing and recording capability
  ○ Standard RJ45 connectivity including PoE capability to receive power. Some cameras may be required to use PoE injectors.
○ Motion detection either as a camera option or an option on the management interface
○ Capability to record audio if desired by the City
○ Capability to have talk-back functionality if desired by the City
○ Capability to have vehicle-plate recognition if desired by the City
○ Capability to have facial-recognition capability if desired by the City

Warranty, Support, and Maintenance

- Vendor shall provide a written manufacturer warranty agreeing to replace any portion of the project that fails due to defect in materials or workmanship. Labor for repairs shall be covered by the manufacturer for a specified period. Warranty for all installations for this project must be a minimum of three (3) years, five (5) years preferred.
- City requires an initial minimum three-year licensing and support agreement with onsite support, with the option to extend annual support after the initial three-year period has ended.
- The vendor should provide a detailed description of support offered, and the average response time for a support request.
- The vendor should provide firmware upgrades to camera hardware during the period of operation.

New Materials

- All equipment quoted by vendor shall be new. Proposals using equipment that has either reached or an announcement has been made for End-of-Life, End-of-Support, or End-of-Sales will not be entertained.
- Please provide a technical roadmap for the proposed proposals. How does the proposed proposal fit into the vendor’s current product lifecycle?
- The latest released system software version must be installed at the time of delivery. In the event a new software version is released after a portion of the system has been installed, but before the entire system is deployed, the vendor shall upgrade the software at all other previously installed locations to the latest version. In short, at the time of final contract acceptance and final contract payment, all system components installed will have the latest release level of software.
- All products proposed in the response must be “customer shipping or production” status at the time of the bid response. The Vendor may not bid products based on future releases of hardware and/or software. If the Vendor is unable to provide the proposed product(s) or feature(s) by the proposed delivery date, the Vendor will provide a comparable proposal of equal or greater value to the City, at no additional charge to the City, including services required to implement the proposal.

VII. PROPOSAL SUBMISSION
Proposers must submit three (3) sealed and unbound hard copies of the proposal and a single, PDF copy saved to a USB thumb drive. Proposals must be signed, in ink, by an individual duly authorized to bind the Proposal and must be sealed and labeled on the cover with the RFP title and Proposer’s name. Proposals will not be accepted via facsimile (fax) transmission.

Proposals must be submitted in sealed envelopes, by mail or hand delivered to the address below, by **12:00 PM on Monday, May 24, 2021**. An electronic copy of the proposal will not be accepted in-lieu of the hard copies required. Failure to comply with these instructions may render the proposal non-responsive.

City of Pico Rivera  
Attn: Kaili Torres, Senior Analyst  
Department of Parks and Recreation  
6767 Passons Blvd.  
Pico Rivera, CA 90660

The following conditions apply to this submission:

- The vendor is responsible for all costs incurred in the preparation, demonstration or negotiation of the proposal. The City shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.
- The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.
- The City reserves the right, at its sole discretion, to reject any and all proposals that are incomplete, fail to respond as required by this RFP, or for any other reason as the City deems appropriate.
- The contents of each vendor’s proposal to the City of Pico Rivera, including technical specifications for hardware, software, purchase and lease prices, and hardware and software maintenance fees – shall remain valid for a minimum of 120 calendar days from the Proposal due date.

The proposal shall include, but not be limited to the following:

1. **Cover Letter or Executive Summary**  
   Proposer shall include the name and address of the Proposer and state whether the Proposer is an individual, partnership, corporation, joint venture, special-purpose entity, or other entity. The letter should also provide the name of the person(s) authorized to make representations for the Proposer as well as his or her phone number and email address. The person authorized to represent the Proposer must sign the letter. Letter shall indicate that Proposal will be valid for a minimum of 120 days from the date of submission.
2. **Proposal Questionnaire**

   a. **Vendor Background**

   **Vendor Information**
   
   | Company Name |  
   | Address |  
   | City, State & Zip |  

   **Primary Vendor Contact**
   
   | Name and Title |  
   | Address |  
   | City, State & Zip |  
   | Phone |  
   | Email |  

