

**CITY OF PASADENA
WATER AND POWER DEPARTMENT**

SPECIFICATIONS LD-13-14

FOR

PROVIDING LABOR AND MATERIALS

FOR

**GLENARM REPOWERING BALANCE OF PLANT DESIGN AND
CONSTRUCTION**

City of Pasadena

NOTICE INVITING BIDS

**SPECIFICATIONS LD-13-14
PROVIDING LABOR AND MATERIALS
FOR
GLENARM REPOWERING BALANCE OF PLANT DESIGN AND CONSTRUCTION**

Three (3) copies of sealed bids will be received prior to **March 18, 2014 at 11:00 AM**, by the City Clerk, 100 North Garfield, S228, Pasadena, CA 91109, and will be opened at that time and place.

The bids shall be clearly titled:

“Glenarm Repowering Balance of Plant Design and Construction”

A mandatory pre-bid conference will be held at which each bidder will have the opportunity to clarify and ask questions regarding the Specifications. The pre-bid will be held on **January 8, 2013, at 8:00AM** at the Glenarm Power Plant, 85 East State, Pasadena, CA 91105.

Bid security in the amount of five percent (5 %) of the total bid price in the form of a certified or cashier's check, money order, or surety bond must accompany the proposal.

Refer to the Specifications for complete details and bid requirements. The Specifications and this Notice shall be considered a part of any contract made pursuant thereunder.

DATED: **XXXX**

MICHAEL BECK
City Manager

CITY OF PASADENA

**Instructions to Bidders
and
Specifications LD-13-14**

PROVIDING LABOR AND MATERIALS

FOR

GLENARM REPOWERING BALANCE OF PLANT DESIGN AND CONSTRUCTION

City personnel with whom prospective bidders will deal with are:

Art Silva, Power Production Superintendent, Power Supply Business Unit, 85 E. State Street, Pasadena, CA 91105, (626) 744-4568.

Antonio Watson, Project Manager, Purchasing Division, 100 N. Garfield Avenue, Room 328, Pasadena, CA 91101, (626) 744-8382.

Bid opening time is on **March 18, 2014 at 11:00AM.**

Bids will be received and opened at the Office of the City Clerk, 100 North Garfield Avenue, Room S228, Pasadena, CA 91101.

The bid must be received by the City Clerk prior to the time set for bid opening. A bid received by the City Clerk after the time set for the bid opening shall not be considered.

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PART I - REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

1.0 GENERAL INSTRUCTIONS

1.1 **GENERAL BID REQUIREMENTS** To be considered, a bidder must follow the format for bids in the Specifications. Bids must be binding and firm. Any bid may be withdrawn before bid opening, but not for 90 days after opening.

1.2 **BID SECURITY** All proposals must be accompanied by a certified or cashier's check, a money order, or a surety bond, in an amount equal to 5% of the bid price. If the bidder to whom the Contract is awarded fails or neglects to execute the Contract and file the required bonds for a period of fifteen (15) calendar days after announcement of the award, the City may deposit this bid security in its *treasury, and under no circumstances will it be returned to the defaulting bidder.*

If a surety bond is submitted, it must be furnished by a surety authorized to do surety business in the State of California and must guarantee that the bidder will enter into the Contract and file the required bonds within the fifteen day period. All surety bonds must also meet the following requirement: there must be on file, either with the Los Angeles County Clerk or the City Clerk of Pasadena, a copy of the transcript or record of appointment, duly certified by the proper authority and attested by the seal of the corporation, authorizing execution of the bond for and on behalf of the corporation by the persons purporting to do so.

Bid securities will be returned to all unsuccessful bidders promptly after announcement of the award. Bid security will be returned to the successful bidder after execution of the Contract by the City and approval of the bonds and other documents furnished in connection with the Contract.

1.3 **BIDDER MUST MAKE THOROUGH INVESTIGATION** It is the bidder's responsibility to examine the location of the proposed Work, to fully acquaint itself with the Specifications and the nature of the Work to be done. Bidders shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the Specifications or Contract provisions.

1.4 **ACCEPTANCE OF CONDITIONS** By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

1.4.1 All parts of the Instructions to Bidders and Specifications will become part of the Contract between the selected bidder and the City;

1.4.2 The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to complete this project;

- 1.4.3 The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications;
- 1.4.4 The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project, shall be final, binding and conclusive;
- 1.4.5 The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time;
- 1.4.6 This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.
- 1.5 TRUTH AND ACCURACY OF REPRESENTATION False, incomplete or unresponsive statements in connection with the bid may be sufficient cause for rejection of a bidder.
- 1.6 CITY CHANGES TO THE BID DOCUMENTS The City reserves the right to change any part of these Instructions to Bidders and Specifications any time prior to the bid opening. Any changes shall be in the form of addenda and will become a part of the bid documents and of the Contract. Addenda shall be made available to each bidder. Bidders must return a signed acknowledgement of receipt for each addendum with their bid. The receipt acknowledgement is part of the addendum form. Failure to include signed acknowledgements of all addenda will cause the bid to be deemed incomplete and nonresponsive. If the City determines that a time extension is required for the bid, the addenda will give the new submission date.
- 1.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Bidder shall not include any vendor proprietary information without marking it "confidential." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the

bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

- 1.8 AWARD OF BID AND DETERMINATION OF RESPONSIVENESS The Contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

1.8.1 The quality of the material or service offered;

1.8.2 The ability, capacity, and skill of the bidder to perform the Contract or provide the material or services;

1.8.3 Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

1.8.4 The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the Contract or provide the material or services;

1.8.5 The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

1.8.6 The quality and timeliness of the bidder's performance, if any, on previous change orders or contracts for the City;

1.8.7 Litigation by the bidder on previous purchase orders or contracts with the City;

1.8.8 The ability of the bidder to provide future maintenance and service where such maintenance and service is essential.

- 1.9 ERRORS AND OMISSIONS Bidders shall not be allowed to take advantage of any errors or omissions in the Instructions to Bidders or Specifications. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City. In submitting its bid, bidder certifies that it is aware of these provisions and is eligible to bid on this contract.

- 1.10 PATENT FEES; PATENT, COPYRIGHT, TRADE SECRET AND TRADEMARK FEES Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

- 1.11 TAXES Price bid shall include all federal, state, local, and other taxes.

- 1.12 LOCAL BIDDERS; REFUND OF SALES AND USE TAX For the purpose of determining the lowest bidder on a contract for materials and supplies only, 1% of that portion of the bid subject to sales or use tax shall be deducted from any bid where it is determined that if such bidder were awarded the contract, the City

would receive a refund of the 1% sales and use tax pursuant to the Uniform Sales and Use Tax Ordinance of the City of Pasadena.

1.13 DEFINITIONS Wherever the following terms are used in these specifications, they shall have the following meanings unless the context clearly requires a different meaning.

Addendum - Written or graphic instrument issued prior to the opening of bids which clarifies, corrects, or changes the bidding or Contract documents. The term Addendum shall include bulletins and all other types of written notices issued to potential bidders prior to opening of bids.

BOP Contractor - The Seller, or individual, partnership, corporation, joint venture, or other legal entity having a Contract with the City to perform the Work.

Change Order - A written order to the BOP Contractor signed by the General Manager directing an addition, deletion, or revision in the Work, or an adjustment in the contract price or the Contract time issued after the effective date of the Contract. Change Order will also be signed by the BOP Contractor.

City - The City of Pasadena, California.

Contract - Any contract awarded pursuant to these Specifications. The Contract shall include a written agreement; the Specifications; any City issued written interpretations or addenda issued prior to execution of the contract agreement; related Change Orders, and modifications issued by City after execution of the contract agreement; and any other documents specified in the contract agreement. These contract documents are complementary, and what is required by one shall be as binding as if required by all.

Department - The Water and Power Department of the City.

General Manager - The General Manager of the Water and Power Department, or his/her properly authorized agent, representative, or engineer, acting within the scope of the particular duties and authorities delegated to them.

Notice to Proceed - A written notice given by the City to the BOP Contractor fixing the date on which the Contract time for completing the Work will start.

Surety - Any individual, firm, or corporation, bound with and for the BOP Contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

Specifications - The Notice Inviting Bids; the Instructions to Bidders; the General Conditions; the Special City Requirements; the Detailed Specifications; the Plans and drawings; the Appendices; the Attachments; the bidder's Checklist and Proposal Forms; all properly issued addenda; and all forms, documents or agreements executed or to be executed pertaining to the methods or manner of performing the Work or to quantities and quality of materials to be furnished under the Contract.

Work - The complete work required by the Contract, including all labor, services, materials, and equipment specified in the Contract or reasonably inferable therefrom as necessary to bring about the intended result.

2.0 SPECIAL CITY REQUIREMENTS

NOTE: THERE IS AN ATTACHMENT OF FORMS IN THESE SPECIFICATIONS WHICH A BIDDER MUST COMPLETE TO ESTABLISH COMPLIANCE WITH A NUMBER OF SPECIAL CITY OF PASADENA REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, EQUAL EMPLOYMENT OPPORTUNITY IN CONTRACTING, DECLARATION OF NON-COLLUSION BY CONTRACTOR, AND PASADENA LIVING WAGE ORDINANCE. THESE FORMS AND THEIR INSTRUCTIONS SHOULD BE CONSIDERED AN INTEGRAL PART OF THE SPECIFICATIONS AND FAILURE TO COMPLETE THEM MAY BE GROUNDS, IN THE SOLE DISCRETION OF THE CITY, FOR REJECTION OF ANY BIDDER.

2.1 EQUAL EMPLOYMENT OPPORTUNITY IN CONTRACTING

2.1.1 Policy - The City of Pasadena is committed to a policy of Equal Opportunity Contracting. Qualified firms including small businesses and businesses owned by women, minorities, and disabled persons are encouraged to submit bids or proposals. BOP Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this Contract.

2.1.2 Compliance - To the extent permitted by law, BOP Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.

The successful bidder may be required to submit documentation during the term of the Contract to evidence on-going compliance with the City's Competitive Bidding and Purchasing Ordinance. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

2.1.3 Required Forms - Every contractor shall submit a nondiscrimination certificate in a form acceptable to the City. No contract shall be awarded until BOP Contractor has submitted to the City or has on file with the City a nondiscrimination certification acceptable to the City.

Each bidder is required to submit a completed Form AA-1, AA-2 prior to Contract award for projects involving labor or services in excess of \$25,000. Form AA-3 is Optional.

Questions regarding the City of Pasadena's Competitive Bidding and Purchasing Ordinance and EEO policy should be directed to the Department of Finance, Purchasing & Payables Division 626-744-6755.

2.2 DECLARATION OF NON-COLLUSION BY CONTRACTOR The City requires that each bidder executes and submits to the City with the bid, the attached Declaration of Non-Collusion in Appendix "A".

2.3 PASADENA LIVING WAGE ORDINANCE This Contract is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The Ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000:

- ◆ Pay no less than ten dollars and seventy-five cents (\$10.75) per hour plus medical benefits of no less than one dollar and eighty-five cents (\$1.85) per hour, or twelve dollars and sixty cents (\$12.60) per hour without medical benefits to all employees who spend any of their time providing labor or delivering services to the City of Pasadena. Additionally, in January 2014 and each January thereafter the Living Wage rate shall be adjusted by the change in the Consumer Price Index, for the Los Angeles-Riverside-Orange County area, for the most recently available 12 month period. Accordingly, current City contractors will be required to adjust wage rates no later than July 1st, to remain in compliance.

- ◆ Notify employees who spend any of their time providing labor or delivering services to the City of Pasadena who make less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to:

Finance Department

Purchasing Division
626-744-6755 - phone
626-744-6757 – fax

- 2.4 LOCAL PARTICIPATION PLAN Refer to Appendix “G” for the City of Pasadena’s Local Participation Plan. Prospective bidders and the successful BOP Contractor for this project must comply with certain requirements during bidding and after contract award with respect to local hiring, subcontracting, and procurement. Bidder’s shall also refer to section 3.5 of these specifications, “Prevailing Wage Rate Project and Project Labor Agreement”, for additional information not addressed in Appendix “G”. Two key requirements of the Local Participation Plan that relate to the bidding process are repeated here:

2.4.1 Compliance Monitoring - The successful BOP Contractor shall utilize LCPTracker (labor compliance software) to track and submit all Subcontractors, and payrolls of onsite workers. LCPTracker is a web-based software program. See Attachment 1 (Training Manual) for the LCPTracker Introduction and Quick Start Guide. Pasadena First: Buy Local will coordinate training for contractors regarding the use of this program. Subsequently, BOP Contractor will have open-ended access to the programs. The BOP Contractor’s performance regarding Local Participation will be considered by the City as a Bidder’s responsibility issue if the BOP Contractor competes for City contracts in the future.

2.4.2 Subcontractor Solicitation Process - Local Business Participation: The City is seeking to maximize participation by Pasadena contractors, businesses, and residents in the Project. Each Bidder must begin outreach efforts and submit the “Bidder’s Local Participation Strategy” document found in Appendix “H”, evidencing its outreach to Local Businesses and strategy for Local Hiring with its Bid submittal.

3.0 GENERAL SPECIFICATIONS

- 3.1 BID PROPOSAL QUANTITIES The quantities contained in the bid documents are approximate only and are for the sole purpose of comparing bids. The City may, in accordance with the specifications, order more equipment and/or materials as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of material actually provided as determined by the City and accepted at the unit prices noted in the bid. Quantities not contained in the bid documents are the responsibility of the bidder.
- 3.2 EVALUATION OF BID Bids will be evaluated based on the lowest Grand Total Price submitted in the Bidders' Proposal. The contract award will be made from among responsive and responsible bidders. In case of a discrepancy between the Unit Prices and the Total Amount, the Unit Price shall govern. In case of a

discrepancy between the Lump Sum and the Subtotal, the Lump Sum shall govern. In the event of a discrepancy between the Sub Total and the Grand Total Price the Subtotal shall prevail. The prices will be subject to adjustment by the City on that basis in the event of discrepancy and bid awarded.

- 3.3 REGISTRATION AND QUALIFICATIONS OF CONTRACTORS Before submitting bids, contractors shall be licensed in accordance with the Business and Professions Code Section 7000 et. seq. and each contractor shall insert his license number on the Bidder's Proposal.

In submitting this bid, the bidder warrants that it has work experience comparable to that which is to be performed. Prior to award of a contract, the City may request of any bidder, a statement setting forth their work experience of a nature comparable with that to be performed. Such statement shall describe the work performed over the period of three (3) years preceding the date of said statement, and shall give the owner, location, and contract price, together with the dates of beginning and completion of such work. This statement of experience shall be submitted within seven (7) calendar days after the City's notification to so submit. Failure to submit an adequate statement can result in rejection of the bid as non-responsive.

- 3.4 SUBCONTRACTS In addition to the information to be listed by the bidder with the bid, the bidder shall provide a list of subcontractors with a brief description of the work to be subcontracted (using the Subcontractor form in Attachment 1). After bids have been received, **no substitution of subcontractors in place of those listed in the bid or addition of subcontractors for work in excess of one-half of one percent of the total bid price will be permitted without the written consent of the General Manager.**

- 3.5 PREVAILING WAGE RATE PROJECT AND PROJECT LABOR AGREEMENT The prevailing wage rate provisions of Section 1770-1777 of the Labor Code and Section 7-2, entitled "Labor", of the Standard Specifications shall apply to this project.

This project is subject to a Project Labor Agreement, which the successful bidder shall enter into as a condition of contract award. Refer to Appendix "I" for a copy of the Project Labor Agreement for the Glenarm Repowering Project. Notwithstanding any other requirement of these specifications, the Pasadena Living Wage Ordinance shall apply to this project.

- 3.6 CONTRACT BONDS Before the City executes the Contract, BOP Contractor shall furnish the following bonds of a corporate surety satisfactory to the City:

- A. A "Performance Bond" in the amount of 100 percent of the Contract Price to guarantee faithful performance of the Contract. This bond must

- B. A "Payment Bond" (Material and Labor Bond) in an amount not less than 50% of the Contract Price to satisfy claims of material suppliers and laborers employed by the BOP Contractor of the Work.

