

Request for Pre-Qualification Submittals from Design-Build Entities

for the

County of Alameda

Dublin Transit Center Parking Garage

Project No. 18124

November 5, 2020

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The Pre-qualification documents not only describe the County's pre-qualification and the selection process for this Project but included with the Pre-Qualification documents are the 90% completed Bridging Documents, Site Work Construction Documents and the Basis of Design narrative, which are provided as reference material for the bidders to understand the complete requirements of the Project and will be sent out again with the complete set of Contract Documents to the shortlisted entities during the Bid Proposal Phase- Step-2.

For convenience of packaging and reference only, documents are provided to the Bidders in four parts, lettered A through D. Parts are arranged as follows:

Part A – Prequalification Requirements and competitive selection process

*Part B - Bridging Documents (Basis of Design Narrative) - **Provided as Reference.***

*Part C - Bridging Documents (Site Work Construction Documents and Specifications - **Provided as Reference.***

*Part D - Bridging Documents (Schematic Building Drawings- **Provided as Reference.***

Except Part A, all reference Documents, reports and drawings and specifications are provided here for Bidder's reference and understanding of the Project.

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Notification of Pre-Qualification Requirements and Competitive Selection Process

1. NOTIFICATION OF PRE-QUALIFICATION REQUIREMENTS AND COMPETITIVE SELECTION PROCESS

In accordance with its **Notice of Request for Pre-Qualification Submittals from Design-Build Entities**, the County of Alameda (“County”) hereby gives notice that it intends to request competitive proposals for Design-Build services to construct the Dublin Transit Center Parking Garage (“Project”), and that the County has determined that Design-Build Entities must be pre-qualified prior to submitting a proposal. **Qualifications submittal must be submitted no later than: 2:00 pm (PST) on [December 21, 2020].**

1.1 GENERAL DESCRIPTION OF THE PROJECT

County of Alameda in partnership with Livermore Amador Valley Transit Authority (LAVTA) is seeking to develop a multi-level parking structure on a 2.4-acre County owned property (Parcel D-1) located at the Dublin Transit Center. This parcel is currently undeveloped, with a three-story residential building to the North, a five-story mixed-use building to the West, and the existing Dublin/Pleasanton BART Parking Garage to the South. The lot to the East of this parcel has not been developed, and plans have not been made for its use. The topography in the area is generally flat, and the site currently has a primarily pervious surface. The height of the proposed development is governed by the adjacent five story mixed-use development and the existing six-story Dublin/Pleasanton BART Parking Garage.

The total Project budget is estimated around \$34 Million with \$14 Million of funding coming from the Alameda County Transportation Commission and the remaining \$20 Million coming from grant funding to LAVTA from the Transit and Intercity Rail Capital Program (TIRCP) for the construction of this new parking garage to serve Tri-valley region commuters and the public at the BART Dublin Transit Center. The proposed parking structure will provide 525 parking spaces.

The County has completed the environmental review process as required by the California Environmental Quality Act (CEQA) and has retained AE-3 PARTNERS as Project design planners and bridging architects to complete the Design-Build bridging documents.

The Design-Build bridging documents are incorporated into this RFQ for reference and include the schematic design and performance design criteria for parking Structure including the architectural, landscape, structural and mechanical systems. Also included are on-site and off-site civil and utility design and construction documents for the site work that is intended to be incorporated in the design-build delivery procurement.

The bridging documents have been developed with the intent to sufficiently define the project design requirements and develop a detailed estimate of the Project cost, so a building and site work redesign should not be required. The approach has been to provide the Owner with what it wants and expects, while allowing the future design build team to use their combined creative talents to efficiently complete the design and construct the project.

Also, the objective for the development and inclusion of a Site civil and utility Construction Document Package in the overall RFP is to accelerate the start of construction outside the Design/Build parking deck footprint and complete as much of the on-site and off-site civil and utility construction work prior to the start of parking structure construction and provide a pad-ready site.

The County has an agreement with the City of Dublin that in the case of the Garage and on site work, the City will review the site development plans and process the facility in a consultation role. However, the City will review and inspect off-site work under an encroachment/Development review Permit application. The County has submitted the Site civil and utility Construction Plans to the City of Dublin and will obtain the City of Dublin approval for the Encroachment permit before the start of site work.

The parking structure and on site work will be plan checked and permitted by the Alameda County Public Works agency (PWA) and its division of the Construction and Development Services. GSA has submitted Initial plans and initiated the PWA review process for land development and grading permit as well as preliminary building code reviews. GSA has secured an agreement with PWA to allow separate permit packages such as Foundation and Shell permit packages to accelerate the Project schedule.

1.2 COMPETITIVE SELECTION PROCESS

In accordance with Public Contract Code section 22160, et seq, the County will select a Design-Build entity (the “D-B” Entity”) to construct the Project through a public, two-step competitive selection process:

1.2.1 Step 1: Pre-Qualification of responsible and qualified Design-Build Entities:

Mandatory Pre-Submittal Conference: [Monday, November 30th, at 10.00 AM, Virtual meeting on MS Team: [Click here 10 minutes before the start of the meeting to join](#)].

Link will also be available on GSA Website:

https://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

NOTE: Design-Build Entities are required to attend the Mandatory Pre-Submittal Conference on [Monday, November 30th, 2020, at 10.00 AM].

1.2.2 Step 2: Proposal Phase during which the County will consider proposals submitted by pre-qualified Design-Build Entities.

Only the four shortlisted Design-Build Entities that are successfully qualified in Step 1 will be allowed to participate in Step 2. The County intends to award the contract on a “Best Value” basis meeting the interests of the County and the objectives of the project in accordance with PCC §22160 et. seq.

1.3 OUTREACH REQUIREMENTS

The Project will comply with the requirements of the County’s Enhanced Construction Outreach Program (“ECOP”) and Small Local Emerging Business (“SLEB”) program. ECOP goals will be applied to the construction portion of any contract awarded and SLEB requirements will be applied to the architectural and engineering portion of any contract awarded. Design-Build Entities will be required to accept and acknowledge that they will meet the ECOP goals and SLEB requirements. The Design-Build Entity and all Sub-contractors will be mandated to use County’s compliance system, Elation Systems, to enter prevailing wage information and confirm contract payments made and received.

1.3.1 The ECOP generally includes:

1.3.1.1 The requirement that contractors meet or show good faith efforts (“GFE”) to meet a contract goal of 60% to be awarded to local businesses (“LBE”) and 20% to certified small local businesses (“SBE”), which may include participation of the Design-Build entity, if eligible;

1.3.1.2 The requirement that contractors meet or show GFE to meet a subcontract goal of 15% Minority-owned Business Enterprise (“MBE”) and 5% Women-owned Business Enterprise (“WBE”) Sub-contractor participation;

1.3.1.3 For purposes of the ECOP, an SBE is as defined using the current State definition of a small business, which is a business that:

- 1.3.1.3.1 Must be independently owned and operated;
 - 1.3.1.3.2 Cannot be dominant in its field of operation;
 - 1.3.1.3.3 Must have its principal office located in California;
 - 1.3.1.3.4 Must have its owners (or officers in the case of a corporation) domiciled in California; and
 - 1.3.1.3.5 Together with its affiliates, must be either:
 - 1.3.1.3.6 A business with 100 or fewer employees with \$14 million or less in average gross annual revenue over the past three years, or a manufacturer with 100 or fewer employees.
- 1.3.1.4 Strong encouragement to proposers to contract with businesses that can demonstrate the ability and willingness to provide jobs required to complete County construction projects to local apprentices, youth, unemployed and under-employed County residents.
- 1.3.2 The SLEB Program:
- 1.3.2.1 Requires that contractors be a local County of Alameda certified small or emerging business or subcontract a minimum of 20% of the design services portion of the contract value with certified small or emerging businesses;
 - 1.3.2.2 Includes the First Source Program, which requires contractors awarded contracts in excess of \$100,000 to provide 10 working days for the County to refer potential candidates to be considered by the contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations during the term of the contract before advertising to the general public.
 - 1.3.2.3 See website <http://www.acgov.org/auditor/sleb/index.htm> for more information about the SLEB Program.

1.4 PROJECT STABILIZATION/ COMMUNITY BENEFIT AGREEMENT (PS/CBA)

The Project will comply with the requirements of the “Project Stabilization/Community Benefits Agreement for the County of Alameda” (“PSCBA”). Work performed pursuant to the proposed Contract, with a construction value of one million (\$1,000,000) or more, will be subject to the requirements of the PSCBA, as described in the documents in Attachment 5. In consideration of the award of a Contract to perform the Work, the Design-Build Entity will agree to be party to and bound by the PSCBA. Pre-Qualified Short-Listed Design-Build Entities who submit a bid over \$1,000,000 will be required to accept and acknowledge that they will meet the PSCBA requirements and goals as they relate to the construction of the Project and agree to execute the PSCBA Letter of Assent and shall require all of their Subcontractors, of whatever tier, to be similarly bound for all Work within the scope of this Contract by signing an identical Letter of Assent.

1.5 GENERAL STATEMENT OF PRE-QUALIFICATION CRITERIA AND PRIORITIES

The County is particularly interested in Design-Build Entities with the following qualifications:

- 1.5.1 For the General Contractor:

- 1.5.1.1 Design-build experience with public sector multi story ground up parking facility similar in size, scope, type, and complexity to the project identified in this pre-qualification.
- 1.5.1.2 Experience with precast and poured in place multi-story concrete structures.
- 1.5.1.3 Ability to perform to the Project's required acceleration of the start of site work and meet the construction phasing schedule and construction completion goals for the County.
- 1.5.1.4 The Design-Build construction team must have valid California Class A and Class B Contractor licenses.

1.6 PRE-QUALIFICATION REQUIREMENTS

- 1.6.1 It is mandatory that all Design-Build Entities that intend to seek pre-qualification fully complete the Pre-Qualification Questionnaire, provide ALL materials requested, and be approved by the County to be on the final qualified Proposers list for the Project. **Only Design-Build Entities that the County has pre-qualified in accordance with this Request for Pre-Qualification Submittals from Design-Build Entities will be eligible to submit a Proposal.**
- 1.6.2 Pre-Qualification Questionnaires that fail to clearly present ALL of the requested information, present false or misleading information, or are not submitted in the format requested may be considered nonresponsive and rejected on that basis.
- 1.6.3 While the Pre-Qualification Questionnaire and required attachments are intended to assist the County in determining proposer qualification and responsibility prior to submittal of proposals, the County reserves the right to utilize information from other sources in its pre-qualification assessment of Design-Build Entities. The County's pre-qualification determinations will be based on objective evaluation criteria.
- 1.6.4 However, neither the determination that a Design-Build Entity is pre-qualified, nor any pre-qualification rating, will preclude the County from additional post-proposal consideration and determination of whether a proposer has demonstrated the requisite trustworthiness, quality, fitness, capacity and experience to be eligible for award of the Design-Build contract.