   **Reseller Information (if applicable)**
   
   | Company Name |  
   | Address |  
   | City, State & Zip |  

   **Reseller Contact (if applicable)**
   
   | Name and Title |  
   | Address |  
   | City, State & Zip |  
   | Phone |  
   | Email |  

   i. Provide a brief company history including the number of years in business and if you are a public safety surveillance system Vendor or surveillance system Reseller/Partner. If you are a Reseller/Partner, please provide the same company information for your specific company in addition to the software vendor’s information for all requested information in this RFP.
ii. How many total employees does the company have and how many employees are dedicated solely to the surveillance system technology? Please include a percentage breakdown.

iii. How many agencies are currently using the vendor’s surveillance system?

iv. How many current municipality agencies have used the vendor’s surveillance system for 5 years and 10 years?

v. Has the company or any company employee ever been named in litigation or arbitration related to the company’s products or services? If so, explain.

b. **Vendor References**

Using the following format, provide at least five (5) references that are currently using a system similar to the proposed system. At least two (2) of these references must be customers who have used the system for five (5) years or more. Include the following information.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Agency</th>
<th>Address</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Install Date</th>
<th>Population</th>
<th>System in Use</th>
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**c. System Overview**

i. List the hardware and software required to implement this project.

ii. Provide a detailed map and diagram of the proposed surveillance system for Rio Hondo Park, including camera placement.

iii. The primary goal of the surveillance system is to address safety concerns and to deter against potential threats at Rio Hondo Park. Please explain how your proposed surveillance system plan will address these goals?

iv. Describe the system’s customization capabilities.
v. Can agency administrators easily establish security privileges and permissions within the system? If so, please describe.

vi. Describe the system’s data storage capabilities including local server and cloud storage options.

d. **System Requirements**
   i. Describe the system’s minimum networking requirements.
   
   ii. Will a server will be required to operate the proposed system? Describe the purpose of the proposed server.

e. **Implementation**
   i. Describe your implementation process for a project of this scope including a preliminary implementation schedule, program testing and sequence of the installation of the various applications, with a completion date no later than June 30, 2021.
   
   ii. Provide a project organization chart, identifying the project manager and the roles of key members of the implementation team.
   
   iii. Include the resume of the project manager assigned to this opportunity. Note whether the project manager is Project Management Professional (PMP) certified.
   
   iv. What tools are employed by the implementation team to collaborate with the agency regarding project milestones?
   
   v. Please describe typical customer implementation responsibilities.
   
   vi. Has the vendor ever completed an implementation after the deadline or exceeded the agreed budget? If so, describe.
   
   vii. Has the vendor ever failed to complete an implementation? If so, describe.

f. **Warranty, Maintenance, and Support**
   i. What is the length of the warranty? When does the warranty begin?
   
   ii. Does the warranty include both maintenance and support services?

g. **Maintenance**

   City of Pico Rivera

   RFP 2021 – PARK SECURITY SURVEILANCE SYSTEM
i. What is the frequency of system updates?

ii. Are there any costs associated with system updates? If so, describe.

h. **Support**
   i. Does the vendor provide support staff or do they contract with a third party provider for support?

   ii. Provide a copy of the vendor’s standard support agreement.

   iii. Describe the vendor’s standard support services.

   iv. For telephone and other support, provide the following information:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>City, State &amp; Zip</th>
<th>Location of Support Personnel</th>
<th>Number of Support Personnel</th>
<th>Average Number of Support Personnel on-duty</th>
<th>Support Hours (designate time zone)</th>
<th>Guaranteed Response Time</th>
<th>Access Phone Number</th>
<th>Website Support Information</th>
<th>Online Chat</th>
<th>Remote System Access Capabilities</th>
<th>Quality Assurance Programs</th>
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<th>Company Name</th>
<th>Address</th>
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City of Pico Rivera   RFP 2021 – PARK SECURITY SURVEILANCE SYSTEM
<table>
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<tr>
<th>Licensed Component</th>
<th>License Type</th>
<th># of Proposed Licenses</th>
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3. **Copy of All Questions and Answers, or Addenda if any**

   Proposer shall include questions and staff-responses, and/or addenda that were corresponded during the submittal timeline.

4. **Proposed Cost Estimate**
Based on the Scope of Work, all proposals must include an initial, comprehensive cost estimate inclusive of all direct and indirect costs, fees, contingencies, billable hours, etc. The City recognizes that the project budget will require adjustments based on the selection of final products, layouts, and design selected.