Each bond shall incorporate, by reference the Contract and be signed by both the bidder and Surety and the signature of the authorized agent of the Surety shall be notarized. The bidder shall pay all bond premiums, costs, and incidentals.

Should any bond become insufficient, the BOP Contractor shall renew the bond within 10 days after receiving notice from the City.

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

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the BOP Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

- 3.7 TERMINATION OF CONTRACT The City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days written notice to BOP Contractor. If the Contract is thus terminated by City for reasons other than BOP Contractor's failure to perform its obligations, City shall pay BOP Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be BOP Contractor's exclusive remedy for termination without cause.
- 3.8 LIABILITY INSURANCE Evidence of insurance coverage is not required to be submitted with your bid, but will be required prior to the City's award of the Contract. A copy of the City insurance requirements is included in Appendix "E" as well as the sample City Labor and Materials contract in Appendix "D".
- 3.9 COMPLIANCE WITH LEGAL CODES, REGULATIONS AND SPECIFICATIONS Each bidder and the BOP Contractor shall keep informed of and comply with all legal requirements including any applicable Federal, State, county and municipal laws, ordinances and regulations, and shall obtain any necessary licenses and permits at its own expense.
- 3.10 SAMPLE CONTRACT A sample of the contract the successful bidder will be required to enter into with the City is attached in Appendix "D", and by this reference incorporated herein and made a part of these Specifications.

- 3.11 ORDER OF PRECEDENCE Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern.

PART II – CITY STANDARD SPECIFICATIONS

4.0 SCOPE OF WORK

- 4.1 BOP Contractor shall furnish all necessary and incidental labor, design, supervision, transportation, materials, construction equipment, machinery, and tools to satisfactorily complete the Scope of Work, defined in Attachment A.1, “Scope of Work”, within the allowable time for completion specified in Section 8.0. Refer to Attachments A.2 through A.3 for detailed specifications, drawings, and reference materials for the complete requirements of the work to be done under these specifications.

5.0 APPLICABLE CODES AND STANDARDS

- 5.1 The Work shall be in compliance with the applicable sections of the codes and standards, listed in Attachment A.1 through A.3, as amended to the date of issuance of these Specifications, which are by reference, incorporated herein and made a part of these Specifications.

If there is any conflict between these Specifications and the referenced codes and standards or between the individual code and standard, the requirement which is more stringent shall take precedence. In the event that a conflict occurs between these Specifications or codes or standards, and any governmental law, the applicable governmental law shall prevail. The BOP Contractor shall promptly notify the General Manager of any conflicts that exist.

6.0 CONSTRUCTION REQUIREMENTS

6.1 FIELD CONSTRUCTION REQUIREMENTS

Refer to Attachments A.1 through A.3 for detailed construction specifications and requirements. In addition, the following general requirements shall apply.

6.1.1 General

- 6.1.1.1 The Work shall be done under the general supervision of the General Manager or his authorized representatives. The BOP Contractor shall immediately comply with any orders and instructions of the General Manager or his authorized representatives given in accordance with these Specifications. However, nothing in this paragraph or elsewhere in the Specifications shall relieve the BOP Contractor of any of its

obligations or liabilities under the Contract or otherwise alter the BOP Contractor's status as an independent contractor.

- 6.1.1.2 The BOP Contractor shall maintain a competent superintendent on the site during all working hours. This superintendent shall be authorized to act on behalf of the BOP Contractor in all matters pertaining to the Work. The superintendent shall not be changed until the General Manager has been notified and has approved the change. Any superintendent not deemed capable by the General Manager shall be replaced immediately upon request.
- 6.1.1.3 The BOP Contractor shall employ only competent workers for the Work. When required by the General Manager, the BOP Contractor shall discharge from the Work, and shall not again employ on the Work without the consent of the General Manager, any employee who commits trespass or who is, in the opinion of the General Manager, incompetent, disorderly, abusive, dangerous or insubordinate, or who comes onto the Work while intoxicated, or who in any way attempts to interfere with the employees of the City in the inspection or supervision of the Work.
- 6.1.1.4 The BOP Contractor shall inform the General Manager in writing if any part of the Work will deviate from what is required in these Specifications. The BOP Contractor shall start such part of the Work only if the General Manager approved the requested deviation.
- 6.1.1.5 Any materials not conforming to the requirements of these Specifications will be considered defective. All such materials, whether in place or not, shall be immediately removed from the site of the Work, unless otherwise permitted by the General Manager. No rejected materials, the defects of which have been subsequently corrected, shall be used until the General Manager has given his approval.
- 6.1.1.6 The BOP Contractor must take appropriate precautionary measures to safeguard and prevent damages to existing equipment, piping, electrical conduits, coatings, fencing, and other structures while performing the Work. The BOP Contractor shall repair damage sustained by any of the above existing items and shall restore damaged features to their original condition at the BOP Contractor's expense.
- 6.1.1.7 Should the BOP Contractor engage in work methods that in the opinion of the General Manager is contradictory to industry standard, requirements of these Specifications, or to the proper

safeguarding of any existing plant equipment or structures, all work in question is to stop until the problem is resolved.

- 6.1.1.8 In connection with contracts related to the subject "Bidder's Proposal", and except as otherwise provided below, all work shall be done in accordance with the provisions of the current edition of "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION" (popularly known as the "GREENBOOK"), including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General BOP Contractors of California, which Specification is hereinafter referred to as the Standard Specification. The Pasadena Department of Public Works and Transportation has published a booklet titled, "SUPPLEMENTS AND MODIFICATIONS TO THE 'GREENBOOK' (STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION)" dated March, 2006, hereinafter referred to as the Pasadena Supplements. The provisions of this Specification, followed by the Pasadena Supplements, shall apply and take precedence over the Greenbook, in that order of precedence. The Pasadena Supplements and the "Greenbook" are available online at http://cityofpasadena.net/PublicWorks/Engineering_Division/. All reference in these Specifications to "Standard Specifications" shall mean the Pasadena Supplements and the Greenbook, taken together.

6.1.2 Pre-Construction Conference

- 6.1.2.1 Before the work begins, a conference(s) will be held to review the project background with respect to project development, the major areas of concern by the City, and to promote initial dialogue between the City and BOP Contractor prior to commencement of BOP Contractor's detailed design.

In addition, the conference will review commercial and contractual items such as the preliminary progress schedule, procedures for handling the required submittals and for processing applications for payment, and to further establish a working understanding between the parties as to the project and the work. Present at the conference shall be the City, the BOP Contractor, the BOP Contractor's design team representative, Subcontractor's representatives, and the BOP Contractor's Superintendent.

6.1.3 Tree Root Protection Policy

- 6.1.3.1 At no time shall any materials, supplies, or fill be stored and/or equipment be parked or driven within the prescribed root protection zone unless otherwise directed by the General Manager. The root protection zone is defined as the larger of the drip line of the tree or the distance from the trunk equal to six (6) inches for each inch of trunk diameter measured at 4.5 feet above existing grade.

It is recognized that failure to abide by these provisions will result in substantial root damage to trees that may not be immediately apparent. The City will therefore assess damages according to the International Society of Arboriculture standards and a deduction will be made from the BOP Contractor's payment.

6.1.4 Coordination

- 6.4.1.1 The BOP Contractor's Site Superintendent shall inform the General Manager at least seven (7) days before starting with the work at the site. The BOP Contractor shall review the anticipated work sequence, schedule, power requirements, required staging/laydown area, etc., with the General Manager to assure compatibility with other concurrent activities and plant requirements. The BOP Contractor's Site Superintendent shall proceed with the work only after approval has been granted by the General Manager. Such approval will not be unreasonably withheld.
- 6.4.1.2 BOP Contractor shall cooperate at all times in the performance of the Work so as to cause the least interference with the work of other contractors or the City. Where appropriate, the BOP Contractor shall coordinate and connect its work with the work of the other contractors and the City.
- 6.4.1.3 Inspection shall be in accordance with Section 2-11 of the Standard Specification. All materials furnished and work done under this contract are subject to rigorous inspection. The BOP Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the General Manager. The General Manager, or his authorized agent or agents, at all times shall have access to all parts of the shop and the works where such material under his inspection is being manufactured or the work performed. Work or material that does not conform to the specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the BOP Contractor is permitted or directed to do night work or to vary the period during which work is carried on

each day, he shall give the General Manager due notice, so the inspection may be provided.

6.1.5 Work by the City or Other Contractors

- 6.1.5.1 The City reserves the right to perform other work related to this project with its own forces, and to award separate contracts in connection with such other work. The BOP Contractor shall allow the City and such other contractors reasonable opportunity to store materials and equipment and otherwise perform their work. The BOP Contractor shall also cooperate with the City and other contractors, and shall connect and coordinate its work with their work as required by these Specifications.

6.1.6 Occupancy by the City

- 6.1.6.1 If it becomes necessary for the City to occupy or use any portion of the Work, or to use any part of any equipment or structure before the Contract is completed, such occupancy or use shall not constitute acceptance of any part of the Work unless so stated in writing by the General Manager. As portions of the Work are completed, occupied and used, the BOP Contractor shall use best efforts to ensure that the BOP Contractor's performance of the remaining portions of the Work will not interfere with the use and occupancy of the portions completed.

7.0 **DEPARTMENT SERVICES**

7.1 The Department will furnish the following services to the BOP Contractor, without charge, during the course of the Work:

- Off-street parking for BOP Contractor's equipment and owned vehicles. City is not responsible for BOP Contractor vehicles or other personal belongings of BOP Contractor personnel.
- Access to the jobsite, which is within the fenced and gated area. BOP Contractor shall furnish own lock to place in series with City locks and control own daily entrance and exit access.
- 480VAC Power for construction trailers and temporary jobsite power. BOP Contractor shall coordinate with the City in the connection of the temporary site power feeds.

7.2 The Department will furnish the following services to the BOP Contractor, with charge, during the course of the Work:

- City water at 40-60 psig, up to the capacity of a 2-1/2" meter at a single point. BOP Contractor shall provide own water hose. BOP Contractor shall coordinate with PWP in order to secure a hydrant meter for the purposes of metering and charging the BOP Contractor for the water used.

8.0 TIME FOR COMPLETION OF WORK

8.1 Time is of the essence in performing and completing the Work and every part thereof. BOP Contractor shall complete the Scope of Work specified in Section 4.0 necessary to achieve Substantial Completion prior to May 15, 2016 based on receiving a Notice to Proceed prior to June 13, 2014, plus any extensions granted pursuant to Section 10.0 and/or Section 11.0. If the Notice to Proceed is not issued prior to June 13, 2014, a no cost change order will be issued adjusting the completion date on a day for day basis.

8.2 Except when overtime is specified during a shutdown or tie-in period or in cases of emergency acknowledged by the General Manager, construction work or operations under the Contract shall not be scheduled to be performed between the hours of 8 p.m. and 7 a.m. nor at any time on Sundays, nor on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day. Additionally, work will not be permitted on Saturdays except with prior approval from the General Manager. If the BOP Contractor needs to work on Saturday, the BOP Contractor shall submit a request to the General Manager 24 hours in advance, stating the necessity of working on Saturday. Commissioning and initial plant operation activities are exempt from the 8 p.m. and 7 a.m. exclusion.

8.3 Extra payment will not be made for overtime work. Overtime work shall be performed by the BOP Contractor as a part of its obligation under the Contract, and the cost of overtime shall be included in the prices entered on "Bidders Proposal".

8.4 Completion of Work Milestones:

8.4.1 Milestone No. 1 "Control Room Completion" – BOP Contractor shall complete all necessary work to obtain a Certificate of Occupancy for the Control Room at least 30 days prior to Milestone No. 2 "Mechanical Completion." This milestone shall be known as "Control Room Completion."

8.4.2 Milestone No. 2 "Mechanical Completion" – BOP Contractor shall complete all necessary work and submit the Mechanical Completion

Certificate defined in Attachment A3.A Attachment 12 for all equipment, systems and subsystems prior to First Fire.

8.4.3 Milestone No. 3 “Substantial Completion” – BOP Contractor shall have completed all BOP Contractor supplied training and all required work under the contract to demonstrate that the plant meets all performance guarantees. This milestone shall be known as “Substantial Completion.” The City will declare Commercial Operation following acceptance of BOP Contractor’s Notice of Substantial Completion.

8.4.4 Milestone No. 4 “Final Completion” – BOP Contractor shall have completed all required work under the contract, including turnover of all documentation, completion of all punch list items, demobilization, and cleanup. This milestone shall be known as the “Final Completion Date”.

8.5 Other Work Constraints, Schedule Provisions and Requirements

8.5.1 The City will energize the 17 kV commissioning feed at least one hundred fifty (150) calendar days in advance of the BOP Contractor’s scheduled completion of all pre-First-Fire testing and commissioning of the PIE and BOP furnished equipment.

8.5.2 BOP Contractor shall give the General Manager sufficient time to review the construction turnover packages and shall specifically identify anticipated package turnover dates in the approved baseline CPM schedule. Package turnover dates shall be staggered to prevent all packages being submitted to the General Manager simultaneously; in no case shall more than 50% of the packages be submitted for approval within thirty (30) calendar days of Milestone No. 1.

8.5.3 90-Day SCAQMD Permit Window

- (i) As described in Attachment A.1.B, “Project Description”, the new generating unit must achieve COD within ninety calendar days of First Fire.
- (ii) The Power Island BOP Contractor shall have seventy-six (76) unimpeded calendar days, not necessarily continuous, following First Fire, in order to perform the various tests required under its contract. The BOP Contractor shall not interfere or cause the Power Island BOP Contractor’s work to be impeded during this period.
- (iii) BOP Contractor shall have fourteen (14) calendar days, not necessarily continuous, in which it is required to perform the post-First-Fire work activities under these specifications, including but

not limited to OTSG burnout and catalyst installation, steam blows, flushing and final cleaning, and replacement of temporary piping with final piping. BOP Contractor is responsible for planning the staffing and work hours on these days such that all necessary work is complete within this total fourteen day period; extra payment will not be made for overtime or shift work, refer to section 8.3.

- (iv) City shall be entitled to unimpeded access to conduct any necessary business during this ninety day window.

8.5.4 Power Island Equipment Deliveries, Handling and Storage

- (i) Refer to Attachment A.3.A, "Att. 4, Scheduled Major Component Ready to Ship and Delivery Dates," for the notification and delivery dates for the major Power Island Equipment. BOP Contractor shall schedule and execute all necessary Work required to install each piece of major Power Island equipment upon delivery. **The Power Island Equipment Contractor may, at its option, ship the equipment as early as thirty calendar days prior to the "Guaranteed Delivery Date" indicated in GE Attachment 4.**

BOP Contractor shall choose to (a) be prepared to receive and install the equipment on foundation thirty days before the Guaranteed Delivery Date(s), or (b) make accommodations to take delivery of the equipment on the delivery date(s), off-load, store, maintain (in accordance with manufacturer's written directions), and transport to equipment foundation once complete. BOP Contractor shall indicate which method it will use on the approved baseline CPM schedule.

Should the BOP Contractor elect to store the equipment off-site, it shall furnish, at its sole expense, the necessary storage facilities, security, insurance in accordance with Section 3.8, transportation and logistics, and material handling/rigging for the off-loading and re-loading of the equipment to and from storage. Additionally, BOP Contractor shall notify the General Manager forty-eight (48) hours in advance of a delivery to an off-site storage facility and shall allow for the General Manager or their appointed agent to inspect the equipment as it is off-loaded.

- (ii) BOP Contractor shall notify the General Manager no sooner than 90 days before the respective Scheduled Ready to Ship Dates for the Power Island Equipment, that it will be prepared to receive the Power Island Equipment, or that it will have it delivered to the BOP Contractor's storage location.