1.7 DEFINITION OF WHAT COMPRISES A DESIGN-BUILD ENTITY

- 1.7.1 A Design-Build Entity is defined by Public Contract Code section 22161(d) as "a partnership, corporation, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract."
- 1.7.2 For purposes of the Project pre-qualification, each Design-Build Entity must identify and provide information for the General Contractor and Architect.
- 1.7.3 The services of other Sub-contractors or sub-consultants who are not identified as Core Organizations must be procured by the Design-Build Entity in accordance with all applicable laws including Public Contract Code section 22166(b), and all such Sub-contractors shall be afforded the protections of Public Contract Code sections 4100 et seq. The County reserves the right to specify additional requirements for Sub-contractors or sub-consultants not included in the Pre-Qualification document, in the Request for Proposals for the Project.
- 1.7.4 A Design-Build Entity must complete the appropriate portions of the Pre-Qualification Questionnaire for the required Core Organizations. Portions of the Questionnaire are specifically tailored to the general responsibility of the Design-Build Entity.

1.8 PROVISIONS OF THE PUBLIC CONTRACT CODE RELATED TO PRE-QUALIFICATION

- 1.8.1 The County intends to request competitive proposals for design-build services to construct the Project pursuant to California Public Contract Code section 22162, which authorizes the design-build method of procurement for county public construction projects in excess of \$1 million. This Pre-Qualification Document establishes the standardized pre-qualification procedure required by Public Contract Code section 22164.
- 1.8.2 In order to fulfill the requirements of that subsection, the County has referenced the pre-qualification process described in Public Contract Code section 22164 and has based the Pre-Qualification Questionnaire on various model pre-qualification documents prepared pursuant to that section by the California Department of Industrial Relations. Accordingly, the pre-qualification procedure described herein: (1) provides a standardized Pre-Qualification Questionnaire, (2) adopts and applies a uniform system for rating Design-Build Entities on objective criteria, and (3) creates an appeals procedure by which a Design-Build Entity that is found to be not qualified during the Pre-Qualification (Step 1) Phase may dispute that determination.
- 1.8.3 Except for the Contact Information section (Division 4 Part I Section I) of the Pre-Qualification Questionnaire, which will be considered a public record, completed Pre-Qualification Questionnaires and all required attachments submitted by Design-Build Entities during the Pre-Qualification (Step 1) Phase shall not be open to public inspection pursuant to Public Contract Code section 22164(b)(4)(B). The County will keep all such information confidential to the extent permitted by federal and state law. However, the County reserves the right to disclose submitted pre-qualification information selectively to third parties for purpose of verification, investigation of substantial allegations, or in an appeal hearing.
- 1.8.4 Public Contract Code section 22162(c) precludes any architect or engineer retained by the County whom assists in the development of pre-proposal Project-specific documents from participating with any Design-Build Entity in the preparation of a proposal for the Project.
- 1.8.5 The following entities were or are currently retained by the County or have been engaged by other entities to assist in the development of pre-proposal Project-specific documents and they may have a conflict of interest to participate with any Design-Build Entity in the preparation of a proposal for the Project:

Entity:	Services:
AE-3 Partners	Architectural
KPW Structural Engineers	Structural
KPFF Consulting	Civil Engineering
Cumming Corp USA	Cost Estimating
Keller Mitchell & Co.	Landscape Architecture
Kimley Horn	Parking Garage Study
Lamphier-Gregory	Environmental Consulting

1.9 PROPOSAL MANAGER AND POTENTIAL CONFLICT OF INTEREST DISCLOSURE

- 1.9.1 **Proposal Manager:** Each Design-Build Entity interested in submitting a Statement of Qualifications (SOQ) shall designate one (1) Individual as its Proposal Manager who will be responsible for all communications with the Owner during the RFQ and RFP process. The Design-Build Entity shall submit to the Owner a completed Identification of Design-Build Entity Proposal Manager form (Exhibit A included herewith).

The Design-Build Entity's Proposal Manager shall be the single point of contact for questions, inquiries, clarifications, and correspondence during the entire RFQ and RFP process. Any substitution of the Design-

Build Entity's Proposal Manager during the RFQ and RFP processes shall be made in writing to the Owner as indicated on the Identification of Design-Build Entity Proposal Manager form.

- 1.9.2 **Potential Conflict of Interest Disclosure:** The Design-Build Entity (DBE), General Contractor (if not the DBE), and the Architect of Record (AOR), each shall complete the Potential Conflict of Interest Disclosure (Exhibit B included herewith).
- 1.9.3 The Identification of Design-Build Entity Proposal Manager form naming the Proposal Manager, together with all Potential Conflict of Interest Disclosures, must be received no later than **2:00 pm (PST) on [December, 21, 2020]**.

EXHIBIT A: IDENTIFICATION OF DBE PROPOSAL MANAGER

DUBLIN TRANSIT CENTER PARKING GARAGE

DUBLIN, CALIFORNIA

Name of DBE: _____

Proposal Manager: _____

Title: _____

Firm/Company: _____

Address: _____

Phone: _____ **Fax:** _____

E-mail Address: _____

E-mail a copy of this form to:

Hadi Hadjarzadeh, Senior Project Manager
County of Alameda – General Services Agency
1401 Lakeside Drive, Suite 800
Oakland, CA 94612-4305
Tel (510) 208-9589
Cell: (510) 220-3445
Email: Hadi.Hadjar@acgov.org

EXHIBIT B: POTENTIAL CONFLICT OF INTEREST DISCLOSURE

DUBLIN TRANSIT CENTER PARKING GARAGE PROJECT

DUBLIN, CALIFORNIA

Each member of the DBE Primary Team must complete a separate disclosure

DBE Primary Team Member:

- Design-Build Entity (required)
- Contractor (required if not the Design-Build Entity)
- Architect of Record (required)

Firm/Company: _____

Address: _____

Phone: _____ **Fax:** _____

Does the DBE Primary Team Member currently have a contractual relationship with any of the entities that are listed to be currently retained by the County to assist in the development of pre-proposal Project-specific documents, or has the DBE Primary Team member had a contractual relationship with either of these entities within the last five (5) years?

- Yes
- No

If yes, provide the following details for each occurrence:

Name and Location of Project: _____

Services Provided Under Contract: _____

Role (Prime or Consultant/Subcontractor): _____

Start and Finish Dates of Contract: _____

The existence of a prior contractual relationship between any DBE Team member and any of the entities that are listed to be currently retained by the County does NOT automatically disqualify a DBE team. The determination of whether a conflict exists or not will be determined by the County and the DBE Proposal Manager will be contacted with the determination.

Return all Potential Conflict of Interest Disclosures together with the Identification of the DBE Proposal Manager (Exhibit A) via E-mail as indicated on Exhibit A. Failure to do so may result in disqualification. CONFLICT OF INTEREST,

**DISCLOSURE OF ACTUAL OR POTENTIAL CONFLICT OF INTEREST
FOR CONTRACTS WITH DESIGN PROFESSIONALS**

In compliance with the County of Alameda Organizational Conflict of Interest Policy for Design-Build Projects (“COI Policy”) attached hereto and incorporated by reference, Proposers’ obligations are set forth below. This disclosure is made by _____ as party of its proposal for the _____ project.

1. Proposers shall make a full written disclosure to the County of the facts and circumstances regarding an organizational conflict of interest or a potential organizational conflict of interest, and shall have a continuing obligation to do so until they are no longer Proposers.
2. Proposers shall disclose all relevant facts relating to past, present or planned interests of the Proposer’s Design-Build Team (including the Proposer, Proposer’s proposed consultants and sub consultants and subcontractors and their respective directors and key personnel) that may result in, or could be viewed as, an organizational conflict of interest in connection with any Design-Build project procurement, including present or planned contractual or employment relationships with any current County employee.
3. Proposers shall disclose all work performed by Proposer in relation to the Design-Build project.
4. If a Proposer determines that a conflict of interest or potential conflict of interest exists, it must disclose the conflict or potential conflict of interest to the County. The disclosure may not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall propose measures to avoid, neutralize, or mitigate all conflicts or potential conflicts. The County, in its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process. The County has the right to cancel or amend a resulting Design-Build project contract if the successful Proposer failed to disclose a conflict or potential conflict that it knew or should have known about, or if the Proposer provided information in its disclosure that is false or misleading.
5. For other conflicts or potential conflicts not mentioned specifically in the COI Policy at Section B, such as conflicts involving employees changing companies, mergers and acquisitions of firms, property ownership, business arrangements, and financial interests, a Proposer shall disclose and address any such conflicts of interest or potential conflicts of interest when participating in or joining a Design-Build Team. The County will determine if a conflict of interest exists.

Proposer must identify and describe in detail each conflict of interest or potential conflict of interest, if applicable.

Use at least one form for each member of the Design-Build Team and attach additional documentation as necessary.

- I. Describe in detail any organizational conflicts of interest or potential organizational conflicts of interest as described in COI Policy Section B:

- II. Describe in detail any other conflicts or interest or potential conflicts of interest such as but not limited to, conflicts involving employees changing companies, mergers and acquisitions of firms, property ownership, business arrangements, and financial interests.
- III. For each actual or potential conflict described above in Section I and II, describe in detail the **measures proposed to mitigate the actual conflict or potential conflict**:
- IV. Describe in detail the intended effect of the measures described in Section III on the actual or potential conflict(s) and how the proposed measures will mitigate the actual or potential conflict(s):

Signature

Date

Firm Name

If a potential or actual conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Alameda County General Services Agency contract personnel.

Name & Title

Phone

Project Name

Firm Name _____

1.10 RIGHTS RESERVED BY COUNTY OF ALAMEDA

- 1.10.1 The County may deny pre-qualification where the requested information and materials are not provided, or not provided by the date specified below. There is no appeal from a denial due to a materially incomplete or late application.
- 1.10.2 The County reserves the right to accept pre-qualification applications despite minor irregularities and omissions in the information that would otherwise serve to disqualify a Design-Build Entity. The County reserves the right to make all final pre-qualification determinations and to determine at any time that the pre-qualification procedures will not be applied to the Project.
- 1.10.3 The County reserves the right to adjust, increase, limit, suspend or rescind a Design-Build Entity's pre-qualification rating based on subsequently acquired information. Design-Build Entities whose rating changes sufficient to disqualify them will be notified and given an opportunity for an appeals process consistent with the procedures described herein for appealing an initial pre-qualification determination.
- 1.10.4 The County may require Design-Build Entities that will be using Sub-Contractors or Sub-Consultants who are not Core Organizations identified during pre-qualification to: (1) submit the qualifications of certain Sub-Contractors or Sub-Consultants as specified in this Pre-Qualification Questionnaire Document, and (2) participate in post-proposal qualification review. Compliance with such requirements, if any, will follow acceptance of a proposal, but will occur before an award is made.
- 1.10.5 The County reserves the right to modify, suspend, or cancel this Project, including the Pre-Qualification (Step 1) Phase, in whole or in part, at any time and at its sole discretion. The Design-Build Entity will be solely responsible for the costs of preparing the pre-qualification materials and participating in the pre-qualification process.