The information requested in this section is required to support the reasonableness of your quotation. The data will be held in confidence and will not be revealed to or discussed with the competitors. The cost breakdown should include a breakdown of equipment, software, installation, setup, and 3 years of software support.

System pricing should include everything necessary for the system to function properly upon project completion including all equipment, hardware (and server(s), software, licensing, cabling, etcetera, as well as configuration and installation of all equipment and software. It is the responsibility of the vendor to clearly identify all costs associated with the proposal, as well as any additional services or support included.

Please also provide an itemized summary of any equipment included in the summary of costs:

<table>
<thead>
<tr>
<th>TABLE - RIO HONDO PARK SURVEILLANCE SUMMARY OF COSTS</th>
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<tbody>
<tr>
<td>Camera Cost</td>
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VIII. **SELECTION PROCESS**

Recognizing that this solicitation requires multiple skillsets and areas of expertise, each proposal will be reviewed carefully based on their respective merits. Based on evaluations by staff, some
or all proposers may be invited for an interview. The evaluation and selection of a final firm will be based on the following:

- Proposal response 10%
- Demonstration of recommended security system for the Rio Hondo Park site 20%
- Reference Checks 10%
- Bid Price 20%
- How well the proposed system meets the City’s need and goals 40%

Following this review, interviews may or may not be scheduled, and then the proposal that best advances the goals and objectives of this project shall be recommended to the City Council for award.

IX. **STANDARD TERMS & CONDITIONS**

In addition to the previous requirements, the Proposer shall, at minimum, perform or make provisions for the following general requirements:

A. **Addenda**: The City reserves the right to modify and issue addenda to this RFP. A signed copy of all addenda shall be submitted as part of the proposal. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFP and any Agreement (see sample agreement, ENCLOSURE “A”), which may result from this solicitation.

B. **Additional Information**: Provide the City with any additional information it deems necessary to accurately determine Proposers ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the proposal, including reference verification to determine the responsibility of the Proposer. Furthermore, submission of a proposal constitutes permission by the Proposer for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Proposer from further consideration.

C. **Proposal Commitment**: The proposal shall be firm and binding for 120 days after the submittal deadline. Submission of a proposal shall constitute a commitment on the part of the Proposer to furnish the products/services set forth in this RFP.

D. **Proposal Errors**: City is not responsible for errors or omissions on the part of Proposers in drafting their proposals. In the event of a calculation error, the unit price shall prevail. The City is not responsible for any conclusions or interpretations made by the Proposer regarding information provided by the City.
E. **City Business License**: Obtain a City business license prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

F. **Contractual Obligation**: After the City selects a Proposer, the contents of the submitted proposal will become a contractual obligation. The RFP and any addenda, Proposer’s proposal, and the Agreement constitute the entire Agreement, as shown in “ENCLOSURE A”, between the Proposer and the City and shall incorporate the provisions thereof. Failure of the Proposer to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

G. **Disclaimer**: This RFP does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Proposer. The City makes no representation that any Agreement will be awarded. In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require City Council authorization. Furthermore, the City may re-issue the RFP at any time and for any reason at its sole discretion.

H. **Evidence of Insurance**: In the event an Agreement is awarded, Proposer shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described herein, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement: General Liability insurance presently in effect with a combined single limit of not less than $1,000,000 per occurrence, and $2,000,000 aggregate; and vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence.

I. **Late Proposal**: Late proposals will not be considered. It is the Proposer’s responsibility to ensure that the proposal arrives on or before the specified time. The City will not be responsible for proposals not properly marked and/or delivered. Postmarks will not be accepted in lieu of actual receipt.

J. **Payments and Invoicing**: Unless otherwise agreed, payment will not be made until services are delivered and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. In order to receive prompt payment, send invoices directly to: City of Pico Rivera, Attn: Accounts Payable, 6615 Passons Blvd., Pico Rivera, CA 90660.
K. **Property of City:** All proposals and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, proposals received will be subject to the California Public Records Act.