- (iii) In the event the BOP Contractor notifies the City that it is not ready to receive the equipment, and has not made provisions for off-site storage, the Power Island Equipment Contractor will store the equipment at its own additional expense.
- (iv) If the BOP Contractor elects to have the Power Island Equipment Contractor store the equipment, the BOP Contractor must enter into its own contract with the Power Island Equipment Contractor to do so. Refer to Attachment A.3.A, "Att. 2, Schedule of Options," for the costs that the BOP Contractor will incur if the BOP Contractor is unable to take delivery of the equipment once the Power Island Contractor has notified the City it is ready to ship.

8.6 Critical Path Method Schedules (CPM)

8.6.1 Submittals

A. Base Line Schedule

1. BOP Contractor will submit a base line as part of their proposal. The base line schedule will define major activities, including but not limited to engineering, procurements, demolition, construction activities, commissioning, and the milestones defined in 8.4.

B. Project Schedule

1. Within 30 working days after receipt of the Notice to Proceed, a detailed CPM Project Schedule shall be submitted. The Project Schedule shall be submitted in accordance with this section. If the submittal is not accepted by the General Manager, a revised Project Schedule, responsive to the General Manager's comments, shall be submitted within 10 working days.
2. When accepted by the General Manager, the Project Schedule shall supersede the Preliminary Project Schedule.

C. Project Schedule Update and Progress Report

1. On the first calendar day of each month, the Project Schedule, updated as of the 25th of the previous month, shall be submitted. In addition an updated Project Schedule shall be submitted immediately before a schedule revision is performed.
2. Not later than the first calendar day of each month, a monthly progress report, evaluating the progress of the work as of the 25th of the previous month, shall be submitted. Items where progress has slipped since the last submittal shall be identified. If the actual progress on critical activities lags behind the planned progress by

more than 10 working days, a detailed description of the procedures and processes proposed for recovery of the lost progress shall be submitted.

D. Look-Ahead Schedule: Look Ahead Schedule shall be submitted weekly. When a project meeting is scheduled, the Look Ahead Schedule shall be submitted at least 24 hours prior to the meeting. The number of copies submitted, and the layout and format of the look-ahead schedule shall be acceptable to the General Manager

E. All Schedules

1. Unless requested otherwise by the General Manager, 2 contact prints, and 2 sets of CD-ROM discs with data in Primavera Project Planner format shall be provided for all submitted schedules, schedule updates, and schedule revisions.
2. The submittal, within the time provided herein and in a form acceptable to the General Manager, of schedules, monthly progress reports, schedule updates, and revisions of the Project Schedule is a condition precedent for the BOP Contractor to receive the progress payment amount in full. Should the BOP Contractor fail to submit timely acceptable reports, schedules, updates, or revisions, the General Manager will, in addition to other retentions authorized under this Contract or by applicable law, withhold 5 percent of each monthly partial payment estimate until acceptable submittals have been received.

F. Cash-Flow Forecast

1. The BOP Contractor shall submit the initial cash-flow forecast within 10 working days after receipt of the Notice to Proceed.
2. The BOP Contractor shall submit a revised cash-flow forecast when the monthly pay estimate varies from the current cash-flow projection by more than 50 percent, or the cumulative payment to date varies from the forecast by more than 20 percent.

8.6.2 Scheduling System and Software

- A. The Preliminary Project Schedule may be manually computed or computer generated.
- B. The Project Schedule shall be a computer-generated CPM using software from Primavera Systems, Inc.

8.6.3 Execution

- A. A Preliminary Project Schedule shall be furnished that represents in detail the planned means, methods, and sequences for performance of the work during the first 60 working days after the Notice to Proceed, together with summary activities for the rest of the project, pending submission of the Project Schedule. The Preliminary Project Schedule shall show in detail:
 - 1. The beginning and completion date, Power Island Equipment Delivery Dates, and all other milestones listed in this Section
 - 2. Mobilization of plant and equipment
 - 3. Construction activities
 - 4. Submittals and approval of submittals that may affect progress or completion of all or part of the work
- B. The schedule may be a Gantt- or bar-chart-type schedule or may be a CPM precedence diagram. The schedule information shall be printed and drawn in the form of an activity table and bar chart, in the same format as described below for the Project Schedule.

8.6.4 Project Schedule

- A. A CPM project construction schedule shall be furnished, and the BOP Contractor shall participate with the General Manager or their appointed agent in its review and evaluation; however, the scheduling of engineering, construction, and commissioning shall remain the sole responsibility of the BOP Contractor. This Project Schedule shall at all times represent the BOP Contractor's planned means, methods, and sequences for performance of the work for the duration of the project. The Project Schedule shall show in detail:
 - 1. Engineering
 - 2. BOP Contractor's equipment procurement
 - 3. The beginning and completion date, Power Island Equipment Delivery Dates, and all other milestones listed in this Section
 - 4. Mobilization of plant and equipment
 - 5. Demolition
 - 6. All construction activities
 - 7. Submittal and approval of submittals that may affect progress of the work
 - 8. The number of working days required for completion of all or part of the work
- B. The schedule shall ensure adequate planning and execution of the work and shall assist the General Manager in evaluating progress of the work. The General Manager will review and meet with the BOP Contractor to discuss the proposed construction schedule within 15

working days of its submission. The BOP Contractor's superintendent and the personnel performing the scheduling shall attend the meetings.

- C. The General Manager will accept the Project Schedule in the absence of major defects, as determined by the General Manager.
1. The General Manager's acceptance of the Project Schedule shall not imply that the General Manager has conducted an exhaustive review or evaluation of the sequencing or duration of all activities contained therein.
 2. The General Manager's acceptance of the Project Schedule shall not constitute a warranty of its feasibility, suitability, or reasonableness.
 3. Revisions required in the schedule to conform to the Contract requirements shall not be a basis for claims for extra charges.
 4. The accepted Original Baseline Schedule shall remain the same for the duration of the Contract, and shall not in any way be updated, revised, or changed. The accepted Original Baseline Schedule shall be used for comparison with the current updated schedule, until and if a Revised Baseline Schedule is accepted by the General Manager.
 5. The critical paths shall be clearly identified on the Project Schedule.
 6. The Primavera display layouts and printout layouts of the network logic and bar chart, including activity table, shall show in orderly sequence:
 - i. The activity ID and description
 - ii. Duration
 - iii. Dependencies necessary for completion of the work
 7. The activities shall include:
 - i. Engineering
 - ii. BOP Contractor equipment procurement
 - iii. Demolition
 - iv. Construction operations
 - v. The preparation, submission, review, and approval of submittals
 - vi. Procurement and fabrication of critical materials and equipment
 - vii. Installation and testing of critical materials and equipment
 - viii. Tie-ins to existing facilities
 - ix. Final cleanup
 - x. Pre-First-Fire testing and inspection
 8. The schedule updates for measured actual progress shall add actual activity data to existing activities but shall not change the schedule logic and dependencies nor the planned activity durations and quantities, early-start, and late finish. The update shall not add or delete activities. As a minimum, the schedule shall be updated each

week before the preparation of the Look-Ahead Schedule. At any time upon the written request by the General Manager, a copy of the current update of the Project Schedule shall be submitted on CD-ROM discs within 2 working days.

- D. A revision of the Project Schedule shall take place when planned schedule logic or planned activity data are changed or activities are modified, added, or deleted.
 - 1. Activity IDs shall not be changed when the schedule is revised. Activity IDs from deleted activities shall not be reused.
 - 2. The Project Schedule shall be immediately revised when requested by the General Manager.
 - 3. When a revision of the Project Schedule is required or requested, the revised schedule shall be resubmitted within 10 working days from the date the reason for the change became apparent to the BOP Contractor, or from the date of the General Manager's request, whichever occurs first.
- E. Each week, a Primavera look-ahead schedule shall be prepared prior to the weekly project meeting. The schedule shall cover the preceding week, the current week, and the next 3 upcoming weeks. The look-ahead schedule shall show the work scheduled to be performed in accordance with the accepted Project Schedule and the activities planned for work currently in progress, not yet completed, or completed in the 5-week schedule period.
- F. When changes or delays to the critical path are experienced and the BOP Contractor requests an extension of time, a written Time Impact Analysis shall be submitted, illustrating the influence of each asserted change or delay on the current contract schedule completion date. Each Time Impact Analysis shall include a fragnet that demonstrates how the change or delay is proposed to be incorporated into the Project Schedule. Each analysis shall demonstrate:
 - 1. The estimated time impact, based on the events of delay
 - 2. The date the direction was given to the BOP Contractor to perform the changed work
 - 3. The status of construction at that point in time
 - 4. The computation of event time of all critical activities affected by the change or delay. The event times and activity durations used in the analysis shall be those included in the latest revision and update of the Project Schedule at that point in time or as adjusted for the events of delay.
 - 5. Upon mutual agreement by both parties, fragnets illustrating the influence of extra-work orders and delays shall be incorporated into the Project Schedule during the first revision after agreement is reached.

- G. The BOP Contractor shall use any reasonable system to develop a cash-flow analysis that depicts the estimated cash expenditures in the aggregate, by month, over the life of the project. The BOP Contractor shall provide data in both tabular and graphic display form.

9.0 PAYMENT

9.1 Partial Estimates and Payment

9.1.1 The BOP Contractor shall, by the twenty-fifth day of each calendar month, make in writing a true and accurate estimate of the amount and value of the work done by the BOP Contractor up to that time in the performance of the Contract.

- (i) In the case of work for which unit prices are named in the Contract, the partial estimate shall be computed on the basis of said unit prices. BOP Contractor shall submit invoices, material haul tickets, or other proof to satisfactorily demonstrate the quantities claimed for payment.
- (ii) BOP Contractor shall prepare a detailed schedule of values which, at a minimum contains each bid item from the Bidder's Proposal. The amount and value of the work claimed by the BOP Contractor for partial payment shall be broken down by bid item in the schedule of values.

9.1.2 To the figure arrived at shall be added any amount due the BOP Contractor for extra work and the amount of any approved claims for extra cost to the date of the progress estimate. A deduction of 10 percent will be made from the total estimated value of the work performed until final completion and acceptance of all the work covered by the Contract. From the remainder there shall be further deducted any amounts due the City from the BOP Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the Contract.

From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Except as otherwise provided in the specifications, no part of the BOP Contractor's plant or any material not incorporated in the work shall be included in the partial estimates. Such partial estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

9.1.3 Partial estimates may include the value of required permanent materials which have been delivered to the site but not yet installed or incorporated into the work, and payment for the certified vendor invoice amount will be made therefor, subject to the terms and conditions stated above, and to the following:

- (i) Unless otherwise specified or shown, materials shall be stored or warehoused at no cost to the City to preserve them from damage by weather or loss due to pilferage or other cause. All requests by the General Manager to enclose, cover, or provide other specific method of protection for materials shall be promptly complied with;
- (ii) The BOP Contractor shall submit to the General Manager, copies of original invoices for all materials purchased and shall certify that full payment has been made to the respective vendor or supplier in each case;
- (iii) No such materials shall be eligible for inclusion on any partial estimate for payment unless the BOP Contractor shall have submitted a cost breakdown and unless the cost of such materials shown thereon has been correctly separated as to cost of material alone and the cost of installation; and
- (iv) The BOP Contractor shall maintain at all times and continuously a detailed inventory record of all materials in storage and shall make such record available for the General Manager use at any time.

9.1.4 If at any time the BOP Contractor fails to conform to the foregoing terms and conditions, partial payments for such stored materials will be discontinued. Prior to submitting the estimate to the General Manager, the BOP Contractor shall append to the estimate and sign the following certification: "I certify that: this estimate is a true and accurate claim for the partial payment on a City of Pasadena contract; that the estimate is made in accordance with the requirements of the contract; and I have actual knowledge of the information presented in the estimate."

9.1.5 BOP Contractor shall file with the General Manager a request for release of the 10% retention no sooner than thirty-five (35) days after the Notice of Completion is recorded. The City will record the Notice of Completion within ten (10) days after the Work is completed and accepted by the General Manager.

Pursuant to Section 4590 of the California Government Code, at the request and expense of BOP Contractor, securities equivalent to the 10% retention amount shall be deposited with the City, or with a state or federally chartered bank as escrow agent. Eligible securities are those listed in California Government Code Section 16430 or bank or savings and loan certificates of deposit. Upon satisfactory completion of the Contract, the securities shall be returned to BOP Contractor.

In the event any claims or stop notices are filed, the City will withhold from BOP Contractor amounts sufficient to satisfy them, plus a reasonable amount for costs and expenses, including attorneys' fees, which the City may incur.

Final payment will not be made until BOP Contractor has furnished: (1) written certification that all payrolls, bills for materials and equipment, bills from subcontractors and other claims and indebtedness connected with the Work for which the City might become responsible have been paid or otherwise satisfied; (2) other data required by the City establishing payment or satisfaction of all such obligations, such as releases of stop notices, receipts, and waivers of claims.

10.0 LIQUIDATED DAMAGES

- 10.1 The BOP Contractor understands the City has forecast potential revenues being generated from the operation of the GT-5 Combined Cycle facility on or before the Commercial Operation Date (COD). The BOP Contractor also understands the City has certain obligations to maintain a certain generating capacity and must make arrangements to purchase augmentation in the event that generation capacity is reduced or unavailable.

The City will incur damages if, BOP Contractor's completion of work is late and causes delay to the Power Island Equipment BOP Contractor in the delivery of the equipment and performance of their site-related responsibilities; BOP Contractor's completion of work is late and prevents the City from generating electricity after the COD; The damages associated with each of these conditions are as follows:

10.1.1 Damages Due to Delay to Mechanical Completion Milestone. BOP Contractor will pay to the City Fifteen Thousand Five Hundred Dollars (\$15,500) per day for each and every calendar day's delay in finishing the work in excess of the date prescribed in section 8.4.1; and the BOP Contractor agrees to pay said liquidated damages herein agreed upon, and further agrees that the General Manager may deduct the amount thereof from any money due or that may become due to the BOP Contractor under the Contract.

10.1.2 Damages Due to Delay to Substantial Completion. BOP Contractor will pay to the City Fifteen Thousand Five Hundred Dollars (\$15,500) per day for each and every calendar day's delay in finishing the work in excess of the COD prescribed in section 8.4.2; and the BOP Contractor agrees to pay said liquidated damages herein agreed upon, and further agrees that the General Manager may deduct the amount thereof from any money

due or that may become due to the BOP Contractor under the Contract. City will credit back to BOP Contractor Mechanical Completion liquidated damages on a day for day basis to the extent that the Substantial Completion milestone is achieved.

10.1.3 Damages Due to Delay to 90-Day SCAQMD Permit Window. BOP Contractor will pay to the City Fifteen Thousand Five Hundred Dollars (\$15,500) per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in section 8.5.3(iii); and the BOP Contractor agrees to pay said liquidated damages herein agreed upon, and further agrees that the General Manager may deduct the amount thereof from any money due or that may become due to the BOP Contractor under the Contract.

11.0 EXCUSABLE DELAYS AND EXTENSION OF TIME

11.1 Unforeseeable Causes for Delay

Neither party shall be liable to the other for any delay or failure to perform under the Contract to the extent such delay or failure is due to any unforeseeable cause beyond the affected party's reasonable control, including but not limited to an Acts of God (i.e. natural disaster); or Acts of Man such as strike, lockout, war, embargo, riots; act of the public enemy; unusual delay in transportation or failure of labor or material supply; or any similar or different cause.

11.2 Extension of Time

In the event BOP Contractor is delayed in performing the Work by any of the above causes, BOP Contractor shall be entitled to an extension of time to perform for a period reasonably necessary to overcome the delay. However, as a condition to receiving an extension of time, BOP Contractor must notify the General Manager in writing within five days after the delay begins. This notice must include a reasonably detailed statement of the causes for the delay. An extension of time shall be BOP Contractor's sole remedy for any such delay; BOP Contractor shall not be entitled to damages or additional payment.

If BOP Contractor believes it has not been granted an adequate extension of time to perform, BOP Contractor must file a written request with the General Manager for any additional time needed to avoid delay in completion of the Work. Such request must be filed within five days after the date of the change order and at least 15 days before the specified completion date.