1.11 REVIEW AND NOTIFICATION PROCESS

- 1.11.1 The completed Pre-Qualification Questionnaire with required attachments must be submitted by the deadline specified below. Once received, the review and notification process will be as follows:
 - 1.11.1.1 Receipt: The original Pre-Qualification Questionnaire with required attachments will be stamped upon receipt with an official date and time of receipt.
 - 1.11.1.2 Staff Review: Each complete Pre-Qualification Questionnaire with all required attachments will be reviewed by County staff within twenty (20) business days from the submission deadline date.
 - 1.11.1.3 Qualification Notification: Each Design-Build Entity will be notified of its qualification rating by certified mail within Thirty (30) business days from the submission deadline date.
 - 1.11.1.4 Sub-Consultant/Sub-Contractor Substitutions: If notified that a proposed Sub-Consultant or Sub-Contractor has been disqualified, an otherwise qualified Design-Build Entity must submit all relevant information requested in this Pre-Qualification Questionnaire for a proposed substitute Sub-Consultant/Sub-Contractor within ten (10) business days of receiving such qualification notification, and the time limits for Staff Review and Qualification Notification shall be adjusted accordingly. Failure to propose a qualified substitute Sub-Consultant/Sub-Contractor will result in an otherwise qualified Design-Build Entity being rated as "Non-Qualified" for this project.

- 1.11.2 If the Design-Build Entity is rated as “Qualified” and is shortlisted for the Project (see Division 7 - Selection), it will be eligible to submit a proposal for the Project and will be notified of the opportunity to submit when the Request for Proposal documents are issued.
- 1.11.3 If the Design-Build Entity is rated as “Non-Qualified” for this project, it may initiate an appeal process as defined below.

1.12 APPEAL PROCESS

- 1.12.1 Where the scoring of a timely and complete Pre-Qualification Questionnaire with required documentation results in a rating below that necessary to pre-qualify, an appeal can be made. Upon written request, the County will provide to the non-qualifying Design-Build Entity in writing the basis for the determination that the Proposer is not pre-qualified, and any copies of supporting evidence that has been received from others or adduced as a result of the County’s own investigation.
- 1.12.2 In order to appeal, a Design-Build Entity must deliver to the County written notice of its appeal of the County’s determination with respect to that Entity’s pre-qualification rating no later than 5:00 p.m. on the fifth (5th) business day after the County issues notice of non-qualification (not the date the Design-Build entity receives such notification of non-qualification). The notice of appeal must be submitted to the Deputy Director of Operations, 1401 Lakeside Drive, 10th Floor, Oakland, CA, 94612. Failure to timely appeal a non-qualifying pre-qualification rating waives any and all rights of a Design-Build Entity to further challenge the County’s pre-qualification determination.
- 1.12.3 The notice of appeal must include a complete statement of the reasons and facts for the appeal; must refer to the specific portions of all documents that form the basis for the appeal; and must include the name, address, email address, facsimile number and telephone number of the person representing the Design-Build Entity appellant.
- 1.12.4 If a Design-Build Entity gives the required notice of appeal and requests a hearing, a hearing shall be conducted no later than ten (10) business days after the County’s receipt of the notice of appeal. The hearing shall be an informal process conducted by the Deputy Director of Operations of the General Services Agency or the Deputy Director of Operations (the “Project Appeals Hearing Officer”). During the hearing, the Design-Build Entity will be given the opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the County as to why it should be found qualified.
- 1.12.5 The Project Appeals Hearing Officer will render her decision in writing to the Design-Build Entity. An appeal from the Project Appeals Officer’s decision will be to the County Auditor-Controller’s Office of Contract Compliance (“OCC”) located at 1221 Oak Street, Room 249, Oakland, CA, 94612. All appeals to the OCC shall be in writing and submitted within five (5) business days of notification of the Project Appeals Officer’s decision. The written decision of the OCC shall be final. It is the intention of the County that the date for the submission of Proposals in response to the Request for Proposals will not be delayed or postponed to allow for completion of an appeal process.
- 1.12.6 *The Appeal procedures and time limits set forth in this section are mandatory and are each Design-Build Entity’s sole and exclusive remedy in the event of an Appeal. A Design-Build Entity’s failure to timely complete both the appeal and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute waiver of any right to further pursue the appeal, including filing a Government Code claim or legal proceedings.*

1.13 PRE-QUALIFICATION POINT OF CONTACT AND ANTICIPATED SCHEDULE

1.13.1 Any questions regarding the Project and the Pre-Qualification process should be directed in writing to:

Hadi Hadjarzadeh , Senior Project Manager
County of Alameda – General Services Agency
1401 Lakeside Drive, Suite 800
Oakland, CA 94612-4305
Tel (510) 208-9589
Fax (510) 208-3995
Cell: (510) 220-3445

1.13.2 Email: Hadi.Hadjjar@acgov.org The following is the anticipated schedule of events for this Pre-Qualification Questionnaire:

<u>Action</u>	<u>Date</u>
Written clarifying question submission begins.....	Monday, November 9, 2020
Mandatory Pre-Submittal Conference.....	Monday, November 30, 2020 at 10.00
Written Questions Due at 5:00 PM PDT.....	Thursday, December 3rd, 2020
Qualifications Submission Date.....	Monday, December 21, 2020
<u>no later than 2:00 P.M. PDT</u>	

1.13.2.1 Design-Build Entities are required to attend the mandatory Pre-Submittal Conference.

1.13.2.2 Please be advised that the County will not respond to questions received after 5:00 PM Pacific Daylight Time (PDT).

The County reserves the right to extend the deadline for submittal of Pre-Qualification Submittals and related materials. If it chooses to exercise this right, it will do so through an addendum sent by e-mail to all persons or entities that requested pre-qualification materials.

Explanation of Scoring Framework

2. EXPLANATION OF SCORING FRAMEWORK

The pre-qualification determination for a Design-Build Entity will result from consideration of the scores attained in all parts of the Pre-Qualification Questionnaire.

2.1 DIVISION 4.1 SECTION I: IDENTIFICATION OF THE DESIGN-BUILD ENTITY AND ITS PRIMARY TEAM MEMBERS

2.1.1 Division 4.1 Section I (including Subsections I(A), I(B) and I(C) applies to the Design-Build Entity as a whole and is for identification purposes only. There is no scoring value to this part.

2.1.2 Division 4.1 Section I (without Subsections) is the only public record portion of the Project Pre-Qualification Questionnaire. There is no scoring value to this portion of the questionnaire.

2.2 DIVISION 4.1 SECTION II: ESSENTIAL REQUIREMENTS FOR QUALIFICATION OF THE DESIGN-BUILD ENTITY (PASS/FAIL)

2.2.1 Division 4.1 Section II applies to the Design-Build Entity as a whole and consists of a series of pass/fail qualification questions. All questions must be answered truthfully and as indicated or the Design-Build Entity will be disqualified with no consideration given to the remainder of the Questionnaire.

2.3 DIVISION 4.1 SECTION III: SCORED QUESTIONS FOR THE DESIGN-BUILD ENTITY AND ITS PRIMARY TEAM MEMBERS

2.3.1 Division 4.1 Section III includes minimum scores that must be attained for the Design-Build Entity, General Contractor, and Architect. Scores at or above the minimums will be combined with the scores of the other parts of the Pre-Qualification Questionnaire to determine the Total Score for the Design-Build Entity.

2.3.1.1 A minimum score of 90 must be attained for the Design-Build Entity or average score of the Design-Build Entity and General Contractor (see below), or the Design-Build Entity/General Contractor will be rated as not-qualified, and the Design-Build Entity will not be pre-qualified.

2.3.1.2 A minimum score of 22 must be attained for the Architect, or the Architect will be rated as not-qualified, and the Design-Build Entity will not be pre-qualified.

2.3.2 Division 4.1 Subsection III(A): Scored Questions for the Design-Build Entity

2.3.2.1 Subsection III (A) applies to the Design-Build Entity. It consists of a series of questions that must be answered, each of which has an established numerical score for potential answers (as shown in the sample Scoring Worksheet provided herein). The total score attained establishes the rating for the Design-Build Entity. There is a maximum possible score of 130, with a minimum required total score of 90.

2.3.3 Subsection III(B): Scored Questions for the General Contractor

2.3.3.1 Subsection III (B) applies to the General Contractor. It consists of a series of questions that must be answered, each of which has an established numerical score for potential answers (as shown in the sample Scoring Worksheet provided herein). The total score attained establishes the rating for the Design-Build Entity's General Contractor. There is a maximum possible score of 130, with a Minimum required total score of 90. This section does not need to be completed

if the General Contractor is the Design-Build Entity. If the General Contractor is not the Design-Build Entity, scores for the Design-Build Entity and General Contractor will be averaged.

2.3.4 Subsection III(C): Scored Questions for the Architect of Record

2.3.4.1 Subsection III (C) applies to the Architect. It consists of a series of questions that must be answered, each of which has an established numerical score for potential answers (as shown in the sample Scoring Worksheet provided herein). The total score attained establishes the rating for the Design-Build Entity's Architect. There is a maximum possible score of 37, with a minimum required total score of 22.

2.4 DIVISION 4.1 SECTION IV: SCORED FINANCIAL QUESTIONS FOR THE DESIGN-BUILD ENTITY

2.4.1 Division 4.1 Section IV applies to the Design-Build Entity as a whole. The maximum possible score is 40 points, and a minimum required total score of 15. Also refer to the Questionnaire and Scoring Summary.

2.5 DIVISION 4.2 PART II: RECENT CONSTRUCTION PROJECTS COMPLETED

2.5.1 In order to assess the extent to which the Design-Build Entity has the experience, competency, capability, and capacity to complete a project similar in size, building type, and complexity of the Project, Part II requires the Design-Build Entity to submit information on recently-completed projects that are of similar size, building type, and complexity. The County will have sole discretion to determine which projects are similar to the Project in size, building type, and complexity. Part II includes minimum scores that must be attained for the Design-Build Entity, General Contractor, and Architect. Scores at or above the minimums will be combined with the scores of the other parts of the Pre-Qualification Questionnaire to determine the Total Score for the Design-Build Entity.

2.5.2 Section I: Design-Build Entity and General Contractor Experience

2.5.2.1 Section I applies to the Design-Build Entity and the General Contractor together. It consists of information the Design-Build Entity and the General Contractor are to provide and has a numerical score for responses (as shown in the sample Scoring Worksheet provided herein). The total score attained establishes the rating for the Design-Build Entity and General Contractor. There is a maximum possible score of 40, with a minimum required total score of 22.

2.5.3 Section II: Architect/Design Team Experience

2.5.3.1 Section II applies to the Architect and the Design Team together. It consists of information the Architect and the Design Team are to provide and has an established numerical score for responses (as shown in the sample Scoring Worksheet provided herein). The total score attained establishes the rating for the Design-Build Entity's Architect and Design Team. There is a maximum possible score of 20, with a minimum required total score of 11.

2.6 DIVISION 4.3 PART III: KEY PERSONNEL

2.6.1 In order to help the County assess to what extent Design-Build Entity personnel have sufficient experience and training to competently manage and complete the design and construction of the Project, Part III requires the Design-Build Entity to submit information regarding individuals who will perform key roles in the Project.