L. **Reservation of Rights:** The City reserves the right to reject all proposals, disqualify nonconforming or incomplete proposals at its sole discretion, waive deviations from the RFP, and determine whether proposers are qualified, or to make no award. The City reserves the right to issue addenda to the RFP, modify the RFP, or to withdrawal the RFP. The City may request clarification or additional information from any of the proposers at any point in the RFP process. Proposals must comply fully with the requirements detailed in this RFP. Required supporting documentation must be included as attachments and be appropriately identified. All proposers should take whatever steps they believe are necessary to reasonably establish the actual existing service information when preparing proposals.

M. **Submission Cost:** The City will not be liable for any costs incurred in the preparation of proposals or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of proposals, submission of additional information, delivery, and/or any other aspect of the RFP incurred by the Proposer are the sole responsibility of the Proposer.
ENCLOSURE “A”

(SAMPLE AGREEMENT)

AGREEMENT NO. 21-XXXX
BETWEEN THE CITY OF PICO RIVERA AND
[INSERT VENDOR NAME HERE]
FOR THE PARK SECURITY SURVEILLANCE SYSTEM

THIS SERVICE AGREEMENT FOR THE PARK SECURITY SURVEILLANCE SYSTEM (“Agreement”) is made and entered this 8th day of June, 2021 (“Effective Date”), by and between the CITY OF PICO RIVERA, a California municipal corporation (“City”) and [INSERT VENDOR NAME HERE], a corporation/llc ([INSERT BUSSINESS LICENSE NO. HERE]) (“Contractor”). Contractor’s California State Contractor’s license number is XXXXXXX.

RECITALS

A. City requires a new security surveillance system located at Rio Hondo Park; 8421 San Luis Potosi Place, Pico Rivera, California 90660 (“Project”). Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, City and Contractor hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above “Recitals” constitute a material part hereof, and shall hereby be incorporated by reference as though fully set forth herein.

2. Contract Documents. The Contract Documents consist of this Agreement, the Notice Inviting Bids, Instructions to Bidders, Bid Proposal (including documentation accompanying the Bid Proposal and any post-Bid Proposal documentation submitted before the Notice of Award), Community Workforce Agreement (CWA), CWA Letter of Assent, the Bonds, and permits from regulatory agencies with jurisdiction. In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision.
The Contract Documents are attached hereto and incorporated herein by reference. Order of preference for the Contract Documents are set forth as:

a. This Agreement
b. Notice Inviting Bids and Instructions to Bidders (“RFP 2021 – Park Security Surveillance System”)
c. Contract resulting from RFP (“RFP 2021 – Park Security Surveillance System”)
d. Bond Documents (Payment Bond and Performance Bond), attached hereto as “Exhibit A” and incorporated herein by this reference.
e. All other documents, including but not limited to all required insurance, certificates, permits, notices, schedules, forms, certifications and affidavits.

3. **Scope of Services.** Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the Project, as further described in the Contract Documents.

4. **Compensation.**

   4.1 **Contract Price and Basis for Payment.** In consideration for Contractor’s full, complete, and timely performance of the Work required by the Contract Documents, City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder’s Bid Schedule/Bid Quotation dated **May XX, 2021**, submitted with the Bid Proposal. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is **[INSERT NOT-TO-EXCEED AMOUNT]** ($XXXX) (“Contract Price”). It is understood and agreed that the quantities set forth in the Bidder’s Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder’s Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the designated “City Engineer” defined below.

   4.2 **Payments.** Prior to the first day of the month, during the progress of the work, commencing on labor start date, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven (7) days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 9 of this Agreement for retention of funds.
4.3 **Retention of Funds.** Progress payments shall be made in accordance with the provisions of Section 4.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under this Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts, if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

4.3 **Extra Work.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said extra work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer, as defined below, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of fifteen percent (15%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

5. **Contract Time.**

5.1 **Initial Notice to Proceed.** City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 30 Working Days. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within 20 Working Days after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:
- Submitting and obtaining approval of critical required submittals
5.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, City shall issue the “Notice to Proceed with Construction,” at which time Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.


6.1 Liquidated Damages. Contractor and City have agreed to liquidate damages pursuant to the cost of repair and replacement of equipment and materials, including labor and delivery costs.

7. Early Completion.

Not applicable.