12.0 CHANGES IN WORK QUANTITIES; EXTRA WORK

The City shall have the right to make changes in the Work in order to accomplish the purposes of the project. Such changes will not void the Contract or release the sureties on any bonds given to ensure performance.

No change in the Work shall be made without a prior Change Order approved by the General Manager. Unless such order is first obtained, BOP Contractor shall not be entitled to payment for extra work, material or other expenses in connection with the change. However, if any such change reduces the cost of the Work, the City shall be entitled to deductions from the Contract price whether or not such Change Order is first obtained.

The value of any extra work or materials caused by such changes shall be determined in one or more of the following ways, to be selected by the General Manager:

- A. By an acceptable lump sum proposal from the BOP Contractor;
- B. By applicable prices specified in the BOP Contractor's proposal;
- C. By actual necessary cost plus 10 percent for general superintendence, general expense, overhead and profit. The actual necessary cost will include all expenditures for material, labor, insurance and supplies furnished by the BOP Contractor, and a reasonable allowance for use of the BOP Contractor's plant and equipment, where required, to be agreed in writing before the extra work is begun;
- D. In no case will a separate and additional allowance for general superintendence, general expenses, overhead, or profit be allowed.

Except as specifically provided above, BOP Contractor shall not be entitled to recover anticipated profits, lost profits, losses or damages of any nature in connection with any change in the Work.

The General Manager shall have authority to approve Change Orders. The aggregate price increase of all such Change Orders shall not exceed the amount provided for in the original contract. Any Change Order(s) that exceed this aggregate amount will require execution of a contract amendment approved by the City Council.

Each Change Order shall be in writing and shall state:

1. The original Contract price, the maximum adjustment amount, and the original time for completion, and
2. The increase or decrease in the Contract price and any change in the time for completion due to the Change Order.

13.0 INTENTION TO CLAIM PAYMENT FOR EXTRA WORK

If the BOP Contractor is required to perform work for which the BOP Contractor feels he is entitled to extra payment but for which no authorizing change order has been issued, the BOP Contractor must submit a claim with the General Manager within ten working days after commencing such work in order to preserve BOP Contractor's right to pursue a remedy. Failure to submit a claim within the specified time period shall constitute a waiver of the BOP Contractor's right to receive compensation or time extension for work performed under protest. Such claims may be approved for extra payment if the City determines extra payment is justified.

Each claim must be submitted by filling a written Notice of Intention to Claim Payment for extra work. The Notice must set forth a complete description of the work for which extra payment is to be claimed, the date upon which such work commenced, and the reasons supporting the BOP Contractor's contention that the BOP Contractor is entitled to extra payment.

14.0 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Wherever these Specifications specify any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be deemed to be followed by the words and/or approved equivalent. Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

15.0 BID YOUR FULL EQUAL OR BETTER

Materials furnished shall be new, complete, ready for use and of the latest model, shall not have been used in demonstration or other services and have all the usual equipment as shown by manufacturer's current specifications and catalogs unless otherwise specified.

16.0 EXCEPTIONS AND EXCLUSIONS

No exceptions and exclusions are permitted. BOP Contractor shall discuss and resolve all questions with the project engineer prior to bid opening. The project engineer will respond in writing in accordance with Section 1.6. Any attachment of exceptions, exclusions or clarifications to the Bid Proposal will be deemed non-responsive.

17.0 NOTICE TO PROCEED

The BOP Contractor agrees to begin work within 15 days upon receiving a Notice to Proceed.

18.0 DELIVERY AND SHIPPING

The City will not accept, sign for, or be responsible for any equipment or materials delivered to the job site for the account of the BOP Contractor. The BOP Contractor shall be responsible for the proper delivery, offloading, and storage of all equipment and materials furnished by it, or the City, so as not to delay the progress of the work.

19.0 COMPLETION OF WORK AND ACCEPTANCE

BOP Contractor shall notify the General Manager when BOP Contractor deems the Work complete and ready for final inspection. Upon receipt of this notice, the General Manager will make a final inspection and notify BOP Contractor within five working days that the Work is approved or that additional work is needed before approval.

The Work will not be finally accepted until the General Manager notifies BOP Contractor in writing that the entire Work is completed to his satisfaction. No deviations from the Specifications will be accepted unless previously approved in writing by the General Manager.

Within 10 days after the Work is accepted (Mechanical Completion, Substantial Completion, Final Completion) the City will record a Notice of Completion. BOP Contractor shall be responsible for risk of loss or damage to the Work until the date of the written notice of acceptance from the General Manager. The period of any guarantee or warranty provided under these Specifications shall commence on the date the Work is accepted.

20.0 GENERAL MANAGER CANNOT WAIVE OBLIGATIONS

Neither the General Manager nor any of his representatives, assistants or agents have the power to waive any of the obligations of these Specifications. Failure or omission on the part of the General Manager or his representatives, assistants or agents, to condemn defective or inferior work, equipment or materials shall not imply acceptance of such work, equipment or material nor release BOP Contractor from its obligations for such work, equipment or material, including the

obligation to tear out, remove and properly replace the same at once without compensation. Neither such failure or omission by the General Manager, nor any acceptance by the General Manager or the City Council of any portion of the Work shall bar the City at any subsequent time from recovering from BOP Contractor or its sureties such amount as may be needed to remove and/or rebuild any portion of the Work in which improper work was performed or defective equipment or material was used.

21.0 GENERAL RESPONSIBILITY OF CONTRACTOR

BOP Contractor shall be responsible for satisfactory and complete execution of the Work, in accordance with the true intent of the plans and Specifications. BOP Contractor shall provide, at no additional cost to the City, all incidental services, material, and equipment required to complete the Work, even though not particularly specified or indicated. The work of BOP Contractor shall not vary from the plans or Specifications in form or quality, nor in the amount or value of the material used without previous written consent of the City.

In addition to any specific requirements of these Specifications, BOP Contractor shall generally conform to all Federal, state, county and local laws, ordinances, and regulations applicable to the work.

22.0 SITE RELATED RESPONSIBILITIES OF CONTRACTOR

22.1 Supervision by General Manager

The Work shall be done under the general supervision of the General Manager or his authorized representatives. BOP Contractor shall immediately comply with any orders and instructions of the General Manager or his authorized representatives given in accordance with these Specifications. However, nothing in this paragraph or elsewhere in the Specifications shall relieve BOP Contractor of any of its obligations or liabilities under the Contract or otherwise alter BOP Contractor's status as an independent contractor.

22.2 Site Superintendent

BOP Contractor shall maintain a competent superintendent on the site during all working hours. This superintendent shall be authorized to act on behalf of the BOP Contractor in all matters pertaining to the Work.

The name of the superintendent shall be on file with the General Manager, and the superintendent shall not be changed until the General Manager has been

notified and has approved the change. Any superintendent not deemed capable by the General Manager shall be replaced immediately upon request.

22.3 Character of Workers

BOP Contractor shall employ only competent workers upon the Work. When required by the General Manager, BOP Contractor shall discharge from the Work, and shall not again employ on the Work without the consent of the General Manager, any employee who commits trespass or who is, in the opinion of the General Manager, incompetent, disorderly, abusive, dangerous or insubordinate, or who comes onto the worksite while intoxicated, or who in any way attempts to interfere with the employees of the City in the inspection and supervision of the Work.

BOP Contractor shall be responsible for any trespassing by its employees upon property adjacent to the site, and shall make good at its own expense all damage to persons or property caused by carelessness, negligence, or any act on the part of its employees or agents.

22.4 Methods and Equipment

The methods and equipment of BOP Contractor shall be such as, in the opinion of the General Manager, will furnish a satisfactory quality of work and will enable BOP Contractor to complete the Contract in the specified time. Before commencing work, BOP Contractor shall submit a plan of operation to the General Manager for approval. This plan shall show the size and character of equipment and the methods of work BOP Contractor proposes to use.

If at any time the General Manager finds the methods and equipment of BOP Contractor to be inadequate, the General Manager may recommend that BOP Contractor improve or change them. However, such recommendations shall not relieve BOP Contractor of its obligations to comply with the Specifications and to complete the Work within the time stated in the Contract. BOP Contractor shall be solely responsible for all methods, means, techniques, sequences and procedures, and for coordinating all portions of the Work.

22.5 Defective Materials

Any materials not conforming to the requirements of these Specifications will be considered defective. All such materials, whether in place or not, shall be immediately removed from the site of the Work, unless otherwise permitted by the General Manager. No rejected materials, the defects of which have been subsequently corrected, shall be used until the General Manager has given his approval. If BOP Contractor fails to comply immediately with any order of the General Manager made under the provisions of this Section 13.5, the General Manager shall have the right to remove and replace defective material and to

deduct the cost of removal and replacement from any amounts due or to become due the BOP Contractor.

22.6 Cooperation, Access and Site Preparation

BOP Contractor shall cooperate at all times in the performance of the Work so as to cause the least interference with the work of other contractors or the City. Where appropriate, BOP Contractor shall coordinate and connect its work with the work of the other contractors and the City.

In preparing any Schedule of Operations required, BOP Contractor shall confer with representatives of the General Manager so as to coordinate the Work with that of the City's other contractors.

Upon request, BOP Contractor shall provide full and efficient assistance to the General Manager in obtaining measurements or information on the Work. BOP Contractor shall furnish free and proper facilities for the General Manager or his authorized assistants to enter upon the Work at all times for any purpose.

22.7 Protection of Work, Materials and Equipment

BOP Contractor shall bear all risk of loss or damage to the Work until its final completion and acceptance by the City. BOP Contractor shall be responsible for the proper storage and handling of all materials, including those materials furnished by the City, and for the care of all work until such final completion and acceptance. BOP Contractor shall, at its own expense, promptly replace material damaged or lost during this period, and shall repair any portion of the Work damaged during this period. If BOP Contractor neglects or refuses to do so, the City may do so at BOP Contractor's expense. However, BOP Contractor shall not be responsible for damage exceeding 5% of the Contract amount from Acts of God as defined in California Government Code § 4151, such as earthquakes in excess of magnitude 3.5 on the Richter Scale, provided such damaged work was done according to the Specifications.

BOP Contractor shall not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or delivered, and which may be necessary for the completion of the Work, without the written consent of the General Manager.

22.8 Protection of Existing Improvements and Other Utilities

BOP Contractor shall, at its own expense, preserve and protect from injury all improvements existing at the site, such as equipment, olive trees, flowers, shrubbery, lawns, walkways, decorative rocks and boulders, pedestals, fences, curbs, gutters, sidewalks, parkways, manholes and all other improvements of whatever nature. If any such improvements are injured, damaged, or destroyed

by BOP Contractor, or its employees, subcontractors or agents, they shall be promptly restored by BOP Contractor, at BOP Contractor's expense, to the condition existing before such injury, damage, or destruction.

BOP Contractor shall protect and maintain in uninterrupted service any existing sub-surface utilities and shall promptly repair any damages to such utilities at his own expense. Existing utilities of record in the area affected by this contract may be shown in the reference drawings, however, if any pipe or conduit is encountered, contractor shall determine their usage and inform the General Manager for further course of actions.

22.9 Safety Measures

- 22.9.1 BOP Contractor shall perform all work under this Contract in strict compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA Regulations.
- 22.9.2 BOP Contractor and its subcontractors shall take all safety precautions and furnish and use all safety devices necessary for the prevention of accidents. BOP Contractor shall at all times maintain a safe working environment and provide safe access for inspection by the City, its City Manager or City Representative, to all parts of the Work and to the job site where the Work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested without timely notice to the City Representative of its readiness for inspection and without approval thereof, or consent thereto by the latter.
- 22.9.4 BOP Contractor shall make arrangements for first aid and for the transportation of its own and its subcontractors' injured personnel engaged on the Work.
- 22.9.4 BOP Contractor shall provide temporary stairs, platforms, scaffolding, or other structures that will facilitate the movement of BOP Contractor's personnel in the execution of the work.
- 22.9.5 Without limiting the foregoing, in accordance with generally accepted construction practices BOP Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.
- 22.9.6 BOP Contractor shall provide fire extinguishers at the work place during the execution of Work, and comply with the applicable codes and requirements of the Uniform Fire Code (UFC).

22.10 Sanitation

BOP Contractor shall provide all appropriate sanitary conveniences and shall remove the conveniences at the completion of the Work.

22.11 Power Island Equipment Support

BOP Contractor agrees to negotiate in good faith with the Power Island Equipment vendor and enter into a direct contract to provide craft support in support of its obligations to Owner.

BIDDER'S PROPOSAL FORMS

BIDDER'S CHECKLIST
BIDDER'S PROPOSAL
IDENTITY CONFIRMATION
SUBCONTRACTOR'S FORM

SPECIFICATIONS LD-13-14

BIDDER'S CHECKLIST

The following checklist is provided for the convenience of both you and the City and to help eliminate errors and omissions that may render your bid unacceptable. Please check all appropriate boxes and submit this checklist with your Proposal.

1. **BID SECURITY** (5 % of the bid price payable to the City of Pasadena)
Enclosed in an amount of \$ _____
(a) _____ Surety (Bid) Bond
 _____ Signed by Bidder
 _____ Signed by Attorney-in-Fact of Surety
 _____ Attorney-in-Fact on file with L. A. County Clerk or Pasadena City Clerk
or (b) _____ Annual Surety (Bid) Bond on file with Pasadena City Clerk
or (c) _____ Check Certified by Bank
or (d) _____ Cashier's Check
2. **BIDDER'S PROPOSAL**
 _____ Enclosed
 _____ Signed by Bidder
3. **IDENTITY CONFIRMATION**
 _____ Enclosed and executed by Bidder
4. **SUBCONTRACTOR'S FORM**
 _____ Enclosed
5. **FORMS AA-1 THROUGH AA-3 QUESTIONNAIRE**
 _____ Enclosed
6. **DECLARATION OF NON-COLLUSION BY CONTRACTOR**
 _____ Enclosed
 _____ Signed by Bidder
7. **LIVING WAGE COMPLIANCE CERTIFICATE**
 _____ Enclosed
 _____ Signed by Bidder
8. **LOCAL PARTICIPATION STRATEGY**
 _____ Enclosed
9. **BASE LINE SCHEDULE**
 _____ Enclosed
10. **MAJOR EQUIPMENT VENDORS FOR POWER DISTRIBUTION CENTER AND PLANT CONTROL SYSTEM**
 _____ Enclosed
11. **COST OF POWER ISLAND CONTRACTOR CRAFT SUPPORT**

SPECIFICATIONS LD-13-14

BIDDER'S PROPOSAL

FOR
PROVIDING LABOR AND MATERIALS

FOR

GLENARM REPOWERING BALANCE OF PLANT DESIGN AND CONSTRUCTION

To the Honorable City Council
of the City of Pasadena, California

Gentlemen:

In response to the Notice Inviting Bids for the Glenarm Repowering Balance of Plant Design and Construction for the City of Pasadena, Water and Power Department, the undersigned hereby proposes and agrees to provide all necessary and incidental labor, supervision, transportation, materials, construction equipment, tools, and including the use of helicopter services, if necessary, to satisfactorily complete the Work in strict conformity with the Specifications for the firm prices hereinafter indicated.