- 2.6.2 Division 4.3 consists of a series of questions that must be answered by the General Contractor and Architect. A score at or above the minimum will be combined with the scores of the other parts of the Pre-Qualification Questionnaire to determine the Total Score for the Design-Build Entity.
- 2.6.3 Division 4.3 Section I consists of a series of questions pertaining to the Construction Project Manager Qualifications. There is a maximum possible score of 15. A minimum required total score of 5 must be attained or the Design-Build Entity will be rated as not-qualified. A score at or above the minimum will be combined with the scores of the other parts of the Pre-Qualification Questionnaire to determine the Total Score for the Design-Build Entity.
- 2.6.4 Division 4.3 Section II consists of a series of questions pertaining to the Principal-in-Charge Qualifications (for Architect). There is a maximum possible score of 9. A minimum required total score of 5 must be attained or the Design-Build Entity will be rated as not-qualified. A score at or above the minimum will be combined with the scores of the other parts of the Pre-Qualification Questionnaire to determine the Total Score for the Design-Build Entity.
- 2.6.5 Division 4.3 Section III Working Relationship Matrix: The information requested in this section is intended to provide the selection team an understanding of the proposed members' experience and ability to function as a team at the outset of the Project due to prior existing working relationships established on previous projects. There is a maximum possible score of 60 points, with a minimum score of 0. A score at or above the minimum will be combined with the scores of the other parts of the Pre-Qualification Questionnaire to determine the Total Score for the Design-Build Entity.
- 2.6.5.1 The Design-Build Entity shall select up to ten (10) projects from the Project Profile Templates submitted and list them on the Working Relationship Matrix provided in Division IV. For each position listed on the Matrix indicate whether the firm or a key individual being proposed for this Project had a significant role in the project's success by placing a "mark" in the appropriate box.
- 2.6.6 Division 4.3 Section IV: Project Management Approach
- 2.6.6.1 The information requested in this section is intended to provide the selection team an understanding of how the Design-Build Entity intends to manage the design and construction of the Project, and why their specific approach is best suited to achieve success on the Project.
- 2.6.6.2 Describe the Design-Build Entity's approach to managing this Project and include the Design-Build Entity's philosophy and methodology regarding design-build. This section is limited to eight (8) pages. The DBE shall demonstrate its understanding of how the design-build process will achieve the best value for Owner by describing how successful delivery strategies and lessons learned on previous similar projects will be utilized on this Project to achieve the best value and timely project delivery. The Design-Build Entity shall also discuss its process and procedures for integrating the Owner in the design-build process throughout design and construction, and to ensure the critical features are incorporated into the Project. There is a maximum possible score of 50 points, with a minimum score of 0. A score at or above the minimum will be combined with the scores of the other parts of the Pre-Qualification Questionnaire to determine the Total Score for the Design-Build Entity

2.7 DIVISION 5: REFERENCE INTERVIEW QUESTIONS

The identified owner's representative for three of the projects in Division IV Part 2 above will be contacted by the County's staff and will be asked 14 questions which will have a score value range of 1 to 10. The Contractor must be given a score value for each question so that the average score for all questions in this part is **equal to or greater**

than 98 points of the possible maximum score of 140. If the Contractor passes Division V, after having also passed Division 4, it is considered qualified.

2.8 DIVISION 6 CERTIFICATION

Part VIII requires verification under oath by the **Design-Build Entity and each Core Organization** in a manner consistent with the verification requirements for civil pleadings pursuant to Code of Civil Procedure section 446. The County will not review Pre-Qualification Questionnaires that are not properly verified.

Instructions for Pre-Qualification Submission

3. INSTRUCTIONS FOR PRE-QUALIFICATION SUBMISSION

3.1 SUBMISSION REQUIREMENTS

- 3.1.1 Each Pre-Qualification Questionnaire must be signed under penalty of perjury in the manner designated on the Certification page (Division 6), by an individual who has the legal authority to bind the Design-Build Entity on whose behalf that person is signing.
- 3.1.2 If any information provided by a Design-Build Entity becomes inaccurate, the Design-Build Entity must immediately notify the County and provide updated accurate information in writing, under penalty of perjury.
- 3.1.3 **Requested information must be provided on the Pre-Qualification Questionnaire forms provided. To the extent that additional space is required in order to fully and completely answer any question the submitting firm should note in the Questionnaire space provided that additional information is being submitted. Submit such information on the company letterhead of the firm submitting the Questionnaire with reference to: (a) the Project (by name and project number), (b) the relevant subpart and question, and (c) the Questionnaire page number for which the information is being provided.**
- 3.1.4 Pre-Qualification Questionnaires must be submitted in 3-ring binders with tabs indicating all subparts. Attachments and additional information must be placed behind the appropriate tabs for the subpart for which they are required. The front of the binders must be marked “CONFIDENTIAL” and must indicate the Design-Build Entity’s name and address using the following format:

3.2 SUBMISSION DELIVERY AND DATE

- 3.2.1 The outer envelope must be clearly marked with the following information:

PRE-QUALIFICATION QUESTIONNAIRE

Company Name and Address: _____

Project Name: Dublin Transit Center Parking Garage Project

Project Number: 18124

(Due Date: **Monday, December 21, 2020**, Time: _____)

- 3.2.2 An electronic copy of the completed, signed Pre-Qualification Questionnaire with required attachments must be submitted in portable document format (.pdf) on a USB flash drive in a sealed envelope marked “CONFIDENTIAL” and labeled as above. Audited Financial Statements shall not be included electronically; a hard copy of the Audited Financial Statements must be included in a separate envelope.
- 3.2.3 **A complete, timely submission must include:**
 - 3.2.3.1 1 fully completed, verified Pre-Qualification Questionnaire bound together as described above with ALL required documents,
 - 3.2.3.2 5 bound, printed hard copies of the same, and
 - 3.2.3.3 1 electronic, scanned copy of the same in pdf format on a flash drive. Audited Financial Statements shall not be included electronically; a hard copy of the Audited Financial Statements must be included in a separate envelope.

- 3.2.4 Pre-Qualification Questionnaires must be received at: General Service Agency, Capital Programs, 1401 Lakeside Drive, Suite 800, Oakland, CA 94612. Attention: Hadi Hadjarzadeh, Senior Project Manager.

No Later Than: 2:00 pm (PDT) on Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Pre-Qualification Questionnaires. ORAL, TELEPHONIC, FACSIMILE, TELEGRAPHIC, OR E-MAILED PRE-QUALIFICATION QUESTIONNAIRES ARE INVALID AND WILL NOT BE ACCEPTED. NO PRE-QUALIFICATION DOCUMENTS WILL BE ACCEPTED AFTER THE DUE DATE AND TIME unless the County determines that it is in its best interest to reopen the pre-qualification process. IF HAND DELIVERING SUBMITTALS ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO A SECURE BUILDING. All submittals, whether delivered by contractor, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address no later than the time designated. The GSA-Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of submissions.

Statement of Qualifications

**County of Alameda
Dublin Transit Center Parking Garage Project
Project No. 18124**

4. STATEMENT OF QUALIFICATIONS

4.1 PART I: QUESTIONNAIRE

4.1.1 Section I: Identification of DBE and Primary Team Members

THE SECTION I INFORMATION ABOUT THE DBE PRIMARY TEAM MEMBERS IS FOR IDENTIFICATION PURPOSES ONLY. THERE IS NO SCORING VALUE TO THIS SECTION.

4.1.2 Section II: Essential Requirements for the DBE

4.1.3 Section III: Scored Questions for the DBE Primary Team Members

4.1.4 Section IV: Scored Financial Questions for the Design-Build Entity

SECTION I: IDENTIFICATION OF THE DESIGN-BUILD ENTITY AND ITS PRIMARY TEAM MEMBERS

(This Section has no scoring value.) **DBE Contact Information**

Name: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Email Address: _____

General Contractor Contact Information

Name: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Email Address: _____

Architect Contact Information

Name: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Email Address: _____

Additional DBE Team Member(s) (List any Additional DBE Team Members being pre-qualified)		
Discipline	Firm Name	Legal Entity (Sole Proprietor, Corporation, Partnership, e.g.)

PUBLIC RECORD

SECTION I(A): INFORMATION ABOUT THE DESIGN-BUILD ENTITY

(This Section has no scoring value.)

1. Lead Person or Firm - Contact Information

Design-Build Entity Name: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____ Email Address: _____

2. Type of Entity (check one):

Corporation Partnership Sole Proprietor Joint Venture Other Association

3. If Design-Build Entity is a Sole Proprietor or Partnership:

Owner(s) of Company: _____

4. Information about the Design-Build Entity:

4a. Date of formation or incorporation: _____

4b. State of formation or incorporation:

Member Firm(s)		
Discipline	Name	License
Design-Build Entity		

4c. How many persons does your organization currently employ? _____

4d. If your organization is a corporation, please complete the following table. Provide information for each officer of the corporation or individual(s) with 20% or more of the corporate stock.

Position	Name	Years with Co.	% Ownership
President			
Vice-President			

Secretary			
Treasurer			

4e. If your organization is a partnership, please complete the following table. Provide information for each partner who owns 20% or more of the firm.

Position	Name	Years with Co.	% Ownership
President			
Vice-President			
Secretary			
Treasurer			

4f. If your organization is a sole proprietorship, please complete the following table. Provide information for each member of the proprietorship.

Owner	Years as Owner

4g. If your organization is a joint venture, please complete the following table. Provide information for each member of the joint venture.

Joint Venture Member #1

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

Joint Venture Member #2

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

Joint Venture Member #3

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

4h. For each person listed in Tables 4d, 4e, 4f, or 4g, identify every construction company that the person has been employed with at any time **during the last five years:**

Name	Company	Position with Company	Dates of Employment with Company

5. Has there been any change in ownership of the Design-Build Entity **at any time during the last three years?**

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If “yes,” note each change below:

Contractor	Current Owner	Previous Owner	Dates of Previous Ownership

6. Is the Design-Build Entity a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain:

7. Are any of the Design-Build Entity’s corporate officers, partners or owners connected to any other construction companies?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain:

8. State the Design-Build Entity Firm’s gross revenues for each of **the last three years**:

2017 _____ **2018** _____ **2019** _____

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by the Design-Build Entity Firm:

Contractor License Number	Classification	Expiration Date

10. If any of the Design-Build Entity’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individuals(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

Contractor License Number	Name of Qualifying Individual

--	--

11. Has the Design-Build Entity’s Firm changed names or license number **in the past five years**?

Yes No

If “yes,” explain:

12. Has any owner, partner or (for corporations) officer of the Design-Build Entity operated a construction company under any other name **in the last five years**?

Yes No

If “yes,” explain:

13. Bonding capacity: Provide documentation from your surety identifying the following:

Bonding Co./Surety:		Surety Agent:	
Agent Address:		Telephone #:	

14. List all other sureties (name and full address) that have written bonds for your firm during the **last five years**, including the dates during which each wrote the bonds:

Date	Surety	Address

15. Has the Design-Build Entity or any of its owners, officers or partners ever been debarred, suspended, or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549?