8. Work after Stop Work Notice. Any work completed by Contractor after the issuance of a Stop Work Notice by City shall be rejected and/or removed and replaced.

9. Antitrust Claims. In entering into this Agreement, Contractor or offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

10. Prevailing Wages. City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply. City has entered into the CWA with the Los Angeles and Orange Counties Building and Construction Trades Council attached as Appendix I to RFP #091719, which requires the payment of prevailing wages on general public works contracts of greater than $250,000 and specialty contracts of greater than $50,000 and certain labor compliance provisions. Specialty contracts are entered into between City and specialty contractors as defined in Business and Professions Code Section 7058, including Sections 832.02 through 832.62 of Title 16 of the California Code of Regulations. Contractor awarded the Contract for the Work and all Subcontractors must agree to be bound by the CWA during performance of the Work. Each Contractor must submit a completed and executed Letter of Assent with its Agreement; failure of an Agreement to be accompanied by the Contractor’s completed and executed Letter of Assent will render the Agreement to be rejected.

An awarded Contractor shall comply with provisions of the CWA, including without limitation: (i) craft labor hiring practices; (ii) alternative dispute resolution procedures for Site grievances and jurisdictional disputes; and (iii) prevailing wage rate responsibilities. The CWA shall not apply if City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or
assistance, at the time of the awarding of the contract, is that City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organization or enter into an agreement that contains any of the terms of the CWA. Public Works projects not covered by the CWA shall be subject to the prevailing wage requirements of the California Uniform Public Construction Cost Accounting Act which has been adopted by the City.

11. **Workers’ Compensation.** Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

> “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

12. **Miscellaneous Statutory Requirements**

12.1. **Contractor License.** Contractor shall possess a California contractor’s license type for the performance of the Project.

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

12.3 **Compliance with SB 854 Registration.** This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

12.6 **Utility Relocation.** City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.
12.7 **Third Party Claims Notification.** City shall timely notify Contractor in writing of any third-party claims relating to the contract.

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

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

12.10 **Hazardous Materials and Unknown Conditions.** Contractor shall notify City in writing of the discovery of any of the following conditions, without disturbing the condition, as soon as Contractor, or any of Contractor’s subcontractors, agents or employees have knowledge and reporting is possible:

1. The presence of any material that Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Agreement.

Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

City shall promptly investigate the reported conditions. If City, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in Contractor’s cost of, or time required for, performance of any part of the work, then City shall issue a change order.

In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, Contractor shall
not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

12.11 Payroll Records. Contractor shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. Contractor and any subcontractor shall: (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. The Contractor shall inform the City of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to City, Contractor shall forfeit $100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

13. Termination.

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

13.2 Termination for Default. If at any time Contractor is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by City, and will be served upon Contractor and its sureties. If Contractor continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Contract to the satisfaction of City within the time specified in such Notice, City shall have the authority to terminate the Agreement for this Project.
13.3 **Waiver of Remedies for any Breach.** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City’s remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

a. 14. **Community Workforce Agreement.** Contractor acknowledges and agrees that Contractor and its Subcontractors of any tier each agree to comply with the terms and conditions of the Community Workforce Agreement (“CWA”) executed between the City and the Los Angeles and Orange Counties Building and Construction Trades Council, attached hereto as part of the Contract Documents. Contractor must submit a completed and executed Letter of Assent, attached hereto as “Exhibit B” and incorporated herein by this reference.

15. **Titles.** The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

16. **Authority.** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

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

19. **Independent Contractor** - Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither the City, nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractors’ officers, employees or agents, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Contract.
20. **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:  City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, California 90660  
Attention:  City Engineer  

To Contractor:  [INSERT VENDOR NAME HERE]  
[INSERT VENDOR ADDRESS HERE]  
Attention:  [INSERT NAME/TITLE HERE]  

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

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

[Signatures on following page]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF PICO RIVERA

By: ___________________________
Raul Elias, Mayor

[INSERT VENDOR NAME HERE]

By: ___________________________
NAME, TITLE

ATTEST:

By: ___________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

By: ___________________________
Arnold M. Alvarez-Glasman, City Attorney

Dated: ___________________________

Dated: ___________________________
APPENDIX I

[Insert CWA and Letter of Assent here]