<u>PART I - ITEMIZED COST PROPOSAL</u>					
	Bid Item	Quantity	Description	Unit Price	Total Amount
A	GENERAL CONDITIONS				
	A.1	LS	Insurances, Bonds, Mobilization	Lump Sum	\$_____
	A.2	LS	Building Permits	Lump Sum	\$_____
	A.3		Part IA SUBTOTAL		\$_____
B	ENGINEERING				
	B.1	LS	Detailed Engineering, Studies and Submittals	Lump Sum	\$_____
	B.2		Part IB SUBTOTAL		\$_____
C	ENGINEERING				

	C.1	LS	Furnish Plant Control System software, programming, cabinets and all necessary hardware per Attachment A.1.J	Lump Sum	\$_____
	C.2	LS	Furnish, Power Distribution Center, including switchgear, breakers and all other associated equipment per attachment A.1.I.5	Lump Sum	\$_____
	C.3	LS	Furnish auxiliary transformers per attachment A.1.I.5	Lump Sum	\$_____
	C.4	LS	Balance of Engineered Equipment	Lump Sum	\$_____
	C.5		Part IC SUBTOTAL		\$_____
D	DEMOLITION AND REMEDIATION (Attachment A.1.F)				
	D.1	LS	<p>Exclusive of D.2 through D.6 which are provided separately below:</p> <p>Demolition of Existing Above Grade Site Infrastructure per Attachment A.1.F.2</p> <p>Storm Drain Relocation, including demolition and haul-off of existing storm drain culvert per Attachment A.1.F.3</p> <p>Site fences and gates per Attachment A.1.F.8</p> <p>Site grading, paving, sidewalks, and landscaping per Attachment A.1.F.7</p> <p>Glenarm Building stack removal, duct removal, repair of circulating water and other openings</p> <p>Furnish all materials and labor for the Glenarm Building Mothballing per Attachment A.1.X</p>	Lump Sum	\$_____

	D.2	700 CY (Cubic Yards)	Concrete demolition for tunnels, stack foundations, train tracks, gantry crane per Attachment A.1.F.2. Provide lump sum price for the 700 CY and a \$/CY for amounts in excess of 700 CY.	\$____/Ton	\$_____
	D.3	2,500 CY	Import fill to fill tunnel voids per Attachment A.1.F.2. Provide lump sum price for the 2,500 CY and a \$/CY for amounts in excess of 2,500 CY.	\$____/Ton	\$_____
	D.4	1,300 CY	Organics removed from site per Attachment A.1.F.2. Provide lump sum price for the 1,300 CY and a \$/CY for amounts in excess of 1,300 CY.	\$____/Ton	\$_____
	D.5	13,000 CY	Over-excavate and re-compact soils, but not removed from site per Attachment A.1.F.2. Provide lump sum price for the 13,000 CY and a \$/CY for amounts in excess of 13,000 CY.	\$____/Ton	\$_____
	D.6	25 CY	Lead contaminated soil, removed from site and disposed per Attachment A.1.F.2. Provide lump sum price for the 25 CY and a \$/CY for amounts in excess of 25 CY.	\$____/Ton	\$_____
	D.7		Part ID SUBTOTAL		\$_____
E	GT5 CONSTRUCTION EXCLUSIVE OF DEMOLITION				
	E.1	LS	Civil Construction	Lump Sum	\$_____
	E.2	LS	Structural Construction	Lump Sum	\$_____
	E.3	LS	Mechanical Construction	Lump Sum	\$_____
	E.4	LS	Electrical Construction	Lump Sum	\$_____
	E.5	LS	I&C Construction	Lump Sum	\$_____

	E.6	LS	Furnish all materials and labor for the erection of the new Water Lab per Attachment A.1.E	Lump Sum	\$_____
	E.7	LS	34.5kV work between GSU and on-site 34.5kV vault per Attachment A.1.I.3	Lump Sum	\$_____
	E.8	LS	17kV work between Aux Transformer Bank and on-site 17kV vault per Attachment A.1.I.3	Lump Sum	\$_____
	E.9		Part IE SUBTOTAL		\$_____
F	STARTUP, COMMISSIONING AND TRAINING				
	F.1	LS	Startup and Commissioning per Attachment A.1.O	Lump Sum	\$_____
	F.2	LS	Allowance for craft support for power island contractor based on two pipe fitters and two electricians for a period of 3 months working a 6-10 schedule. Time will be billed on a T&M basis.	Lump Sum	\$_____
	F.3	LS	Training, and O&M Manual Assembly per Attachment A.1.	Lump Sum	\$_____
	F.4	LS	Operating procedures development	Lump Sum	\$_____
	F.5		Part IF SUB TOTAL		\$_____
G	CONTROL ROOM - THE PREFERRED APPROACH IS G.1 WHICH IS INCLUDED IN THE GRAND TOTAL. THE CITY AT ITS OPTION MAY DEDUCT THE COST OF G.1 AND SUBSTITUTE G.2.				
	G.1	LS	Furnish all materials and labor for the erection of the new Operations and Control Building per Attachment A.1.E	Lump Sum	\$_____

	G.2	LS	Furnish all materials and labor to locate the controls for GT5, as well as GT3 and GT4, in a double-wide trailer	Lump Sum	\$_____
H	WORKSHOP - THE WORKSHOP IS INCLUDED IN THE GRAND TOTAL. THE CITY MAY CHOOSE TO DEDUCT THE WORKSHOP				
	H.1	LS	Furnish all materials and labor for the Maintenance Shop tenant improvement and new Welding Shop per Attachment A.1.E	Lump Sum	\$_____
<u>PART II - GRAND TOTAL PRICING</u>					
Grand Total = A.3 + B.2 + C.5 + D.7 + E.9 + F.5 + G.1 + H.1				Lump Sum	\$_____

Each bidder must bid on all of the above items. If any bidder makes any alteration, interlineation or deviation in any of the printed matter of the proposal or if the signature of the bidder is incomplete, the bid will be considered informal and may be rejected.

Refer to section 3.2 in case of a discrepancy between the Item Prices and the Total Price.

The prices quoted herein include all applicable federal, state, local, and other taxes.

The undersigned bidder agrees to commence work on the start date indicated in the Notice to Proceed and proposes and agrees to have the Work completed by the date specified in Section 8.1.

The undersigned bidder acknowledges receipt of the following addenda issued for the above project. If no addenda have been received, write "none". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addenda Received:

Addendum No.	Bidder's Initials
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The bidder declares that neither he nor any member of his firm or corporation is an officer or an employee of the City of Pasadena.

California State Contractor's License Number _____

The undersigned certifies that he is an official legally authorized to bind their firm and to enter into a contract should the City accept this proposal.

Bid proposal by

(Name of Firm)

Legal status of bidder: (Please check the appropriate box)

A. Corporation _____ State of Incorporation _____

B. Partnership _____ List Names _____

C. DBA _____ State Full Name _____ DBA

D. Other _____ Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Print Name _____

Address _____ City _____ Zip _____

Telephone No. _____

Signed this _____ day of _____ 2014

SPECIFICATIONS LD-13-14

IDENTITY CONFIRMATION

BOP Contractor's Name

Office Address

If an individual, so state

If a partnership, corporation or firm, so state, giving the names and addresses of individuals constituting the organization.

If a corporation, give the following information:

Name of President

Name of Secretary

Organized under the laws of the State of

Name and address of local representative

Telephone:

Fax:

(Here attach a certificate in form to confirm 1) the identity of the bidder or officer who signs above, 2) the fact that he is the officer named, and 3) his authority to bind the bidder).

SPECIFICATIONS LD-13-14

SUBCONTRACTOR'S FORM

In accordance with the requirements in Section 3.4 of the Specifications, each bidder who contemplates subcontracting any part of the Work shall set forth below a description of the work that will be done under such subcontract. (Use one of these forms for each subcontractor)

Name of Subcontractor: _____

Location of the Place of Business: _____

DESCRIPTION OF THE WORK TO BE SUBCONTRACTED:

SPECIFICATIONS LD-13-14

MAJOR EQUIPMENT VENDORS FORM

In accordance with the requirements in Section 3.4 of the Specifications, each bidder who contemplates subcontracting any part of the Work shall set forth below a description of the work that will be done under such subcontract. (Use one of these forms for each subcontractor)

Major Equipment Item: _____

Name of Vendor: _____

Location of the Place of Business: _____

DESCRIPTION OF THE EQUIPMENT:

APPENDIX A

Declaration of Non-Collusion

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

The undersigned declares:

I am _____,

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of _____

(Insert name of bidder)

The party making the forgoing bid/proposal submitted herewith to the City of Pasadena declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Pasadena, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his or her bid/proposal;
- c. Did not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit, or cost element of the bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, or to any individual or group of individuals thereof to effectuate a collusive or sham bid, except the City of Pasadena, and has not paid, and will not pay, any person or entity for such purpose or to any person or persons who have a partnership or other financial interest with said bidder in his or her business.

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

I certify under penalty of perjury of the laws of the State of California that the above information is correct.

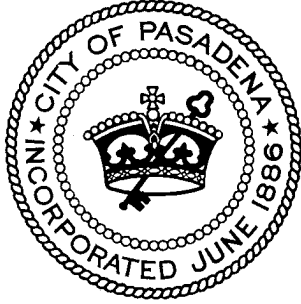
By: _____

Title: _____

Date: _____

APPENDIX B

Equal Employment Forms (AA-1, AA-2, AA-3)



Purchasing & Payables Division

100 N. Garfield Ave., Room 328

Pasadena, CA 91101

(626) 744-6755

(626) 744-6757 Fax

Internet: www.ci.pasadena.ca.us/purchasing

Article I. Vendor List Questionnaire (Form AA-1)

Article II.

Affidavit of Equal Opportunity Employment & Non-segregation

In order to be placed to the City's vendor list and be eligible to receive City business, you must provide the following information except where indicated as "optional". By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company _____ Business Telephone _____

Address _____ Fax number _____
(optional)

City _____ State _____ Zip _____

Contact Person _____ E-mail Address _____
(optional)

Tax ID Number (or Social Security Number) _____

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company provides:

Small and Micro Business Preference Program: If certified by California Department of General Services as a small or micro business, please provide DGS Reference Number _____. Visit the Purchasing Division website for additional information.

The following section is **OPTIONAL** and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American _____ Asian _____ Armenian _____ Hispanic _____ Native American _____
Disabled _____ Female _____

Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: _____ Project: _____

[illegible]

Are any current employees or potential new hires Pasadena residents? If so, how many?

Current Permanent Workforce Utilization (Form AA-3)

OPTIONAL

Name of Company: _____ Project: _____

Completion of this form is OPTIONAL. Any information supplied by vendors is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/ Managers								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi-skilled)								
Laborers								
Service Workers								
TOTAL								

APPENDIX C

Living Wage Compliance Certification

Living Wage Compliance Certification

This contract is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The Ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000:

- ◆ Pay no less than ten dollars and seventy-five cents (\$10.75) per hour plus medical benefits of no less than one dollar and eighty-five cents (\$1.85) per hour, or twelve dollars and sixty cents (\$12.60) per hour without medical benefits to all employees who spend any of their time providing labor or delivering services to the City of Pasadena. Additionally, in January 2014 and each January thereafter the Living Wage rate shall be adjusted by the change in the Consumer Price Index, for the Los Angeles-Riverside-Orange County area, for the most recently available 12 month period. Accordingly, current City contractors will be required to adjust wage rates no later than July 1st, to remain in compliance.
- ◆ Notify employees who spend any of their time providing labor or delivering services to the City of Pasadena who make less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

On August 4, 2008, the Pasadena City Council amended the Living Wage Ordinance such that the provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made _____ will comply with the

(Name of Company)

requirements of the Pasadena Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Pasadena Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Pasadena Municipal Code Chapter 4.11.

(Name)

(Title)

(Signature)

(Date)

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 626.744.6755.

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 626.744.6755.

APPENDIX D

Sample Labor and Materials Contract

LABOR AND MATERIALS CONTRACT NO.

THIS CONTRACT is made between the CITY OF PASADENA ("City"), a municipal corporation, and _____, a _____ corporation **[or partnership or business or sole proprietorship]** with headquarters at _____

("Contractor").

The City and Contractor agree as follows:

1.0 Contractor shall furnish all necessary and incidental labor, material, equipment, transportation and services

2.0 All work shall be done in a manner satisfactory to the General Manager of Pasadena Water and Power and shall be of workmanlike quality.

In the event Contractor fails to perform satisfactorily the City shall advise Contractor in writing, and Contractor shall have thirty (30) days to cure such failure to satisfactorily perform. If Contractor fails to so cure its performance within said 30 days, the City may, at its option, terminate this Contract for default without further liability, other than payment to Contractor for work performed satisfactorily prior to the date of termination.

3.0 Contractor shall commence work

4.0 In consideration of satisfactory and timely performance of services, the City shall pay Contractor as follows:

4.1 An amount not to exceed _____
_____(\$_____), in accordance with Section I-3.11, Partial payments, of
Specification
_____.

4.2 Contractor's total compensation including change orders shall not exceed \$_____, without prior authorization of the City Council.

5.0 Concurrently with the execution of this Contract, Contractor shall furnish bonds of a surety satisfactory to the City, as provided in the specifications and Notice Inviting Bids. The cost of the bonds shall be paid by Contractor.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 INDEPENDENT CONTRACTOR.

6.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

6.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

6.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority,

express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

6.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

6.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

6.5 WAIVER. The City's waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

6.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

6.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

6.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof.

6.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall

be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

7.0 INTERPRETATION.

7.1 APPLICABLE LAW. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

7.2 ENTIRE AGREEMENT. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

7.3 WRITTEN AMENDMENT. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

7.4 SEVERABILITY. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

7.5 ORDER OF PRECEDENCE. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Specifications shall control over the Contractor's bid.

7.6 CHOICE OF FORUM. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

7.7 DUPLICATE ORIGINALS. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

7.8 TIME OF ESSENCE. Time is strictly of the essence of this Contract and each and every covenant, term and provision hereof.

7.9 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

7.10 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

7.11 INDEMNITY.

7.11.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

A. any activity on or use of City's premises or facilities or any performance under this Contract; or

B. any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

7.11.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or wilful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity agreement.

7.12 RELEASE. Contractor agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

7.13 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

7.13.1 Automobile Liability with minimum limits of at least \$100,000/300,000/50,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

7.13.2 General Liability with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

A. If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

B. Blanket Contractual Coverage **[if required]**.

C. Products/Completed Operations Coverage **[where such risk is applicable]**.

D. Explosion, Collapse and/or Underground (X, C, and/or U) coverage **[where such risk is applicable]**.

7.13.3 Professional Errors and Omissions coverage in a sum of at least \$1,000,000. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

7.13.4 Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

A. Provide copy of permissive self-insurance certificate approved by the State of California; or

B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or

C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.13.5 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

7.13.6 Insurance shall be placed with insurers with a Best's rating of no less than B:VIII.

7.13.7 Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

7.13.8 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due Contractor, at City's option; (b) immediately terminate this Contract; or (c) self insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor.

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7.14 NOTICES.

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to the City:

Phyllis E. Currie, General Manager
Pasadena Water and Power Department
City of Pasadena
150 South Los Robles Avenue, Suite 200
Pasadena, CA 91101

[With a Copy to:]

If to the Contractor:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

7.15 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

7.16 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the

basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

7.17 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION.

Contractor hereby agrees to assign to the City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act Chapter 2 (Commencing with section 16700) or part 2 of Division 7 of the Business and Professions Code, or any similar or successor provisions of Federal or State law, arising from purchases of goods, services or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

8.0 ADDITIONAL ASSURANCES BY PASADENA CONTRACTORS.

8.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Contractor agrees to comply with section 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code section 12900 et seq.) and to this end:

8.1.1 Contractor certifies and represents that, during the performance of this Contract, the contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Contractor further certifies that it will not maintain any segregated facilities.

8.1.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this contract, state that it is

an "equal opportunity employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

8.1.3 Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

8.1.4 If requested to do so by the City, contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

8.1.5 Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this contract and which are performed within the City.

8.1.6 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

8.1.7 The Contractor shall include the provisions set forth in paragraphs numbered 8.1.1 through 8.1.6 of this section, inclusive, in each of its subcontracts.

8.2 PASADENA BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Pasadena Business License which may be required by the Pasadena Municipal Code.

8.3 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least 3 years after termination of the Contract.