Yes No

If “yes,” explain:

SECTION I(B): INFORMATION ABOUT THE GENERAL CONTRACTOR

(This Section has no scoring value.)

(If the General Contractor is the same as the Design-Build Entity, Section I (B) is not required.) The term “General Contractor” means the member of the DBE that will have the primary responsibility for the construction of the Project. Duplicate and submit for each General Contractor if more than one.

1. Lead Person or Firm - Contact Information

Contractor Name: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____ Email Address: _____

2. Type of Entity (check one):

Corporation Partnership Sole Proprietor Joint Venture Other Association

3. If Contractor is a Sole Proprietor or Partnership:

Owner(s) of Company: _____

4. Information about the Prime Contractor:

Member Firm(s)		
Discipline	Name	License
General Contractor		

4a. Date of formation or incorporation: _____

4b. State of formation or incorporation: _____

4c. How many persons does your organization currently employ? _____

4d. If your organization is a corporation, please complete the following table. Provide information for each officer of the corporation or individual(s) with 20% or more of the corporate stock.

Position	Name	Years with Co.	% Ownership
President			
Vice-President			
Secretary			
Treasurer			

4e. If your organization is a partnership, please complete the following table. Provide information for each partner who owns 20% or more of the firm.

Position	Name	Years with Co.	% Ownership
President			
Vice-President			
Secretary			
Treasurer			

4f. If your organization is a sole proprietorship, please complete the following table. Provide information for each member of the proprietorship.

Owner	Years as Owner

4g. If your organization is a joint venture, please complete the following table. Provide information for each member of the joint venture.

Joint Venture Member #1

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

Joint Venture Member #2

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

Joint Venture Member #3

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

4h. For each person listed in Tables 4d, 4e, 4f, or 4g, identify every construction company that the person has been employed with at any time **during the last five years:**

Name	Company	Position with Company	Dates of Employment with Company

5. Has there been any change in ownership of the Contractor **at any time during the last three years?**

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If “yes,” note each change below:

Contractor	Current Owner	Previous Owner	Dates of Previous Ownership

6. Is the Contractor a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain:

7. Are any of the Contractor’s corporate officers, partners or owners connected to any other construction companies?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain:

8. State the Contractor Firm’s gross revenues for each of **the last three years**:

2017 _____ **2018** _____ **2019** _____

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by the Contractor Firm:

Contractor License Number	Classification	Expiration Date

10. If any of the Contractor’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individuals(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

Contractor License Number	Name of Qualifying Individual

11. Has the Contractor Firm changed names or license number **in the past five years?**

Yes No

If “yes,” explain:

12. Has any owner, partner or (for corporations) officer of the Contractor operated a construction company under any other name **in the last five years?**

Yes No

If “yes,” explain:

13. Bonding capacity: Provide documentation from your surety identifying the following:

Bonding Co./Surety:		Surety Agent:	
Agent Address:		Telephone #:	

14. List all other sureties (name and full address) that have written bonds for your firm during the **last five years**, including the dates during which each wrote the bonds:

Date	Surety	Address

15. Has the Contractor or any of its owners, officers or partners ever been debarred, suspended, or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549?

Yes No

If “yes,” explain:

SECTION I(C): INFORMATION ABOUT THE ARCHITECT OF RECORD

(This Section has no scoring value.)

(If the Architect of Record is the same as the Design-Build Entity Section I(C) is not required). The Architect of Record is the licensed Architect or Engineer who will have primary responsibility for design work under the Agreement. Duplicate and submit for each Architect of Record if more than one.

1. Lead Person or Firm - Contact Information

Architect of Record Name: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____ Email Address: _____

2. Type of Entity (check one):

Corporation Partnership Sole Proprietor Joint Venture Other Association

3. If Architect of Record is a Sole Proprietor or Partnership:

Owner(s) of Company: _____

4. Information about the Architect of Record:

Member Firm(s)		
Discipline	Name	License
Architect of Record		

4a. Date of formation or incorporation: _____

4b. State of formation or incorporation: _____

4c. Registration / License No.: _____

4d. How many persons does your organization currently employ? _____

- 4e. If your organization is a corporation, please complete the following table. Provide information for each officer of the corporation or individual(s) with 20% or more of the corporate stock.

Position	Name	Years with Co.	% Ownership
President			
Vice-President			
Secretary			
Treasurer			

- 4f. If your organization is a partnership, please complete the following table. Provide information for each partner who owns 20% or more of the firm.

Position	Name	Years with Co.	% Ownership
President			
Vice-President			
Secretary			
Treasurer			

- 4g. If your organization is a sole proprietorship, please complete the following table. Provide information for each member of the proprietorship.

Owner	Years as Owner

- 4h. If your organization is a joint venture, please complete the following table. Provide information for each member of the joint venture.

Joint Venture Member #1

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

Joint Venture Member #2

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

Joint Venture Member #3

Name of Company	Name of Owner/Partner or President	Years with Co.	% Ownership of Joint Venture

- 4i. For each person listed in Tables 4d, 4e, 4f, or 4g, identify every Architectural Firm that the person has been employed with at any time **during the last five years:**

Name	Company	Position with Company	Dates of Employment with Company

5. Has there been any change in ownership of the Architect of Record’s Firm **at any time during the last three years?**

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If “yes,” note each change below:

Contractor	Current Owner	Previous Owner	Dates of Previous Ownership

6. Is the Architect of Record Firm a subsidiary, parent, holding company or affiliate of another firm?

NOTE: Include information about other firms if one firm owns 50 percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain:

7. Are any of the Architect of Record’s corporate officers, partners or owners connected to any other companies?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain:

8. Has the Architect of Record Firm changed names or registration / license number **in the past five years?**

Yes No

If “yes,” explain:

**SECTION II: ESSENTIAL REQUIREMENTS FOR QUALIFICATION OF THE DESIGN-BUILD ENTITY
(PASS/FAIL):**

The terms “Design-Build Entity” and “Associates” shall mean all of the following:

- The current qualifiers for all current Contractors State License Board contracting licenses held by the Design-Build Entity.
- All current officers of a Design-Build Entity which is a corporation.
- All current partners of a Design-Build Entity which is a partnership.
- All current joint venturers of the joint venture Design-Build Entity which is seeking prequalification.
- The Architectural, Engineering Design Team which is a part of the Design-Build Entity.

NOTE: Design-Build Entity will be automatically disqualified if the answer to any of questions 1 through 8 is “No”.

1. Does the General Contractor and each proposed subcontractor possess a valid, current California Class A and Class B contractor’s license for the Project for which it intends to submit a proposal or intend to obtain a license before commencing work?

Yes No

2. Does the Design-Build Entity have a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 annual general aggregate, plus Excess Liability of \$5,000,000 per occurrence (CSL) and \$5,000,000 general aggregate?

Yes No

If yes, provide the following information. (Attach a separate page if more than one policy.)

Insurance Company: _____

Policy Number: _____

Policy Limit per Occurrence: _____

Aggregate Policy Limit: _____

Attach a letter from your insurance carrier confirming limits.

3. Does the Design-Build Entity and each proposed Subcontractor have current California Workers’ Compensation insurance policies as required by the Labor Code or are legally self-insured pursuant to Labor Code sections 3700 et seq. or do they intend to obtain such insurance prior to commencing work?

Yes No

If yes, provide the following information. (Attach a separate page if more than one policy.)

Insured: _____

Insurance Company: _____

Policy Number: _____

4. Has the latest copy of an audited financial statement (no more than two years old) with accompanying notes been attached for the Design-Build Entity or each member of the Design-Build Entity if Joint Venture, Partnership, etc.? (An audited

financial statement with accompanying notes of a parent company guarantor may be substituted. **A financial statement that is not audited is not acceptable. A letter verifying availability of a line of credit is not a substitute for the required financial statement.**)

Yes No

5. Has a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California been attached, which states that the Design-Build Entity's current bonding capacity is sufficient to provide payment and performance bonds in the amount of 100% of the contract total? **(Statement must be from the surety company, not an agent or broker.)**

Yes No

Yes No

6. Will the Design-Build Entity employ a Project Manager and a Superintendent who will be devoted full-time to this Project and who have experience building multi-story parking structure projects of similar size and scope?

Yes No

7. Will the Design-Build Entity sign the contract (without changes) as outlined in the contract documents?

Yes No

NOTE: Design-Build Entity will be automatically disqualified if the answer to any of questions 9 through 15 is "Yes".

8. Has any contractor license held by the Design-Build Entity or its associates, the General Contractor Member(s) of the Design-Build Team or their associates, or any of the proposed Subcontractors or their associates, been revoked or suspended within the last five (5) years?

Yes No

9. Has a surety firm completed a contract or paid for completion of a contract on behalf of any member of the Design-Build Entity because they were terminated by the project owner within the last five (5) years?

Yes No

10. Within the last five years was the Design-Build Entity, the General Contractor Member(s) of the Design-Build Team or any proposed Subcontractor been declared ineligible to bid on a public works contract, to be awarded a public works contract, or to perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

11. Has any member of the Design-Build Team (contractors, architects, engineers, subcontractors or others) or any member's associates, ever been convicted of a crime involving the awarding of a contract for a government project, or the bidding or performance of a government contract within the last five (5) years?

Yes No

12. Has the Design-Build Entity or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

13. Has the Design-Build Entity or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

14. Has the Design-Build Entity or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

SECTION III: SCORED QUESTIONS FOR THE DESIGN-BUILD ENTITY AND ITS PRIMARY TEAM MEMBERS (ASSOCIATES)

SECTION III(A): SCORED QUESTIONS FOR THE DESIGN-BUILD ENTITY

The term “Associates” shall mean all of the following:

- The current qualifiers for all current Contractors State License Board contracting licenses held by the Design-Build Entity.
- All current officers of a Design-Build Entity which is a corporation.
- All current partners of a Design-Build Entity which is a partnership.
- All current joint venturers of the joint venture Design-Build Entity which is seeking prequalification.

1. How many years has the Design-Build Entity been in business in California as a Design-Build Entity under its present business name and license number?

NOTE: If Design-Build Entity is a Joint Venture, add years for each partner to the Joint Venture and enter the average of combined experience.

Years: _____

2. Is the Design-Build Entity or any part of the Joint Venture currently the debtor in a bankruptcy case?

Yes No

If “yes,” indicate the case number, and the date on which the petition was filed.

Case #: _____ Date Filed: _____

3. Was the Design-Build Entity or any party to the Joint Venture in bankruptcy **at any time during the last five years**? (This question refers only to a bankruptcy action that was not described in answer to Question #2, above.)

Yes No

If “yes,” indicate the case number and the date on which the petition was filed, and the Bankruptcy Court’s discharge order number.

Case #: _____ Date Filed: _____ Discharge #: _____

4. At any time **in the last five years** has the Design-Build Entity or any party to the Joint Venture been assessed and paid liquidated damages of more than \$50,000 after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, identify all such projects by owner, owner’s address, completion date of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

Owner:		Address:	
Completed:		Amount:	

Other:

Owner:		Address:	
Completed:		Amount:	
Other:			
Owner:		Address:	
Completed:		Amount:	
Other:			

5. **In the last five years** has the Design-Build Entity or any firm with which any of the Design-Build Entity’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to Question #1c or #1d under Part I of this RFQ.