[SEE ENCLOSURE B FOR FULL CWA AGREEMENT AND LETTER OF ASSENT]
EXHIBIT “A”

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of PICO RIVERA (“Public Agency”), State of California, has awarded to
________________________________________________________ (“Principal”)

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

PARK SECURITY SURVEILLANCE SYSTEM;
CIP PROJECT NO. XXXX

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the
performance of the Work, to file a good and sufficient payment Bond with the Public Agency to
secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6
of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and ______________________________________

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are
held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers,
material suppliers, and other persons employed in the performance of the Contract and referred
to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal
sum of ________________________________________________________ Dollars
($___________________), for materials furnished or labor thereon of any kind, or for amounts
due under the Unemployment Insurance Act, or for any amounts required to be deducted,
withheld and paid over to the Employment Development Department from the wages of
employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code with respect to this Work or labor, that the 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 Public Agency in successfully enforcing this 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 3 (commencing with
Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or
their assigns in any suit brought upon this Bond.
Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if 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 the Contract 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, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: ________________________________
“Principal”

______________________________
Signature:_____________________
Print Name:___________________
Title:_________________________
Date:_________________________

“Surety”

______________________________
Signature:_____________________
Print Name:___________________
Title:_________________________
Date:_________________________

______________________________
Signature:_____________________
Print Name:___________________
Title:_________________________
Date:_________________________
(Seal)

(Seal)
NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:
WHEREAS the City of PICO RIVERA (“Public Agency”), has awarded to ________________________________

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

PARK SECURITY SURVEILLANCE SYSTEM;
CIP PROJECT NO. XXXX

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.
NOW, THEREFORE, we, the undersigned Principal, and ________________________________

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of ________________________________ Dollars ($________________),
this amount being not less than the total Contract Price, in 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 hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal’s 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 the Public Agency, 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: __________________________
NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF
Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
CHECKLIST FOR EXECUTION OF AGREEMENT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

_____ Two executed and notarized copies of the Agreement
_____ Payment Bond in amount of the contract
_____ Performance Bond in amount of the contract
_____ Workers’ Compensation Certificate naming the City as a co-insured
_____ Liability insurance certificate naming the City as a co-insured
_____ Automobile insurance naming the City as a co-insured
_____ General aggregate insurance certificate naming the City as a co-insured
_____ Copy of City business license
_____ Additional insured endorsement – comprehensive general liability
_____ Additional insured endorsement – automobile liability
_____ Additional insured endorsement – excess liability
_____ Completed and signed letter of assent from prime contractor
_____ Completed and signed letter(s) of assent from subcontractor(s) (if applicable)
ENCLOSURE "B"

AGREEMENT NO. 18-1841
COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF PICO RIVERA

AND

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS
COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF PICO RIVERA

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS
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CITY OF PICO RIVERA
COMMUNITY WORKFORCE AGREEMENT

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

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

ARTICLE I
DEFINITIONS

Section 1.1 "Agreement" means this Community Workforce Agreement.

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

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

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

Section 1.5 "City" means the City of Pico Rivera.

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

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such
Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

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

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

Section 1.10 "Subscription Agreement" means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.11 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2
SCOPE OF THE AGREEMENT

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

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

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed $250,000.00 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed $50,000.00, and all subcontracts arising from these specialty contracts;

(c) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a “Proprietary Interest” in a project. For the purposes of this Article, Proprietary Interest means: Where the City owns all or part of the project site or project to be developed, has an investment in the project site or project to be developed that exceeds one-million dollars, will receive income and/or tax increments from the project that exceeds one-million dollars, provides for financing of the project, or arranges for grants to supplement project financing.
(d) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

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

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

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

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

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

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

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

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

(d) All employees of the City, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and...
Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA. Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

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

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

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

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

(i) Off-site laboratory work for testing.

Section 2.6 Awarding of Contracts

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

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.
(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

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

Section 2.8 Master Labor Agreements

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

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

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

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

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

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

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

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects, to the extent authorized by law and City policies and procedures. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.
Section 3.2 Contractor Selection of Employees  The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

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

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

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

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft “Local Residents” as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as “Attachment B”, second, within a (10) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment “B,” and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as “Local Residents.”