The Contractor shall maintain all such records in the City of Pasadena. If not, the Contractor shall, upon request, promptly deliver the records

to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

8.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

9.0 TAXPAYER PROTECTION AMENDMENT

Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract/transaction are prohibited from receiving specified gifts, campaign contributions or employment from Contractor/Organization for a specified time. As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who negotiated and/or approved this Contract/transaction.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

CITY OF PASADENA

By: _____

Michael J. Beck
City Manager

ATTEST:

Mark Jomsky, CMC
City Clerk

DATED:

By: _____

(Print Name)

APPROVED AS TO FORM:

(Title)

Lisa Hosey
Deputy City Attorney

REVIEWED:

Larry Hammond
Purchasing Administrator

APPENDIX E

Certificate of Insurance Requirements

Name of Co: _____

Project Title: _____

Note: Insurance requirements listed below are applied at the time contract award. The Request for Insurance may be amended by the City, to require less or greater requirements depending on the potential risk involved. Proof of insurance is not required at the time of bid.

1. PLEASE PROVIDE THE BELOW LISTED DOCUMENTS TO YOUR PROJECT MANAGER.
2. PLEASE SUBMIT THESE IN ONE (1) PACKAGE WHEN YOU HAVE ALL INSURANCE DOCUMENTS IN HAND. THE INSURANCE DOCUMENTS WILL BE FORWARDED AND REVIEWED BY THE CITY'S RISK MANAGER.

Include on one or two Acord forms with the coverage limits, policy numbers, and dates for:

- A. ☐ **General Liability:** Combined Single Limit of \$1,000,000 per occurrence.
☐ **Additional Insured Endorsement form(s)** Naming as Additional Insured ("City of Pasadena, its Council Members, Commissioners, officers, employees and agents.")
Please provide either this: ☐ CG 20 10 11 85;

or both of these forms ☐ CG 20 10 XX XX (for *ongoing* operations) **AND**
☐ CG 20 37 XX XX (for *completed* operations).

☐ **Endorsement Waiver of the Right of Subrogation for General Liability** against the City of Pasadena.

☐ Coverage XCU is required if applicable
- B. ☐ **Auto Liability:** \$100,000 combined single limits unless vehicles are not involved.
- C. ☐ **Worker's Comp** in statutory amounts. A separate certificate may be submitted. The City need not be named as additional insured.
☐ **Endorsement Waiver of the Right of Subrogation for Worker's Comp** against the City of Pasadena.

OTHER CRITICAL INCLUSIONS:

1. The City of Pasadena shall be given 30 days written notice of cancellation or material change. The certificate submitted will not be approved if it contains "best effort" modifiers or if it relieves the insurer from responsibility for failure to give notice.

INSURANCE

A. Without limiting Contractor's obligation to indemnify City, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|-----------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal
injury and property damage. If Commercial
General Liability insurance or other form with
a general aggregate limit is used, either the
general aggregate limit shall apply separately
to this project/location or the general aggregate
limit shall be twice the required occurrence
limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Contractor maintains higher limits than the minimums shown above, City is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The City of Pasadena, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insurance Guidelines - Long Form.Docx

Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the City of Pasadena, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to City.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to City.

I. Verification of Coverage

(1) Contractor must furnish City with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by City or, if on other than City's forms, must conform to City's requirements and be acceptable to City.

(3) City must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the City of Pasadena, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the City of Pasadena. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of City. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against City for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical,

dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold City harmless from any liability which City may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of City except as to the final result contracted for under this Contract. City may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to City under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold City harmless from any claims that may be made against City based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

APPENDIX F

Contract Bonds

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT....., as principal, and
....., as surety, are held and firmly bound unto the City of Pasadena, a municipal corporation, in the just and
full amount of.....

(words and figures)

for the payment whereof we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this.....day of....., 19.....

The condition of the foregoing obligation is such that,

WHEREAS, the above-named principal is about to enter into a contract with the City of Pasadena whereby said principal agrees

to.....
.....
.....
.....
.....

as provided in said contract, which said contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said principal shall well and truly do and perform all things agreed by it/him in said contract to be done and performed, then this
obligation is to be void; otherwise to remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made shall not in any way release the principal or the
surety hereunder, nor shall any extensions of time granted release either the principal or the surety, and notice of such alterations or extensions of the contract is hereby
waived by the surety.

WITNESS our hands this.....day of....., 19.....

.....
Principal

By.....

and.....

.....
Surety

By.....

Surety on this bond has complied with
Chapter 2.350 of the Pasadena Municipal
Code (Ordinance No. 6229).

Dated.....

.....
City Clerk

By.....
Deputy

Approved as to Form:
CITY ATTORNEY

By.....
Scott D. Rasmussen
Assistant City Attorney

CONTRACTORS BOND

NOW ALL MEN BY THESE PRESENTS:

THAT.....as principal, and
....., as surety, are held and firmly bound
into the City of Pasadena, a municipal corporation, in the just and full amount of.....
.....
(words and figures)

for the payment whereof we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this.....day of....., 19.....

The condition of the foregoing obligation is such that,

WHEREAS, the above-named principal is about to enter into a contract with the City of Pasadena whereby said principal agrees
to.....
.....
.....
.....
.....
.....
.....
.....
as provided in said contract, which said contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said principal or its/his subcontractors fail to pay for any materials, provisions, provender or other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the surety will pay for the same in an amount not exceeding the sum here in above specified, and in case suit is brought thereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made shall not in any way release the principal or the surety hereunder, nor shall any extensions of time granted release either the principal or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

This bond shall inure to the benefit of any and all persons entitled to file claims under Section 3181 et. seq. of the Civil Code of the State of California, and shall give a right of action to such persons or their assigns in any suit brought upon this bond.

WITNESS our hands this.....day of....., 19.....

.....
Principal

By.....

and.....

.....
Surety

By.....

Approved as to Form:
CITY ATTORNEY

Surety on this bond has complied with
Chapter 2.350 of the Pasadena Municipal
Code (Ordinance No. 6229).

Dated.....

.....
City Clerk

By.....
Deputy

By.....
Scott D. Rasmussen
Assistant City Attorney

APPENDIX G

City of Pasadena Local Participation Plan

PASADENA FIRST BUY LOCAL **LOCAL PARTICIPATION PLAN**

Background

The City of Pasadena are undertaking a major capital improvement project (Project). It is imperative that Pasadena businesses and local workforce be given the opportunity to participate in the potential economic opportunities. The following Local Business Participation Plan (Plan) is an operational extension of [Pasadena First Buy Local \(PFBL\)](#) and is prepared by the City of Pasadena to better prepare Pasadena residents and Pasadena based businesses for available economic opportunities. Outreach efforts shall include but not be limited to those identified in the [Pasadena First Buy Local Operations Document](#) received by City Council (June-2010), and shall be carried out for the Project.

This Project is operating under a Project Labor Agreement with the Los Angeles and Orange County Building and Construction Trades. The goal for local hiring [of Pasadena residents] is 25% of the certified payroll. Separately, this Project will have a goal of 15% of local subcontracting and procurement.

Definitions

1. Local Resident: a person with a primary address in the City of Pasadena by the time of the bid release.
2. Local Business: defined as a fixed place of business or residence within the City of Pasadena by the time the bid release.

PFBL Outreach Efforts:

Available economic opportunities will be assessed to determine the appropriate outreach effort. All outreach efforts prescribed in [Objective Two of the PFBL Operations Document](#) shall be designed to mobilize local residents and/or local business relative to the economic opportunities available. Examples of outreach efforts to local residents and businesses will include but not be limited to: maintaining a database of potential local residents and business, verifying information provided by local residents; facilitating interviews between prime and Local Businesses; facilitating interviews between contractors and Local Residents; notify Local Businesses and Residents of available opportunities; preparing Local Businesses and Residents to compete for available opportunities; and informing Pasadena First Buy Local Working Group of outreach strategies for the Project.

PFBL Outreach Tools: Outreach efforts prescribed in [Objective One of the PFBL Operations Document](#) shall be applied to utilize administer effective outreach and marketing efforts. The City's Local Hiring database of Local Residents for construction job referrals, as well as other appropriate and sufficient data sources shall be utilized to announce and solicit local interest for construction job referrals. The City's Business License list of Local Businesses shall be utilized for Local Business Referrals, as well as Local Businesses registered on the City's online bid notification system (Planet Bids).

Local advertisements and flyer distributions with various Community Based Organizations shall also be utilized.

Local Subcontractor Solicitation Process for Contractors bidding on the Project:

This section is relative to [Ongoing Review & Evaluation of the PFBL Operations Document](#) to strategies for monitoring local participation on public projects. It is the policy of the City of Pasadena (Municipal Code 4.08.015) to:

“Promote the local economy by encouraging local business enterprises to make bids and proposals for city contracts and to provide the preferences for such firms when competing for city contracts...”

Any contractor or procurement that does not satisfy at minimum 15% of their subcontracting or procurement with Local Businesses must submit proof of the following outreach components taken. Forms shall be provided to the contractors to assist them in documenting the following steps. Note: 15 points are required to pass the Local Subcontractor Solicitation Process. Less than 15 points will be considered nonresponsive.

Component One – Compile a list of Local Businesses (mandatory):

Contractors shall contact Pasadena First Buy Local to generate a list of Local Businesses with active business licenses in the trades that you intend to subcontract no later than seven calendar days prior to the bid date.

Component Two – Advertise (5 points): Contractors shall place an ad in two local news publications that distribute in the City of Pasadena at least 3 days prior to bid date. At least one of these publications must be in paper print. Your ad should contain, at the very minimum, your company information, a contact person responsible for soliciting bids, the trades and/or services you are requesting, the title and location of the Project, and where bid documents can be reviewed/obtained.

Component Three – Solicit Local Businesses (5 points): Contractors shall solicit bids from Local Businesses in each category they intend to subcontract no later than three days prior to the bid date. Prime contractors shall submit a spread sheet containing all bids including those subcontractors not selected (with dollar amounts, and contact information); and reasons for selection or non-selection.

Component Four – Collaborate with Local Businesses (10 points): Prime contractors shall engage in a discussion with Local Businesses matching one or more areas of work they intend to subcontract no later than three days prior to bid date. Prime contractors shall submit a spread sheet containing all bids including those subcontractors not selected (with dollar amounts, time and dates discussions took place, notes from the collaboration, and pertinent contact information); Prime Contractors must also explain reasons for non-selection.

Compliance Monitoring:

This section is relative to [Ongoing Review & Evaluation of the PFBL Operations Document](#) to strategies for monitoring local participation on public projects. PFBL will, where applicable, utilize an online Labor and Contract Compliance software to track all payments to prime and subcontractors, and all types and levels of labor working on the entire Project. The system will include but not be limited to the following general functions:

- Exchange data with existing financial, ERP, procurement, and other third party systems
- Collect and manage certified payroll data for multiple Projects
- Collect and manage contract data (payment information) for multiple between prime and subcontractors
- Can function as a web-base software; and be accessible through standard web browsers.
- Generate custom reports
- Manage and provide real time prevailing wage data
- Set, manage and monitor diversity goals during construction
- Provide reporting based on targeted goals

Where applicable, a policy regarding construction related work for the Project shall include a clause that requires the contractors and their subcontractors to offer the City of Pasadena a right of first refusal on behalf of Pasadena Residents for construction work trades related but not limited to general labor, construction clean up, and demolition and shall not be included in a contractor's core staff. There shall be no employment openings under the contract until such right of first refusal has been provided. General contractors and/or their subcontractors shall interview candidates referred by the City.

Where applicable, the contractor's performance regarding local participation for this Project will be strongly considered when trying to secure future contacts.

Where applicable, review of the contractor's Workforce Utilization Plan: delineate the workforce composition and schedule to ensure that local workers are incorporated into the plan before the Project starts.

Where applicable, a contractor's labor and contract related items will be in compliance prior to contractor award.

Local Business Participation:

Efforts prescribed in [Objective Four of the PFBL Operations Document](#) shall be applied to promote local preferences in accordance with City policy. Satisfy at least 15% of the subcontracting or procurement with local businesses. The City of Pasadena is committed to providing to all local contractors, businesses and residents an opportunity to participate in the Project. Contractors that do not satisfy the goal of 15% local

subcontracting will be required to show proof of their efforts to solicit and secure the services or products of local businesses. This would include supplies, materials and equipment required by both contractors and subcontractors. Contractors/Subcontractors performing work on the Project will strive to achieve maximum participation from the local community and will undertake all reasonable efforts to purchase goods and materials from local suppliers and utilize local contractors where possible in the performance of the work.

Local Hiring:

Per the Project Labor Agreement for this Project, there will be a goal of at least 25% local hiring. The Contractors will provide all available construction related jobs for the duration of the Project prior to closing the position. All outreach efforts prescribed in [Objective Three of the PFBL Operations Document](#) shall be applied to make referrals of Pasadena Residents on the Project.

To improve the quality of the Local Resident referrals an “information validation process” shall be implemented by a third-party. This process is designed to confirm the following information: residency; type of construction related skills; previous jobs worked on; and level of experience in construction.

Local Workforce Development:

The City of Pasadena’s goals are to have each of the contractor/subcontractors sponsor an apprentice from Pasadena on the Project as required by State Contracting requirements. A list of Local Residents interested in construction job referrals shall be provided. PFBL will conduct seminars as necessary which will include and utilize union representatives, pre-apprenticeship representatives, contractors, trade schools and work source centers as a means of informing interested residents as to how to begin a career in construction.

Additionally and where applicable, utilize the Foothill Workforce Investment Board office as support in job development services, outreach, and referrals.

Responsibilities:

PFBL Shall:

1. Based on the available economic opportunities, conduct sufficient community forums or “Opportunity Fair” to match Local Businesses and Residents to available opportunities. The Opportunity Fairs shall:
 - a. Be held in the City of Pasadena
 - b. Provide information to Local Businesses on contract scopes of work and bid requirements.
 - c. Provide information to Local Residents on construction related job opportunities and requirements that will be available at the Project.

- d. Be advertised in local newspapers, trade and focus publications and the Project website. Information advertised shall include descriptions of the Project, direct phone numbers, mailing address and fax number for solicitation of bids or construction job opportunities. Advertisements will be completed prior to each "Opportunity Fair" to allow adequate time for interested parties to respond and prepare.
2. Endeavor to identify "Apprenticeship programs" for referral and placement of Local Residents.
3. Be responsible for the day-to-day monitoring and coordination of the overall Program and contractor compliance review.
4. Coordinate directly with Project Team to understand proposed bid packages to be released including trades, materials, equipment, licensing requirements, certifications and training, etc., necessary for performance of the work of each bid package.
5. Conduct monthly meetings with the contractors, first tier subcontractors, and the Project Team to review Project personnel vacancies so that pre-qualified previously interviewed candidates can be considered. Face to face meetings with potential candidates will be arranged once a mutual interest has been established.
6. Submit monthly summary reports to the Project Team.
7. Prepare and present quarterly reports of Local Outreach activities that occurred during the previous quarter and provide an accounting of community participation for local hiring, local contractor participation and workforce development to the Project Team. Additionally, submit a final report for the Project indicating objectives and results.
8. Work directly with contractors, subcontractors and local businesses and employment entities (e.g. unions, building trade councils, apprenticeship groups and locally based minority groups) to recruit Local Businesses and Local Residents.
9. Maintain records of all Pasadena Residents requesting construction job referrals.
10. Coordinate with a third-party to perform an "information validation process" of potential applicants, and maintain a list of Local Residents available to perform work on the Project. Pasadena First Buy Local will contact local employment agencies and solicit from their databases. Meet with non-union contractors/subcontractors and obtain vacancy lists to establish current labor requirements.