Yes No

If “yes,” identify the company, the person within the Design-Build Entity who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

Company:		Person:	
Year:	Owner	Project:	
Basis:			

Company:		Person:	
Year:	Owner	Project:	

Basis:

Company:		Person:	
Year:		Owner	Project:
Basis:			

6. **In the last five years** has the Design-Build Entity been denied an award of a public works contract based on a finding by a public agency that the Design-Build Entity was not a responsible bidder?

Yes No

If “yes,” identify the year of the event, the owner, the project and the basis for the finding by the public agency.

Year:		Owner:		Project:	
Basis:					

Year:		Owner:		Project:	
Basis:					

Year:		Owner:		Project:	
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Basis:

NOTE: The following two questions refer only to disputes between the Design-Build Entity and the owner of a project. You need not include information about disputes between the Design-Build Entity and a supplier, another contractor, or sub-contractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner.

7. **In the past five years** has any claim in excess of \$50,000 been filed in court or arbitration against the Design-Build Entity concerning its work on a construction project?

Yes No

If “yes,” identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

8. **In the past five years** has the Design-Build Entity made any claim in excess of \$50,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If “yes,” identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

Project:		Date:	
Entity:		Defendant:	
Description:			

Project:		Date:	
Entity:		Defendant:	
Description:			

Project:		Date:	
Entity:		Defendant:	

Description:	
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9. **In the last five years** has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Design-Build Entity?

Yes No

If “yes,” give name the insurance carrier, the form of insurance and the year of the refusal.

Year:		Carrier:		Form:	
Comments:					

Year:		Carrier:		Form:	
Comments:					

Year:		Carrier:		Form:	
Comments:					

10. Has the Design-Build Entity or party to the Joint Venture been required to pay a **premium of more than one per cent (1%) for a performance and payment bond** on any project(s) on which the Design-Build Entity worked at any time **during the last three years?**

Yes No

If “yes,” state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

NOTE: Score based on highest single year.

Year:		Rate:	
--------------	--	--------------	--

Explanation:

Year:		Rate:	
Explanation:			

Year:		Rate:	
Explanation:			

11. Has the Design-Build Entity carefully read the attached Document 00 22 19 and is the Design-Build Entity fully committed to the County’s Enhanced Construction Outreach Program (ECOP) and required good faith efforts? *This is located at the back of the document and additional copies can be made available at Pre-Qualifications submittal conference.*

Yes No

If “yes,” provide an acknowledgement of the County’s ECOP program.

--

12. Has the Design-Build Entity managed a similar construction outreach program for the benefit of small local businesses, subcontractors, and suppliers?

Yes No

If “yes,” provide a brief description of the program, including the Design-Build Entity’s methodology for conducting the program.

--

13. **During the last five years** has the Design-Build Entity ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, indicate the date when the Design-Build Entity was denied coverage and the name of the company or companies that denied coverage; and the period during which you had no surety bond in place.

Date:		Surety:		Duration Period:	
Explanation:					

Date:		Surety:		Duration Period:	
Explanation:					

Date:		Surety:		Duration Period:	
Explanation:					

14. Has CAL OSHA cited and assessed penalties against the Design-Build Entity for any “serious,” “willful” or “repeat” violations of its safety or health regulations **in the past five years**?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” describe the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the

Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

Description:		Date:		Nature:	
Project:		Amount:			

Description:		Date:		Nature:	
Project:		Amount:			

Description:		Date:		Nature:	
Project:		Amount:			

15. Has the Federal OSHA cited and assessed penalties against the Design-Build Entity **in the past five years?**

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” describe each citation.

Explanation:

Explanation:

Explanation:

16. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the Design-Build Entity or the owner of a project on which the Design-Build Entity was the builder, **in the past five years?**

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” describe each citation.

Explanation:

Explanation:

Explanation:

17. Does the Design-Build Entity require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Yes No

If “yes,” identify how often the meetings are required.

Weekly Bi-Weekly Monthly Less Frequent

18. Has the Design-Build Entity been issued an Experience Modification Rate (EMR) (California Workers’ Compensation Insurance) **for each of the past three premium years?**

Yes No

Note: Public Contract Code Section 22164 requires an acceptable safety record for Design-Build projects. A Design-Build Entity’s safety record shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less. If the average is greater than 1.00, the DBE will be disqualified and there will be no further scoring of the SOQ.

NOTE: Score based on highest EMR in any single Year.

Year:		Rate:	
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Year:		Rate:	
--------------	--	--------------	--

Year:		Rate:	
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19. Has there been **more than one occasion during the last five years** in which the Design-Build Entity was required to pay either back wages or penalties for the Design-Build Entity’s failure to comply with the state’s prevailing wage laws?

This question refers only to the prime Design-Build Entity’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a sub-contractor.

Yes No

If “yes,” describe the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

20. **During the last five years** has there been **more than one occasion** in which the Design-Build Entity has been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If “yes,” describe the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

21. Does the Design-Build Entity intend to request the dispatch of apprentices from an apprenticeship program approved by the California Apprenticeship Council for use on this Project if you are awarded the contract?

Yes No

If “yes,” provide the name, address and telephone number of the apprenticeship program from whom you intend to request the dispatch of apprentices.

Program Name	Address	Phone

22. Has the Design-Build Entity operated its own State-approved apprenticeship program during the last three years?

Yes No

If “yes,” state the year in which each such apprenticeship program was approved, identify the craft or crafts in which your firm provided apprenticeship training, and state the number of individuals who were employed by your firm as apprentices at any time **during the past three years** in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

Year:	Rate:
Crafts:	

23. At any time **during the last five years** has the Design-Build Entity been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If “yes,” provide the date(s) of such findings and attach copies of the Department’s final decision(s).

Date	Department	Finding	Decision #

24. Does the Design-Build Entity have experience building multi-story parking structure facilities of similar size, and scope and cost (\$25 Million or more) to this Project?

Yes No

If yes, identify projects(s):

Project	Location	Date Completed	Size, Scope, Cost

25. Does the Design-Build Entity currently employ a Project Manager and a Superintendent who will be devoted full-time to this Project and who have experience building multi-story parking structure projects of similar size and scope?

Yes No

If yes, identify the Project Manager and Superintendent and the projects for each:

Project Manager (Name)			Years With Firm
Project	Location	Date Completed	Budget and Size

Project Superintendent (Name)			Years With Firm
Project	Location	Date Completed	Budget and Size

26. Does the Design-Build Entity currently employ a Quality Assurance (QA) /Quality Control (QC) Manager who will be devoted to this Project on a full-time basis?

Yes No

If yes, identify the QA/QC Manager:

Name	Years With Firm

SECTION III(B): SCORED QUESTIONS FOR THE GENERAL CONTRACTOR

(Not required if the Design-Build Entity is the General Contractor. If the Design-Build Entity is not the General Contractor, Design-Build Entity and General Contractor scores will be averaged.)

The term “General Contractor” means the member of the Design-Build Team that will have the primary responsibility for the construction of the Project. Duplicate and submit for each General Contractor if more than one.

The term “Associates” shall mean all of the following:

- The current qualifiers for all current General Contractors State License Board contracting licenses held by the General Contractor.
- All current officers of a General Contractor which is a corporation.
- All current partners of a General Contractor which is a partnership.
- All current joint venturers of the joint venture General Contractor which is seeking prequalification.

1. How many years has the General Contractor been in business in California as a Contractor under its present business name and license number?

NOTE: If General Contractor is a Joint Venture, add years for each partner to the Joint Venture and enter the average of combined experience.

Years: _____

2. Is the General Contractor or any part of the Joint Venture currently the debtor in a bankruptcy case?

Yes No

If “yes,” indicate the case number, and the date on which the petition was filed.

Case #: _____ Date Filed: _____

3. Was the General Contractor or any party to the Joint Venture in bankruptcy **at any time during the last five years**? (This question refers only to a bankruptcy action that was not described in answer to Question #2, above.)

Yes No

If “yes,” indicate the case number and the date on which the petition was filed, and the Bankruptcy Court’s discharge order number.

Case #: _____ Date Filed: _____ Discharge #: _____

4. At any time **in the last five years** has the General Contractor or any party to the Joint Venture been assessed and paid liquidated damages of more than \$50,000 after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, identify all such projects by owner, owner’s address, completion date of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

Owner:		Address:	
Completed:		Amount:	

Other:

Owner:		Address:	
Completed:		Amount:	
Other:			
Owner:		Address:	
Completed:		Amount:	
Other:			

5. **In the last five years** has the General Contractor or any firm with which any of the General Contractor’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to Question #1c or #1d under Part I of this RFQ.

Yes No

If “yes,” identify the company, the person within the General Contractor who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

Company:		Person:	
Year:	Owner	Project:	
Basis:			

Company:		Person:	
Year:	Owner	Project:	

Basis:

Company:		Person:	
Year:		Owner:	Project:
Basis:			

6. **In the last five years** has the General Contractor been denied an award of a public works contract based on a finding by a public agency that the General Contractor was not a responsible bidder?

Yes No

If “yes,” identify the year of the event, the owner, the project and the basis for the finding by the public agency.

Year:		Owner:		Project:	
Basis:					

Year:		Owner:		Project:	
Basis:					

Year:		Owner:		Project:	
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Basis:

NOTE: The following two questions refer only to disputes between the General Contractor and the owner of a project. You need not include information about disputes between the General Contractor and a supplier, another contractor, or sub-contractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner.

7. **In the past five years** has any claim in excess of \$50,000 been filed in court or arbitration against the General Contractor concerning its work on a construction project?

Yes No

If “yes,” identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

8. **In the past five years** has the General Contractor made any claim in excess of \$50,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If “yes,” identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

Project:		Date:	
Entity:		Defendant:	
Description:			

Project:		Date:	
Entity:		Defendant:	
Description:			

Project:		Date:	
Entity:		Defendant:	

Description:

9. **In the last five years** has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the General Contractor?

Yes No

If “yes,” give name the insurance carrier, the form of insurance and the year of the refusal.

Year:		Carrier:		Form:	
Comments:					

Year:		Carrier:		Form:	
Comments:					

Year:		Carrier:		Form:	
Comments:					

10. Has the General Contractor or party to the Joint Venture been required to pay a **premium of more than one per cent (1%) for a performance and payment bond** on any project(s) on which the General Contractor worked at any time **during the last three years?**

Yes No

If “yes,” state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

NOTE: Score based on highest single year.

Year:		Rate:	
--------------	--	--------------	--

Explanation:

Year:		Rate:	
Explanation:			

Year:		Rate:	
Explanation:			

11. Has the General Contractor carefully read the attached Document 00 22 19 and is the General Contractor fully committed to the County’s Enhanced Construction Outreach Program (ECOP) and required good faith efforts? *This is located at the back of the document and additional copies can be made available at Pre-Qualifications submittal conference.*

Yes No

If “yes,” provide an acknowledgement of the County’s ECOP program.