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

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

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

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

Section 3.8  Core Employees

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

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

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

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

Section 3.9  Time for Referral  If any Union’s registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being

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hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

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

Section 3.11 Union Membership No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

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

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

ARTICLE 4
UNION ACCESS AND STEWARDS

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

Section 4.2 Stewards

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

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

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

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

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

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS

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

Section 5.2 Benefits

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

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

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

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

Section 5.4 Compliance with Prevailing Wage Laws. The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.
Section 6.2  **Employee Violations**  The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

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

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

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

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

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).
Section 6.5 No Lockouts  Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the City’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

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

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

Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

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

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

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

Section 6.8 Expedited Enforcement Procedure  Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.
(a) The Party invoking this procedure shall notify Louis Zigman who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

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

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

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

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

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

ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

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

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

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

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

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

ARTICLE 8
MANAGEMENT RIGHTS

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

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

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

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City’s Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable
notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

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

Section 8.4 **Special Equipment, Warranties and Guarantees**

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

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

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

**ARTICLE 9**

**SETTLEMENT OF GRIEVANCES AND DISPUTES**

Section 9.1 **Cooperation and Harmony on Site**

City of Pico Rivera

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

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

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

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

**Step 1. Employee Grievances** When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

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

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

Step 3. 

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

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

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

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

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

ARTICLE 10
REGULATORY COMPLIANCE

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

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

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

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

ARTICLE 11  SAFETY AND PROTECTION OF PERSON AND PROPERTY

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

ARTICLE 12  APPRENTICES

Section 12.1  Importance of Training  The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2  Use of Apprentices

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

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

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

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

ARTICLE 13
PRE-JOB CONFERENCES

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

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

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

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15
SAVINGS AND SEPARABILITY

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

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

**ARTICLE 16**

**WAIVER**

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

**ARTICLE 17**

**AMENDMENTS**

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

**ARTICLE 18**

**DURATION OF THE AGREEMENT**

Section 17.1 **Duration**

(a) This Agreement shall be effective from the date signed by all Parties for all contracts that are executed after _____, 2018, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

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

Section 17.2 **Turnover and Final Acceptance of Completed Work**

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.
(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Community Workforce Coordinator.

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

CITY OF PICO RIVERA

By: ____________________________

City Manager

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

By: ____________________________

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

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

[Contractor’s Letterhead]
City of Pico Rivera
1234 address
City, state, zip code
Attn: ____________________

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Pico Rivera Community Workforce Agreement effective ______, 201__, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [____________________] Name and Title of Authorized Executive

Contractor’s State License No: ____________________________

Project Name: ____________________________

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

LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

90660, 90661 and 90662

(TIER 2)

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</tr>
</tbody>
</table>
(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY
ATTACHMENT C

CITY OF PICO RIVERA
CRAFT REQUEST FORM

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

The City of Pico Rivera Community Workforce Agreement establishes a goal that 30% of all the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as “Attachment B”, second, within a (10) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment “B,” and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as “Local Residents.”

TO THE UNION: Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # __________ Fax# ( ) ______ Date: ________________
Cc: Community Workforce Coordinator

From: Company: _______________ Issued By:______________
Contact Phone: ( ) _______________ Contact Fax: ( ) _______________

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

<table>
<thead>
<tr>
<th>Craft Classification (i.e., plumber, painter, etc.)</th>
<th>Journeyman or Apprentice</th>
<th>Local Resident or General Dispatch</th>
<th>Number of workers needed</th>
<th>Report Date</th>
<th>Report Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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: __________________________________________

City of Pico Rivera
# UNION USE ONLY

Date dispatch request received: 

Dispatch received by: 

Classification of worker requested: 

Classification of worker dispatched: 

# WORKER REFERRED

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
</table>

Date worker was dispatched: 

Is the worker referred a: 

<table>
<thead>
<tr>
<th>(check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOURNEYMAN</td>
</tr>
<tr>
<td>APPRENTICE</td>
</tr>
<tr>
<td>LOCAL RESIDENT</td>
</tr>
<tr>
<td>GENERAL DISPATCH FROM OUT OF WORK LIST</td>
</tr>
</tbody>
</table>

[This form is not intended to replace a Local Union’s Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]
ATTACHMENT D

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

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer’s job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement (“CWA”).