11. As necessary, schedule interviews on behalf of and between the contractors/subcontractors and potential candidates (Local Residents). Additionally, an interview may be conducted to further ascertain a person's readiness for construction related work.
12. Conduct job or business development workshops with union representatives, pre-apprenticeship representatives, contractors, trade schools, other public agencies. Work with source centers as a means of preparing residents or Local Businesses to compete for economic opportunities in the construction trades. Local Residents who would qualify at an apprentice level position would be referred to for union sponsorship on the Project.
13. Pasadena First Buy Local will coordinate with Local Residents to brief prospective apprentices on the system and report whether or not the contractors/subcontractors have followed through with their sponsorship commitments.
14. Promote all pre-bid meetings.
15. Review bids for outreach compliance
16. Perform information validation of local hiring referrals
17. Review Workforce Utilization Plan
18. Prepare and maintain database of local residents, contractors, and businesses
19. Review and selection of referrals
20. Review certified payrolls
21. Coordinate with necessary unions
22. Coordinate technical assistance for local residents, contractors and businesses

Strategic Partnerships:

Outreach efforts prescribed in [Objective Five of the PFBL Operations Document](#) shall be applied to utilize Strategic Partnerships to facilitate technical assistance where needed.

1. Finance
 - a. Pacific Coast Regional
 - b. Los Angeles Urban League
 - c. Valley Economic Development Center
2. Technical Assistance
 - a. Pacific Coast Regional
 - b. State of California: Department of General Services
 - c. State Department of Industrial Relations, Division of Occupational Safety and Health (DOSH) – Los Angeles
 - d. Labor Ready
3. Job Development Training
 - a. State of California State Department of Industrial Relations, Department of Apprenticeship Standards - Los Angeles

- b. Los Angeles/Orange Counties, Building & Construction Trades Council AFL-CIO
- c. Labor International Union of North America (Local 300)
- d. State Department of Industrial Relations, Division of Occupational Safety and Health (DOSH) – Los Angeles
- e. Flintridge Foundation
- f. Foothill Workforce Investment Board
- g. Labor Ready

Project Team Shall:

1. Coordinate directly with Pasadena First Buy Local to provide proposed bid packages prior to release, to include all required trades, materials, equipment, licensing requirements, and certifications necessary for performance of the work of each bid package.
2. Attend monthly coordination meetings with Pasadena First Buy Local; and/or monthly meetings with the contractors, first tier subcontractors, and Pasadena First Buy Local to review Project personnel vacancies so that previously interviewed candidates can be considered.
3. Require all contractors to notify (via email; and/or fax) Pasadena First Buy Local of new or replacement positions along with detailed work trade information, and requirements for the position 10 working days prior to closing:

Pasadena First Buy Local:
awatson@cityofpasadena.net; and/or
 626-744-8382 phone
 626-396-7210 fax

4. Require all contractors and subcontractors to utilize the supplied compliance software designated by the Department of Finance, Purchasing Division throughout the duration of the Project.

APPENDIX H

Local Participation Strategy

BIDDER'S LOCAL PARTICIPATION STRATEGY

[Submit with Bid]

Bidder's (Company) Name: _____

Explain how the estimated hires to be employed, if awarded the Contract, identified in the Project Workforce Utilization Form (Form AA-2), and Replacement Positions will be filled with Pasadena Local Residents. Additionally, explain how goods and services will be procured for on this project. This Strategy will serve as the basis for determining if a Bid is responsive and the prime Contractor's and its Subcontractors' and Sub-subcontractors' post-award compliance with the Local Participation Efforts on this project.

1. Describe the goods and services that you will need to procure for this project?

2. How will the Contractor procure goods and services from Pasadena Businesses for this project?

3. Describe how the Contractor will recruit Pasadena Residents from unions _____

4. If Pasadena residents are not available for dispatch, and there is an opportunity to sponsor an apprentice, describe how the Contractor will sponsor Pasadena Residents into union. _____

5. Describe the bidding procedures, contract terms, and contract administration methods that Contractor will implement to ensure that its Subcontractors, Sub-subcontractors, and suppliers will procure goods and services from Pasadena businesses. _____

APPENDIX I

Glenarm Repowering Project Labor Agreement

PROJECT LABOR AGREEMENT
FOR
GLENARM POWER PLANT REPOWERING PROJECT
PASADENA, CALIFORNIA

1. INITIAL PROVISIONS AND DEFINITIONS

1.1. This Project Labor Agreement (“Agreement”) is entered into by _____ (the “Direct Contractor” or “Primary Employer”), and the State Building and Construction Trades Council of California (“State Council”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Local Council”), and the local unions who have executed this Agreement, all of whom are referred to collectively as the “Unions.”

1.2. The Glenarm Power Plant Repowering Project (the “Project”) is the construction of a new 71 MW combined cycle power plant on the Project Site described in Attachment C. The Project Site is primarily bounded by the Glenarm Building to the north, the existing GT 3 and 4 gas turbines to the south, and the existing GT 1 and 2 gas turbines to the east. The Project is owned by the City of Pasadena (“City”).

1.3. Primary Employer is the Direct Contractor (as defined in California Civil Code Section 8018, the contractor that has a direct contractual relationship with the City) for the Project. The Primary Employer will construct the Project through its employees, contractors, subcontractors, and agents. During construction of the Project, the Primary Employer shall control the Project Site.

1.4. As provided below, all contractors, subcontractors or other persons or entities (other than the Primary Employer, who is a direct signatory to this Agreement, and the City) performing, assigning, awarding or subcontracting, or authorizing another party to assign, award or subcontract Covered Work (as defined in Article 2), will be subject to this Agreement by executing Attachment A, the Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as “Employer” or “Employers”).

1.5. The signatory Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one

another at construction job sites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the signatory Unions and which is identified in Attachment E.

1.6. Timely construction of the Project is important to ensure a reliable source of electricity is available to meet the needs of the City. The parties recognize the need for timely completion of the Project without interruption or delay. The parties further recognize problems that may arise when union and nonunion employees are permitted to work side by side at a common construction site. This Agreement is intended to avoid such problems and to enhance a cooperative effort through the establishment of a framework for labor-management cooperation and stability. The completion of the construction and improvements of the Project covered under this Agreement will require substantial numbers of construction trades personnel and other supporting craft workers possessing skills and qualifications that are vital to its completion. The Unions and Employers will work together to furnish skilled, efficient craft workers for the construction of the Project efficiently, cooperatively, safely, economically, and without interruption.

1.7. It is the intent of the parties to this Agreement to use the opportunities provided by the Covered Work to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal Apprenticeship Programs, or outreach programs to the community describing opportunities available as a result of the Project), for the interest and involvement of "Pasadena Residents" as defined below in the construction industry; assist them in entering the construction trades and in utilizing joint labor/management sponsored apprenticeship programs to provide training opportunities for those Pasadena Residents and other individuals wishing to pursue a career in construction.

1.8. The Project will provide opportunities for Pasadena Businesses, as defined below, to participate as contractors, subcontractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator and the City's partners, to encourage and assist the participation of Pasadena Businesses in Covered Work. All parties understand that the City has established and quantified goals which place a strong emphasis on the utilization of Pasadena Businesses on the Project. Each party agrees that it shall use demonstrable efforts to encourage utilization of Pasadena Businesses to achieve such goals. This may include, for example, compiling a list of Pasadena Businesses, advertising opportunities to participate in Covered Work, soliciting Pasadena Businesses, collaborating with Pasadena Businesses, and education and assistance to Pasadena Businesses not familiar with working on projects with a scope similar to this Project. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of Pasadena Businesses and Pasadena Residents in the Covered Work of the Project.

1.9. The parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this Project, to encourage close cooperation between the Employers and the Unions to the end that a satisfactory, continuous, and harmonious relationship will exist between the parties to the Agreement.

1.10. The working conditions and project rules contained in this Agreement have been established as a means of creating uniform and acceptable standards of conduct and work practices for all Employers and Unions at the Project. This approach will result in Project-wide continuity, which will enable the Project to be managed in a fair and cost-effective manner. The intent of this Agreement is to provide an assurance of good construction methods and productivity, so that the Project may be completed on a timely basis and at the most reasonable cost.

1.11. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions and to protect the Project against strikes and lockouts and other interference with the process of the work.

1.12. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

1.13. It is understood and agreed by the parties that the City is an express and intended beneficiary of this Agreement and shall have the right to enforce its terms as if it were a party to the Agreement.

1.14. "Apprentice" means any worker who is indentured in a bona fide labor/management construction apprentice program, registered and approved by the California Division of Apprenticeship Standards.

1.15. "Apprenticeship Program" means any labor/management construction apprenticeship program certified and approved by the California Division of Apprenticeship Standards.

1.16. "Local Hiring Strategy" means the document, attached as an exhibit to the contract between City and the Direct Contractor for construction of the Work of the Project, detailing the hiring plan for Pasadena Residents.

1.17. "Pasadena Resident" means an individual whose primary residence is within the following zip codes areas: 91101, 91103, 91104, 91105, 91106, 91107 and any of the following are acceptable forms of proof or residency: (i) copy of a current residential lease with the eligible household member's name listed on it; (ii) valid California driver's license or ID card with a City of Pasadena, California address; (iii) Medical card with current address; (iv) utility bill with eligible household

member's name on it; (v) voter registration card with current address; or (vi) other proof of residence address deemed acceptable by the Project Labor Coordinator.

2. SCOPE OF AGREEMENT

2.1. This Agreement covers all on-site construction, alteration, or painting of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is part of the Project, including, without limitation, site preparation, soil and material inspection and testing, all on-site fabrication work provided such work is within the fabrication provision of the Master Agreement or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work which is part of the Project, including without limitation, the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site. For the convenience of the Primary Employer or other Employers, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

2.2. This Agreement covers all physical work typically performed by craft labor in California that is part of startup and commissioning, including but not limited to system flushes and testing, loop checks, rework and modifications,

functional and operational testing up to and including the final running test. It is understood that the City, manufacturer's and vendor's representatives, and plant operating personnel (who are not covered by the terms of this Agreement) may supervise and direct this activity, and that craft work is typically performed as part of a joint effort with these representatives and personnel. The City, a manufacturer or their respective representatives, who are not covered by the terms of this Agreement, may perform industry standard work to satisfy its guarantee or warranty prior to startup of a piece of equipment. After a system or subsystem becomes operational and upon acceptance, Covered Work on that system or subsystem is completed. However, system flushes as well as rework and modifications normally provided as a function of the construction effort, and other related work normally provided by members of the Unions, will be performed by workers who are covered by this Agreement.

2.3. Exclusions: the following shall not be considered Covered Work ("Non Covered Work"):

- (a) Work of non-manual employees, including but not limited to superintendents; supervisors; staff engineers; quality control and quality assurance personnel; building official construction inspectors; geologists; time keepers, mail carriers, clerk, officer workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees;
- (b) All off-site manufacture and handling of materials, equipment or machinery except at dedicated staging, lay down or storage; however, the movement of materials or goods between Covered Work locations are within the scope of this Agreement;
- (c) 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) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the definition of Project Work;

(d) Any work performed on or near or leading to or into the Project undertaken by state, county, city or other governmental bodies or their contractors, or by public utilities, or their contractors; and/or by the construction manager or its contractors for work that is not part of the Project;

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

(f) All work by employees of a manufacturer or vendor necessary for start up, commissioning and to maintain its warranty or guaranty;

(g) Ongoing maintenance, janitorial, and security services;

(h) Work on the Project performed directly by City or its Direct Contractor with their own employees as a result of a threat to life, limb, or property or other emergency or circumstances requiring immediate action;

(i) All non-construction support services contracted by any Employer or the City in connection with the Project; and,

(j) All maintenance and repair work.

2.4. The Agreement shall not apply to material suppliers or delivery by any means of material, supplies, or equipment required, to any point of delivery.

2.5. The parties acknowledge that regular employees of the City may perform certain elements of Covered Work. This Agreement, however, shall not apply to any employee of the City.

2.6. This Agreement is not intended to, and shall not affect the operation or the maintenance of the Project. The Agreement shall cease to apply, and shall not apply, to any maintenance, operations or similar functions undertaken by the City

at the Project work site once the construction work by the Employers covered under the Agreement has been completed and accepted by the City.

2.7. Choice of Materials and New Technologies:

(a) Subject to Section 2.1, there shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory precast, prefabricated or preassembled materials, tools or other labor saving devices.

(b) The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by Employers in their respective discretion from time to time. The Unions agree that they will not in any way restrict the implementation of such new devices or methods of work. If there is any disagreement between an Employer and Unions, concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Employer and the Union shall have the right to arbitrate the dispute as set forth in the Agreement.

3. SUBCONTRACTING

3.1. Primary Employer and each other Employer agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.

3.2. Primary Employer and each other Employer agree that they will subcontract Covered Work only to a person, firm, corporation, or other entity who is or becomes party to this Agreement, and who is signatory to or agrees to abide by

for the purposes of performing Covered Work the applicable Master Agreement with the craft Union having traditional and customary building trades craft jurisdiction over the work identified in Attachment E of this Agreement. The signatory Union shall provide a copy of the most recent Master Agreement to the City, which shall provide a copy of such agreement to any bidder, contractor or subcontractor, upon request. Any Employer (including Primary Employer) performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing Attachment A, the "Agreement to be Bound." Every Employer shall notify the Local Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Local Council a copy of the executed Agreement to be Bound.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract Covered Work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work shall be required to comply with the provisions of this Agreement. To the extent permissible by law, the City, Primary Employer, and any other Employer have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or non-existence of any agreement between the Contractor and any union provided only that such Employer is ready, willing, and able to execute and comply with this Agreement. No Employer will be obligated to sign any other local area or national agreement as a condition for bidding on or being awarded Covered Work on the Project.

3.4. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a

condition precedent to the assigning, awarding or subcontracting of any Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Employer that fails to provide the Local Council with the Agreement to be Bound executed by its direct contractor or direct subcontractor shall be liable for any failure of that direct contractor or direct subcontractor to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES AND BENEFITS

4.1. Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing wage rate increases under state law, the contractor shall pay the rate as of its effective date under the law notwithstanding the rate used by the Employer when submitting its bid or executing its contract or subcontract. If the prevailing wage laws are repealed during the terms of this Agreement, the contractor shall pay the wage rates established under the Master Agreement of the applicable Union, as set forth in Attachment E, except as otherwise provided in this Agreement.

4.2. Benefits: Employers shall pay contributions to the established employee benefit funds in the amounts designated in the Master Agreement of the applicable Union, as identified in Attachment E, and shall make all employee authorized deductions in the amounts designated in such agreements. The Employers adopt and agree 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 Employers authorize the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Employer.

4.3. Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized. In addition, there shall be no redlining of the Project in any future multi-employer collective bargaining agreements by singling out, either by name or by effect, the Project or the Employers for less favorable wages, benefits or working conditions than are generally accorded other industrial projects in the same general geographic area.

5. NO DISCRIMINATION

5.1. The Unions and Employers agree that they will not engage in any form of discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, physical or mental disability, legally protected medical condition, family care status, veteran status, marital status, sexual orientation, gender identity, transgender status, or any other basis protected by local, state or federal laws, in dispatching workers or hiring employees for the Project. The Employers and Unions further agree that they will not discriminate against any employee, contractor or subcontractor based on political affiliation or membership in a labor organization.

6. UNION RECOGNITION, REFERRAL AND EMPLOYMENT OF PASADENA RESIDENTS

6.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction

craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union. Such recognition is limited to Covered Work performed on this Project only and does not extend beyond the period when the employee is engaged in Covered Work.

6.2. No employee covered by the Agreement shall be required to join the Union as a condition of being employed, or remaining employed, to complete Covered Work. However, any employee who is a member of a Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. Further, all employees shall be required for the period during which they are performing Covered Work to render the applicable periodic working dues and non-initiation or application fees uniformly required for union membership in the local union which is a signatory to this Agreement

6.3. The Union(s) shall be the primary source of all craft employees performing Covered Work for the Project (excluding the Employers' "Core Employees," as that term is defined), but only when such employees are engaged in Covered Work.

6.3.1. In recognition of the City's mission to serve the residents residing within the City of Pasadena, the Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, Pasadena Residents shall be referred for Project Covered Work, including Pasadena Residents referred by the Project Labor Coordinator, and by City's partners so as to meet the hiring goal provided in Section 6.3.4. The purpose of this section is to provide employment opportunities for Pasadena Residents.