--

12. Has the General Contractor managed a similar construction outreach program for the benefit of small local businesses, subcontractors, and suppliers?

Yes No

If “yes,” provide a brief description of the program, including the General Contractor’s methodology for conducting the program.

--

13. **During the last five years** has the General Contractor ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, indicate the date when the General Contractor was denied coverage and the name of the company or companies that denied coverage; and the period during which you had no surety bond in place.

Date:		Surety:		Duration Period:	
Explanation:					

Date:		Surety:		Duration Period:	
Explanation:					

Date:		Surety:		Duration Period:	
Explanation:					

14. Has CAL OSHA cited and assessed penalties against the General Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations **in the past five years**?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” describe the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the

Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

Description:		Date:		Nature:	
Project:		Amount:			

Description:		Date:		Nature:	
Project:		Amount:			

Description:		Date:		Nature:	
Project:		Amount:			

15. Has the Federal OSHA cited and assessed penalties against the General Contractor **in the past five years?**

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” describe each citation.

Explanation:

Explanation:

Explanation:

16. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the General Contractor or the owner of a project on which the General Contractor was the builder, **in the past five years?**

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” describe each citation.

Explanation:

Explanation:

Explanation:

17. Does the General Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Yes No

If “yes,” identify how often the meetings are required.

Weekly Bi-Weekly Monthly Less Frequent

18. Has the General Contractor been issued an Experience Modification Rate (EMR) (California Workers’ Compensation Insurance) **for each of the past three premium years?**

Yes No

Note: Public Contract Code Section 22164 requires an acceptable safety record for Design-Build projects. A General Contractor’s safety record shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less. If the average is greater than 1.00, the DBE will be disqualified and there will be no further scoring of the SOQ.

NOTE: Score based on highest EMR in any single Year.

Year:		Rate:	
--------------	--	--------------	--

Year:		Rate:	
--------------	--	--------------	--

Year:		Rate:	
--------------	--	--------------	--

19. **Within the last five years** has there ever been a period when the Contractor had employees but was without workers’ compensation insurance or state-approved self-insurance?

Yes No

20. Has there been **more than one occasion during the last five years** in which the General Contractor was required to pay either back wages or penalties for the General Contractor’s failure to comply with the state’s prevailing wage laws?

This question refers only to the prime Contractor’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a sub-contractor.

Yes No

If “yes,” describe the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

21. **During the last five years** has there been **more than one occasion** in which the General Contractor has been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If “yes,” describe the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

Violation:		Project:	
Completion:		Agency:	
Employees:		Amount:	

22. Does the General Contractor intend to request the dispatch of apprentices from an apprenticeship program approved by the California Apprenticeship Council for use on this Project if you are awarded the contract?

Yes No

If “yes,” provide the name, address and telephone number of the apprenticeship program from whom you intend to request the dispatch of apprentices.

Program Name	Address	Phone

23. Has the General Contractor operated its own State-approved apprenticeship program during the last three years?

Yes No

If “yes,” state the year in which each such apprenticeship program was approved, identify the craft or crafts in which your firm provided apprenticeship training, and state the number of individuals who were employed by your firm as apprentices at any time **during the past three years** in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

Year:		Rate:	
Crafts:			

24. At any time **during the last five years**, has the General Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

You may omit reference to any incident that occurred prior to January 1, 2008, if the violation was by a sub-contractor and the Contractor, as general contractor on a project, had no knowledge of the sub-contractor’s violation at the time they occurred.

Yes No

If “yes,” provide the date(s) of such findings and attach copies of the Department’s final decision(s).

Date	Department	Finding	Decision #

25. Does the General Contractor have experience building multi-story parking structure facilities of similar size, and scope and cost (\$25 Million or more) to this Project?

Yes No

If yes, identify projects(s):

Project	Location	Date Completed	Size, Scope, Cost

26. Does the General Contractor currently employ a Project Manager and a Superintendent who will be devoted full-time to this Project and who have experience building multi-story parking structure projects of similar size and scope?

Yes No

If yes, identify the Project Manager and Superintendent and the projects for each:

Project Manager (Name)			Years With Firm
Project	Location	Date Completed	Budget and Size

Project Superintendent (Name)			Years With Firm
Project	Location	Date Completed	Budget and Size

27. Does the General Contractor currently employ a Quality Assurance (QA) /Quality Control (QC) Manager who will be devoted to this Project on a full-time basis?

Yes No

If yes, identify the QA/QC Manager:

Name	Years With Firm

SECTION III(C): SCORED QUESTIONS FOR THE ARCHITECT OF RECORD

Name of Architect: _____

- **“Architect of Record” shall mean the architect whose stamp will appear on Project documents.**
- **“Architect” shall mean the Architect of Record whether it is the General Contractor, a separate architectural firm, or other firm.**

1. **“Architect of Record” or “Architect” could also mean the design discipline that has responsible control over the drawings. How many years has the Architect been in business in California as an architect operating under its present business name and license number?**

NOTE: If the Architect is a joint-venture, enter the average of the qualifying years for each partner to the joint-venture.

Years: _____

2. Is the Architect currently the debtor in a bankruptcy case?

Yes No

If “yes,” indicate the case number, and the date on which the petition was filed.

Case Number: _____ **Date Filed:** _____

3. Was the Architect in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes No

If “yes,” indicate the case number and the date on which the petition was filed, and the Bankruptcy Court’s discharge order number.

Case Number _____ **Date Filed:** _____ **Discharge No.:** _____

4. In the past ten (10) years has the Architect operated without professional liability insurance?

Yes No

If “yes,” explain on a separate sheet.

5. Does the Architect have a professional liability insurance policy with a policy limit of at least \$5,000,000 per occurrence and \$10,000,000 aggregate?

Yes No

6. In the past five (5) years has any claim in excess of \$50,000 been made against the Architect arising from or related to a design or construction contract (including claims for violation of the Federal or California False Claims Act) that was not resolved by change order or contract amendment?

Yes No

If “yes,” , for each claim, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Attach additional sheets as necessary:

Project Name:		Date:	
Claimant:		Court:	
Nature:			
Description:			

Project Name:		Date:	
Claimant:		Court:	
Nature:			
Description:			

Project Name:		Date:	
Claimant:		Court:	
Nature:			
Description:			

7. In the past five (5) years has the Architect made any claim in excess of \$50,000 against a project owner arising from or related to a design or construction contract that was not resolved by change order or contract amendment?

Yes No

If “yes,” for each claim, identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution). Attach additional sheets as necessary:

Project Name:		Date:	
Entity(s):		Court:	
Nature:			

Description:

Project Name:		Date:	
Entity(s):		Court:	
Nature:			
Description:			

Project Name:		Date:	
Entity(s):		Court:	
Nature:			
Description:			

8. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Architect?

Yes No

If “yes”, for each instance, give name the insurance carrier, the form of insurance and the year of the refusal (attach additional sheets as necessary):

Year:		Carrier:		Form:	
Comments:					

Year:		Carrier:		Form:	
Comments:					

Year:		Carrier:		Form:	
Comments:					

SECTION IV: SCORED FINANCIAL QUESTIONS FOR THE DESIGN-BUILD ENTITY

A. Please fill in the following blanks based on the Design-Build Entity's latest audited financial statement. If the Design-Build Entity is a Joint Venture, Partnership, etc., combine assets and liabilities. **Three years of audited financial statements for each member of the DBE are required.**

Current Assets: \$ _____

Current Liabilities: \$ _____

Total Net Worth: \$ _____

Current Ratio (Assets/Liabilities): _____

Working Capital (Current Assets - Current Liabilities): \$ _____

NET WORTH

- Less than \$25M = 0 points
- \$25M to \$50M = 5 points
- \$50M to \$100M = 10 points
- Greater than \$100M = 15 points

CURRENT RATIO

- Less than 1.0 = 0 points
- 1.0 to 1.15 = 5 points
- Over 1.15 = 10 points

WORKING CAPITAL

- Less than \$10M = 0 points
- \$10M to \$20M = 5 points
- \$20M to \$40M = 10 points
- Greater than \$40M = 15 points

MAXIMUM POSSIBLE SCORE IS 40 POINTS.

4.2 PART II: RECENT CONSTRUCTION PROJECTS COMPLETED

SECTION I: DESIGN-BUILD ENTITY AND GENERAL CONTRACTOR EXPERIENCE

The Design-Build Entity shall submit information describing projects completed in the past seven (7) years by the Design-Build Entity or its General Contractor that demonstrate that the Design-Build Entity and its General Contractor have the experience, competency, capability, and capacity to design and complete projects **similar in size, building type, and complexity to the Project**; a single project may fulfill more than one required experience criterion.

Only information, experience and work performed by the Design-Build Entities or General Contractors that is responsive to the Request for Pre-Qualification submittals will be considered for prequalification unless otherwise indicated below. For purposes of this section, the term “project” shall mean a the construction of a building and improvements directly related to the construction of a building, and the term “public sector” shall mean any work performed pursuant to a contract with a public or other governmental agency.

1. How many public sector Design-Build projects with a total contract value of \$25 million or more has the General Contractor completed in the last seven years?

Number of public sector Design-Build projects \$25M+ _____

List the following information for the (up to five) most recent of these projects. *For each project, provide information in the Comparable Project form at the end of this section.* Design-Build Entities may be awarded up to two points per comparable project for up to a maximum of five projects.

Project Name/Year	Location	Construction Cost

2. How many projects with a total contract value of **\$25 million** or more have the General Contractor and Architect on your proposed Design-Build team completed together in the last seven years?

Number of projects with same General Contractor / Architect Team \$25M+ _____

List the following information for the (up to five) most recent of these projects. *For each project, provide all information requested on the Comparable Project form at the end of this section.* Design-Build Entities may be awarded up to two points per comparable project for up to a maximum of five projects.

Project Name/Year	Location	Construction Cost

3. How many public sector projects with a total contract value of **\$25 million** or more has the General Contractor completed in the last seven years?

Number of California public sector projects \$25M+ _____

List the following information for the (up to five) most recent of these projects. *For each project, provide information in the Comparable Project form at the end of this section.* Design-Build Entities may be awarded up to two points per comparable project for up to a maximum of five projects.

Project Name/Year	Location	Construction Cost

4. How many Projects similar in size, building type, or complexity with a total contract value of \$25 million or more has the General Contractor completed in the last seven years?

Number of similar projects \$25M+

List the following information for the (up to five) most recent of these projects. *For each project, provide information in the Comparable Project form at the end of this section.* . Design-Build Entities may be awarded up to two points per comparable project for up to a maximum of five projects.

Project Name/Year	Location	Construction Cost

5. Has the General Contractor constructed building projects that were LEED (Leadership in Energy & Environmental Design) and/or Parksmart Certified?