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

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or
in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

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

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

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

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinafore.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinafore.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which
is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union’s bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer’s payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union’s Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor’s employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

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

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee’s ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the
parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee’s expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

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

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee’s consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.
### DRUG ABUSE PREVENTION AND DETECTION

#### APPENDIX A

#### CUTOFF LEVELS

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<tr>
<th>DRUG</th>
<th>SCREENING METHOD</th>
<th>SCREENING LEVEL **</th>
<th>CONFIRMATION METHOD</th>
<th>CONFIRMATION LEVEL</th>
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</thead>
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<tr>
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<td>.02%</td>
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<td>100 ng/ml</td>
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* NTDA specified threshold

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

EMIT - Enzyme Immunoassay
CC/MS - Gas Chromatography/Mass Spectrometry
SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.
To: Mayor and City Council

From: Acting City Manager/Director of Parks and Recreation

Meeting Date: October 9, 2018

Subject: AUTHORIZE A FIVE-YEAR COMMUNITY WORKFORCE AGREEMENT BETWEEN THE CITY AND THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

Recommendation:

1. Authorize the Acting City Manager to execute a Citywide Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Councils and Unions, establishing labor relations policies and procedures for applicable City improvement projects.

Fiscal Impact:

Estimating a fiscal impact of this agreement is not possible at this time. Staff will monitor project costs to ensure total costs do not increase unreasonably under the guidelines of this agreement.

Background:

In September 2018, City staff met with representatives of the Los Angeles/Orange Counties Building and Construction Trades to establish a Citywide Community Workforce Agreement. The agreement establishes labor relations policies and procedures for the City and for the craft employees represented by the Unions engaged in work on applicable City improvement projects. If approved, the agreement is to take effect for a period of five (5) years, with three (3) one-year renewals upon mutual written agreement of the parties.

City staff collected and researched a number of existing Community Workforce Agreements among local municipalities, Los Angeles County, and state-wide. Staff reviewed examples of other local workforce agreements, which were consistent across the board, with typical differences related to project thresholds (dollar amounts), local hiring definitions and goals, and general program administration. The Community Workforce Agreement between the City of Pico Rivera and the Los Angeles/Orange

4
COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL provides that, for applicable projects, the City will contract exclusively with contractors who agree to comply with the terms of the agreement.

The improvement projects subject to the terms of the agreement are limited to multi-trade contracts that exceed $250,000 and all subcontracts arising from these prime contracts, with several exemptions (including work performed by City employees, design teams and other City consultants not performing manual labor; non-construction support services; and work that has been deemed immediately required as a result of a local emergency). Work covered by this agreement shall also include projects built by, with, or for the City where the City owns all or part of the project site, has an investment in the project site that exceeds one-million dollars ($1,000,000), will receive income and/or tax increments from the project that exceeds one-million dollars ($1,000,000), provides for financing of the project, or arranges for grants to supplement project financing. The City may at any time, and at its sole discretion, add projects under this agreement. Because these types of projects are already subject to prevailing wage, entering into this agreement is not expected to cause an increase in project costs.

Another notable element of this agreement includes a local hiring component. To this effect, the Unions and employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft local residents. In recognition of the fact that the communities surrounding the project will be impacted by the construction of the project, the parties agree to support the hiring of workers residing in surrounding areas. Towards that end, the agreement establishes a goal of 30% of all construction labor hours worked on the project to be from qualified local area residents residing in 1) first tier zip codes overlapping the area covered by the City; 2) 10-mile radius from City Hall; 3) within the remainder of Los Angeles County; and, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program (Enclosure 1, Attachment B).

In conjunction with the Trades Council's and Unions' local training and apprenticeship programs, entering into this agreement will help local residents become part of a trained workforce, with additional employment opportunities across sectors. These local workforce systems are expected to improve job prospects for City residents, and are also projected to further the City's economic growth while strengthening the local economy.
Conclusion:

Staff recommends that the City Council approve this five-year agreement between the Los Angeles/Orange Counties Building and Construction Trades (and the signatory Craft Councils and Unions) and the City to establish labor relations policies and procedures for applicable City improvement projects.

Arlene Salazar

AS:SC:JF:smc

Enclosure: 1) Agreement