6.3.2. The City shall designate a "Project Labor Coordinator," either from its own staff or an independent contractor acting on behalf of the City, to monitor compliance with the Agreement; assist, as the authorized representative of the City, in developing and implementing the programs

reference in this Agreement; and to otherwise implement and administer the provisions of this Agreement relating to utilization of Pasadena Residents and Pasadena Businesses.

6.3.3. The Project Labor Coordinator shall work with the City's partners including but not limited to local pre-apprentice preparation programs such as the Flintridge Center's Pasadena/Altadena Apprenticeship Preparation Program to provide Pasadena Residents who can enter an Apprenticeship Program and be employed on the Project.

6.3.4. The Unions and Employers agree to a hiring goal of 25% of all certified payroll (of Covered Work) wages shall be from Pasadena Residents.

6.3.5. The Employers remain responsible for all decisions regarding hiring and layoff of employees referred by the Unions. The Unions shall not be responsible for any failure to meet the hiring goals of this Article caused by the decisions of the Employer.

6.3.6. The Project Labor Coordinator shall work with the Unions and Employers in the administration of this Pasadena-Residents utilization goal; and all the Employers and Unions shall cooperate by maintaining adequate records including but not limited to certified payroll to demonstrate to the Project Labor Coordinator that such policies have been followed. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Employers shall require all employees performing Covered Work and employed other than through the referral process to register with the appropriate hiring hall, if any. Employers shall identify Core Employees in their Local Hiring Strategy and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by the Project Labor Coordinator.

6.4. Except as provided in Section 6.5 herein, the Employers shall hire all covered employees, including Core Employees, exclusively through Union

registration and referral systems. A “Core Employee” is someone: (1) whose name appeared on the Employer’s active payroll for 60 of the last 100 working days before award of a construction contract or subcontract and meets all standards required by applicable local, State or Federal law; (2) who has the ability to safely perform the basic functions of the applicable trade; and (3) who possesses any certification required by State or Federal law for the Covered Work to be performed by such employee. The number of Core Employees on this Project shall be governed by the following procedure: one Core Employee shall be selected and then the Unions will refer to the Employer one employee from the hiring hall out of work list for each affected craft. The process then will be repeated, one and one, until the Employer’s requirements are met or until the Employer has hired the five (5) Core Employees for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be first requisitioned from the Union hiring hall in accordance with the provisions of this Article 6.

6.5. In the event that any Union’s registration or referral system does not fulfill the requirements for specific classifications of covered employees requested by an Employer within forty eight (48) hours (excluding Saturdays, Sundays and legal holidays), the Employer may use employment sources other than the Union registration and referral systems and may employ applicants from any other available source. Employers, however, in this event, must request referral of Pasadena Residents from the Project Labor Coordinator and from City’s partners prior to employment of any non-Pasadena Residents on the Project. Employers shall document their compliance efforts through utilization of the Craft Employee Request Form (Attachment D), hiring hall procedures, resources provided by the Project labor Coordinator. In the event that a Union does not have a job referral system, an Employer shall give the Union equal opportunity to refer applicants. The Employers retain the right to reject any job applicant referred by the Unions for good cause.

6.6. Each Union shall have the right to designate a working journeyperson as a steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer. A steward shall be allowed sufficient time to perform his duties.

6.7. Apprentices.

6.7.1 The parties recognize the need to maintain continuing support of the existing programs designed to develop adequate numbers of competent workers in the construction industry, and the obligation to capitalize on the availability of the City's local work force. To these ends, the parties shall facilitate, encourage and assist Pasadena Residents to commence and progress in Apprenticeship Programs. The Project Labor Coordinator and the Unions will work cooperatively to identify, establish or maintain effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for Apprenticeship Programs maintained through the signatory Unions. Unions shall track retention of Apprentices hired through this process and shall submit quarterly reports during the term of this Agreement to the Project Labor Coordinator in an agreed upon format.

7. WORK STOPPAGES AND LOCKOUTS

7.1. The Unions and Employers agree that during the term of this Agreement there shall be no strikes, sympathy strikes, picketing, hand billing (where the hand billing relates to the Project or Employer), work stoppages, slow downs, interference with the work or other jobsite disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the Employer at the job site of the Project or at any other facility of the City because of a dispute.

Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

7.2. The Union shall not sanction aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

7.3. The Union shall not be liable for acts of employees for which it has no responsibility. The business manager of the Union will immediately instruct, order and use the best efforts of his office to cause the Union to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

7.4. The Employer(s) shall not cause, incite, encourage or participate in any Lockout of its employees during the term of the Agreement. The term "Lockout" refers only to an Employer's exclusion of employees in order to secure a collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Employer(s) for any reason in the exercise of its rights as set forth in other provisions of the Agreement, nor does the term include the City's decision to terminate or suspend work on the Project or any portion thereof for any reason other than a labor dispute.

7.5. The Unions agree that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages,

the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

7.6. In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Employer may suspend all or any portion of the Project Work affected by such activity at the Employer's discretion and without penalty.

7.7. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) or Employer(s) alleged to be in violation has been notified of the fact.

7.7.1. The party invoking this procedure shall notify Thomas Pagan or Joe Grodin who the parties to this Agreement agree shall be the permanent Arbitrators under this procedure. In the event that either of the permanent Arbitrators is unavailable at any time, the American Arbitration Association shall select an alternative arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means, to the party alleged to be in violation and the involved International Union President, and or local union.

7.7.2. Upon receipt of said notice the Arbitrators named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

7.7.3. The Arbitrator shall notify the parties by fax or electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

7.7.4. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. 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 an 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 this Article by the Union, and such Award shall be served on all parties by hand or registered mail upon issuance.

7.7.5. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 7.7.4 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 last known address or by registered mail.

7.7.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

7.7.7. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

7.8. The procedures contained in Section 7.7 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.

7.9. Notwithstanding the provisions of Section 7.1 above, it is agreed that, with twenty four (24) hour prior notice to the Primary Employer, a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that in the event the Union or any of its members withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

7.10. In the event that any applicable Master Agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project in the same manner as the prior Master Agreement, except to the extent they conflict with any provision of this Agreement. In addition, if the new Master Agreement provides for benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increases established by the new Master Agreement for such work performed.

8. HOURS OF WORK, HOLIDAYS, AND SAFETY

8.1. The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work

commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

8.2. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate; but in no case shall such overtime rate be more than double the straight time rate.

8.3. It shall be the responsibility of each Employer for site safety to ensure safe working conditions and Employer and employee compliance with all job safety rules and applicable provisions of local, State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended, relating to job safety and safe working practices.

8.4. Employees shall be bound by the safety, security, and visitor rules established by the Employers and the City. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, including discharge.

8.5. The Employer(s) shall provide: (a) a convenient and sanitary supply of cooled drinking water and sanitary drinking cups, (b) adequate sanitary toilet facilities for the employees, and (c) a safe place for storage of tools and ventilated facilities for changing clothes.

8.6. The parties to this Agreement acknowledge that the City and the Employers have a policy, which prohibits the use, sale, transfer, purchase and/or

possession of a controlled substance (illegal drugs), alcohol and/or firearms while on the City's premises. Additionally, the Employers have a "drug free" work place policy, which prohibits those working on the City's premises from having a level of alcohol in their system, which could indicate impairment and/or any level of controlled substances in their system. To that end, the parties agree that the Labor/Management Memorandum of Understanding (MOU) on Drug Abuse Prevention and Detection negotiated with the various General Contractor Associations and the Basic Trades/Unions shall be the agreed upon protocol concerning drug testing for workers who will be employed on the Project. The MOU is appended to this Agreement as Attachment B.

9. GRIEVANCE PROCEDURE

9.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or successorship) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

9.2. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

9.3. A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

9.4. Grievances shall be settled in accordance with the following procedure except that grievances that do not involve an individual grievant shall be discussed

by the Primary Employer, State Council, and Local Council and then, if not resolved within 5 working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the project manager or Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed/faxed/mailed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) working days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction industry experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or

until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the

grievance and the party defending the grievance. Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

9.5. The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

9.6. Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Primary Employer. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and, except as provided in Section 14.1.1, the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provision of this Agreement. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

9.7. The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

9.8. Any party to a grievance may invite the Primary Employer to participate in resolution of a grievance. The Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

9.9. In determining whether the time limits of Steps 2-4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, faxed or postmarked within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, faxed or postmarked during the extended time period.

10. JURISDICTIONAL DISPUTES

10.1. 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.

10.2. All jurisdictional disputes between or among the Unions and their employees (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.

10.2.1. For the convenience of the parties, and in recognition of the expense of travel between Southern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement, 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 applicable Building & Construction Trades Council. All other procedures shall be as specified in the Plan.

10.3. 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.

10.4. Each Employer will conduct a pre-job conference with the Local Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish.

11. JOINT LABOR/MANAGEMENT MEETINGS

11.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the other Employers, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of safety, craft resource requirements, scheduling, and productivity of work performed at the Project.

11.2. A Pre-Job Conference shall be held prior to the commencement of work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer covered by this Agreement, a Pre-Job Conference shall be required upon request of any Union, Employer or the Primary Employer.

11.3. The Primary Employer will schedule and attend all Pre-Job Conferences.

12. MANAGEMENT RIGHTS

12.1. The Employers retain full and exclusive authority for the management of the Project and shall retain all existing rights of management and all rights conferred by law. Management of the Project, including, but not limited to, the hiring, promoting, laying off, suspending, disciplining or discharging for cause, direction of work force, work schedules, and work practices, are is vested solely in the Employers, except as specifically and expressly limited by this Agreement. The City has the right to establish reasonable Project rules for the Project and distribute such Project rules to each employee.

12.2. It is recognized that certain industry standard equipment of a highly technical and specialized nature will have to be installed at the Project. The nature of this equipment, together with requirements of manufacturer's warranty, dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's personnel and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident. This Section shall not be used to avoid the fabrication requirements of Section 2.1.

12.3. Subject to Section 2.1, Employer(s) may utilize any method or technique of construction and there shall be no restrictions on the use of machinery, pre-cast or pre-assembled units, materials, equipment, tools, or other devices, methods, procedures or technology.

12.4. There shall be no restrictions upon the choice of materials, equipment, or design, nor upon the source of such materials, equipment, or design, whether purchased, leased, rented, or otherwise obtained.

12.5. In addition to the other rights of the City enumerated in this Agreement, the City is expressly conferred its management rights and all rights provided by law. Subject to the applicable Master Agreement, the City's rights

include, but are not limited to, the right to: (i) inspect any construction facility to ensure that the Employers follow applicable safety or other work requirements; (ii) require Employers to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project work; (iii) approve any work methods, procedures or techniques used by the Employers whether or not these methods, procedures or techniques are a part of industry practices or customs; and, (iv) investigate and process complaints.

13. HELMETS TO HARDHATS

13.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves 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 (“Center”), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.

13.2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent

permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

14. GENERAL PROVISIONS

14.1. If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the parties shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the State Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the State Council shall be binding on all parties signatory to this Agreement.

14.1.1. If the Primary Employer and the State Council are unable within thirty (30) calendar days to negotiate a substitute article or provision, any of them may at any time thereafter submit the matter directly to interest arbitration pursuant to the procedures set forth in Section 9.4, Step 4, and Sections 9.5 through 9.7. The Arbitrator shall have the authority to modify, amend and alter the Agreement by providing a substitute article or provision to replace the one(s) that have become invalid, inoperative or unenforceable. The Arbitrator's decision, and the new article or provision, shall be final and binding on all parties signatory to the Agreement.

14.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application

of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

14.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the applicable Master Agreement of the signatory Union having traditional and customary jurisdiction over the work shall apply.

14.4. The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 7, 9 and 10 of this Agreement shall apply to all Covered Work.

14.5. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

14.6. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

14.7. Any notices required under this Agreement shall be given as follows:

To Primary Employer:

[insert]

To the State Council:

Robbie Hunter, President
State Building and Construction Trades
Council of California
1225-8th Street, Suite 375
Sacramento, CA 95814
Telephone: 916-443-3302

To the Local Council:

Ron Miller, Executive Secretary
Los Angeles/Orange Counties Building
and Construction Trades Council
1626 Beverly Blvd
Los Angeles CA 90026
Telephone: 213-483-4222

With a copy to:

With a copy to:

Marc D. Joseph
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080
Telephone: 650-589-1660

Either party may notify the other in writing if its person designated to receive notice is changed.

15. TERM OF AGREEMENT

15.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of _____, 2013.

[Insert name of Direct Contractor]
Primary Employer:

STATE BUILDING & CONSTRUCTION
TRADES COUNCIL OF CALIFORNIA

By: [insert]

By: Robbie Hunter , President

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION
TRADES COUNCIL

By: Ron Miller, Executive Secretary

[illegible]

PLA ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT FOR
THE GLENARM POWER PLANT REPOWERING PROJECT

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Project Labor Agreement for the Glenarm Power Plant Repowering Project ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in the applicable Master Agreement identified in Attachment E, and hereby authorize the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)

PLA ATTACHMENT B

LABOR/MANAGEMENT MEMORANDUM OF UNDERSTANDING (MOU) ON
DRUG ABUSE PREVENTION AND DETECTION

PLA ATTACHMENT C

GLENARM POWER PLANT REPOWERING PROJECT SITE

The Project Labor Agreement shall apply only to the Glenarm Power Plant Repowering Project in the shaded area as shown on the site map below. The Project Site is primarily bounded by the Glenarm Building to the north, the existing GT 3 & 4 gas turbines to the south and the existing GT 1 & 2 gas turbines to the east.

**PLA ATTACHMENT D - CRAFT EMPLOYEE REQUEST FORM
FOR GLENARM POWER PLANT REPOWERING PROJECT
CITY OF PASADENA, CALIFORNIA**

The Project Labor Agreement (PLA) for the Glenarm Power Plant Repowering Project (Project) requires that Contractors make a good faith effort to employ qualified individuals who are Pasadena Residents for at least 20% of the certified payroll (of Covered Work) wages.

To the Contractor:

Complete and fax this form to the applicable local trade union to request craft workers that fulfill all hiring requirements for the Project. After faxing your request, call the local trade union to verify receipt and substantiate their capacity to furnish Pasadena Residents as requested. Contact information for local trade unions is listed on the attachment to this form. Please print your Fax Transmission Verification Report and keep a copy of this request for your records. In the event that referral facilities maintained by the unions are unable to fill the requisition of a contractor for qualified employees within a 48-hour period after such requisition is made by the contractor, the contractor shall be free to obtain workers from other sources. Employers, however, must request referral of Pasadena Residents from the Project Labor Coordinator and from City's partners prior to employment of any non-Pasadena Residents on the Project. Employers must document efforts to comply with the Local Hiring Strategy approved by the Project Labor Coordinator.

To the Union:

Complete the "Union Use Only" section and fax form back to the requesting contractor. Retain form for your records.

To: Local # _____ Fax # () _____ Date: _____

From Company: _____

Person Sending: _____

Contact Phone: () _____

Provide the requesting contractor with craft workers according to the Project PLA that fulfills the requirement for 25% Pasadena Residents for of the certified payroll (of Covered Work) wages.

PASADENA RESIDENT ZIP CODES: The following zip codes reflect the Pasadena general residency boundaries:

91101
91103
91104
91105
91106
91107

CRAFT WORKERS REQUEST:

QTY #	CRAFT POSITION	JOURNEYMAN OR APPRENTICE LEVEL	PASADENA RESIDENT (REQUIRED)	REPORT DATE	REPORT TIME

Total Workers Requested _____

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

Project Name: _____

Site Address: _____

On-site Tel #: _____

Comment or special instructions: _____

Report to: _____

On-site Fax: _____

Union Use Only (Fax the completed Form back to Contractor)		
Reception Date: _____	Dispatch Date: _____	Received By: _____
Requested Dispatch Pasadena Resident Worker	Available for Dispatch <input type="checkbox"/>	Unavailable for Dispatch <input type="checkbox"/>
Comments: _____		

PLA ATTACHMENT E

APPLICABLE MASTER LABOR AGREEMENTS