Yes No

If yes, identify up to 8 recent certified projects which demonstrate the General Contractor’s ability to successfully construct the Project so as to achieve LEED and/or Parksmart certification:

Project	Location (city, state)	Certification Level	Date Completed

6. Does the General Contractor currently employ LEED accredited professionals?

Yes No

If yes, identify all such individuals (up to 8) who may be involved in the construction of the Project:

Name	Year Accredited

**PROJECT INFORMATION SHEET
DESIGN-BUILD ENTITY / GENERAL CONTRACTOR**

VERIFY ALL CONTACTS PRIOR TO SUBMITTAL. Design-Build Entities are advised that the County reserves the right to verify all Project information submitted below. It is the Design-Build Entity's responsibility to ensure contacts are available to County for verification. Material inaccuracies may result in reduced qualification scores and disqualification.

*Do not leave any spaces blank. Responses such as "N/A" are not acceptable.
If not applicable, state "Not Applicable" and explain why. If none, state "NONE."*

Reference Information:		
Project Name:	_____	
Project or Contract Number:	_____	
Project Location:	_____ , _____ , _____	
	Street Address	City & State Zip Code

Owner Information:	_____	Contact Person:	_____
	Owner's Name		Name & Title
Address:	_____ , _____ , _____		
	Street Address	City & State	Zip Code
Telephone:	_____	Facsimile:	_____
		Email:	_____

Address of D-B Entity or General Contractor's Office that Performed the Work:		
_____ , _____ , _____		
	Street Address	City & State Zip Code
Name of D-B Entity or General Contractor's Project Manager for project: _____		
Name of D-B Entity or General Contractor's Superintendent for project: _____		

General Contractor:	_____		
Contact Person:	_____		
Address:	_____ , _____ , _____		
	Street Address	City & State	Zip Code
Telephone:	_____	Facsimile:	_____
		Email:	_____

Design Firm:	_____	Contact Person:	_____
			Name & Title
Address:	_____ , _____ , _____		
	Street Address	City & State	Zip Code

SECTION II: ARCHITECT / DESIGN TEAM EXPERIENCE

Name of Architect: _____

The Architect, shall submit projects completed in the past ten (10) years that demonstrate that the ~~Architect~~ design team has the experience, competency, capability, and capacity to design and complete, multi-story parking structure projects similar in **size, building type, or complexity to the Project**; a single project may fulfill more than one required experience criterion.

Only information, experience and work performed by the Architect’s office participating in the Design-Build Entity will be considered for prequalification unless otherwise indicated below. For purposes of this section, the term “project” shall mean the construction of a building and improvements directly related to the construction of a building and the term “public sector” shall mean any work performed pursuant to a contract with a public or other governmental agency.

1. How many public sector design-build projects with a total construction cost of \$25 million or more has the Architect completed in the last ten years?

Number of public sector design-build projects \$25M+ _____

List the following information for the (up to five) most recent of these projects. *For each project, provide information in the Comparable Project form at the end of this section.* Design-Build Entities may be awarded up to two points per comparable project for up to a maximum of five projects.

Project Name/Year	Location	Construction Cost

2. How many multi-story parking structure projects similar in size, building type, or complexity with a total construction cost of \$25 million or more has the Architect completed in the last seven years?

Number of similar projects \$25M+ _____

List the following information for the (up to five) most recent of these projects. *For each project, provide information in the Comparable Project form at the end of this section.* . Design-Build Entities may be awarded up to two points per comparable project for up to a maximum of five projects.

Project Name/Year	Location	Construction Cost

3. Has the Architect completed building projects that were LEED (Leadership in Energy & Environmental Design) Certified?

Yes No

If yes, identify up to 5 recent certified projects which demonstrate the Architect’s ability to successfully design the Project so as to achieve LEED certification:

4. Does the Architect currently employ LEED accredited professionals?

Yes No

If yes, identify all such individuals (up to 5) who may be involved in the design of the Project:

**PROJECT INFORMATION SHEET
ARCHITECT / DESIGN TEAM**

VERIFY ALL CONTACTS PRIOR TO SUBMITTAL. Design-Build Entities are advised that the County reserves the right to verify all Project information submitted below. It is the Design-Build Entity's responsibility to ensure contacts are available to County for verification. Material inaccuracies may result in reduced qualification scores and disqualification.

*Do not leave any spaces blank. Responses such as "N/A" are not acceptable.
If not applicable, state "Not Applicable" and explain why. If none, state "NONE."*

Reference Information:		
Project Name:	_____	
Project or Contract Number:	_____	
Project Location:	_____ , _____ , _____	
	Street Address	City & State Zip Code

Owner Information:	_____	Contact Person:	_____
	Owner's Name		Name & Title
Address:	_____ , _____ , _____		
	Street Address	City & State	Zip Code
Telephone:	_____	Facsimile:	_____
		Email:	_____

Address of Architect's Office that Performed the Work:		
_____ , _____ , _____		
	Street Address	City & State Zip Code
Name of Architect's Project Manager for project: _____		

General Contractor:	_____		
Contact Person:	_____		
Address:	_____ , _____ , _____		
	Street Address	City & State	Zip Code
Telephone:	_____	Facsimile:	_____
		Email:	_____

Contract Time:	
Start Date:	Scheduled Completion Date:
_____	_____
Month/Day/Year	Month/Day/Year

Actual Completion Date: _____ Days Extended due to Unexcused Delays: _____ <div style="text-align: center; margin-left: 100px;">Month/Day/Year</div>						
Contract Amount:						
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;">\$ _____</td> <td style="text-align: center; width: 33%;">\$ _____</td> <td style="text-align: center; width: 33%;">\$ _____</td> </tr> <tr> <td style="text-align: center;">Base Amount</td> <td style="text-align: center;">Adjustment Due to Change Orders</td> <td style="text-align: center;">Final Contract Amount</td> </tr> </table>	\$ _____	\$ _____	\$ _____	Base Amount	Adjustment Due to Change Orders	Final Contract Amount
\$ _____	\$ _____	\$ _____				
Base Amount	Adjustment Due to Change Orders	Final Contract Amount				
Project Information:						
Was the project a Design-Build project? Yes <input type="checkbox"/> No <input type="checkbox"/>						
Type of Project: <input type="checkbox"/> Other _____ <input type="checkbox"/>						
Type of Owner: Public <input type="checkbox"/> Private <input type="checkbox"/> Other _____ <input type="checkbox"/>						
What was the building area of the project (square footage)? _____ SF						
Was the project built in California? Yes <input type="checkbox"/> No <input type="checkbox"/>						
Did the project achieve LEED Certification? If so, Certification Level _____ Yes <input type="checkbox"/> No <input type="checkbox"/>						
Project Description: <i>(Provide a brief description including project photo)</i>						

SECTION III: WORKING RELATIONSHIP MATRIX

Check boxes to indicate on which projects team members have worked. If a member has not worked on a project leave the box blank.

Maximum Points = 60 (Refer to Scoring Worksheets)

	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>	<i>Project Name</i>
Project Executive										
Design Principal										
General Contractor Principal										
DBE Project Director										
Design Project Manager										
Architect of Record										
Design Architect / Engineer										
Project Architect / Engineer										
Project Manager										
Design Manager										
General Superintendent										
MEP Superintendent										
Quality Control Manager										
Project Controls Manager										
Safety Manager										

SECTION IV: PROJECT MANAGEMENT APPROACH

(See Instructions Part II and Scoring Worksheet.)

Reference Interview Questions

5. REFERENCE INTERVIEW QUESTIONS

The following questions will be used to interview contacts selected from three (3) of the five (5) recently completed projects submitted within Part 4. The County will select projects and conduct the interviews. No action on the Design-Build Entity's part is necessary. These questions are included in the package given to the Design-Build Entity for information only.

Project #: _____

Design-Build Entity: _____

Project: _____

Brief Description: _____

1. On a scale of 1-10, with 10 being the best, did the Design-Build Entity provide adequate personnel? Rating: _____

2. On a scale of 1-10, with 10 being the best, did the Design-Build Entity provide adequate supervision? Rating: _____

3. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? Rating: _____

4. On a scale of 1-10, with 10 being the best, was the Design-Build Entity timely in providing reports and other paperwork, including change order paperwork and scheduling updates? Rating: _____

5. On a scale of 1-10, with 10 being the best, did the Design-Build Entity adhere to the project schedule that your agency or business approved? Rating: _____

6. Was the project completed on time?
 Yes No If "no," rate Design-Build Entity responsibility on a scale of 1-10, with "1" being entirely responsible and "10" being no Design-Build Entity responsibility. Rating: _____

7. On a scale of 1-10, with 10 being the best, rate the Design-Build Entity on the timely submission of reasonable cost and time estimates to perform change order work. Rating: _____

8. On a scale of 1-10, with 10 being the best, rate the Design-Build Entity on how well they performed the work after a change order was issued, and how well they integrated the change order work into the existing work. Rating: _____

9. On a scale of 1-10, with 10 being the best, rate how the Design-Build Entity has been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? Rating: _____

10. On a scale of 1-10, with 10 being the best, rate the Design-Build Entity on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. Rating: _____
11. On a scale of 1-10, with 10 being the best, rate the Design-Build Entity with respect to timely payments by them to sub-contractors and/or suppliers. Rating: _____
12. On a scale of 1-10, with 10 being the best, rate the quality of the work overall. Rating: _____
13. On a scale of 1-10, with 10 being the best, was the Design-Build Entity cooperative with the owner and the architect? Rating: _____
14. On a scale of 1-10, with 10 being the best, did the Design-Build Entity try to resolve disputes in a fair and equitable manner? Rating: _____

Total Score (Rating) _____

Certification

6. CERTIFICATION

Note: All Primary Team Members of the Design-Build Entity, including the Design-Build Entity, must sign a copy of this Certification form.

I, the undersigned, on behalf of the _____,

certify and declare that I have read all the foregoing answers to this Pre-Qualification Document and know their contents. The matters stated in the Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

(Printed Name)

(Signature)

(Date)

(Primary Team Member – Firm Name)

Selection

7. SELECTION PROCESS

7.1 SELECTION

No more than the four (4) highest scoring Design-Build Entities from the RFQ process will be invited to participate in the RFP phase and submit Project Proposals. The scoring will be based upon the total points (761 total points maximum) accumulated from the scoring of Divisions 4, 5, and 7 by the Selection Committee.

Scoring Worksheets

8. SCORING WORKSHEETS

Establishing of the qualification of a Design-Build Entity is determined by:

1. Confirming the appropriate responses to Division 4.1 Part I Section II: Essential Requirements for Qualification of the Design-Build Entity do not exceed a point total point value of zero (0);
2. Confirming total minimum point value of 100 from responses to Division 4.1 Part I Section III: Scored Questions for the Design-Build Entity and Primary Team Members;
3. Confirming total minimum point value of 25 from responses to Division 4.1 Part I Section IV Scored Financial Questions for the Design-Build Entity;
4. Confirming total minimum point value of 98 from responses to all Division 5 Reference Interview Questions associated with Division 4.2 Part II: Recent Construction Projects Completed.

The table below gives the value of each scored question for the Division 4.1 Part I Section II Essential Requirements for the Design-Build Entity and Section III: Scored Questions for the Design-Build Entity and its Primary Team Members parts. Scoring breakdown for Division 4.3 Part III Key Personnel are listed above under Division 2. Scoring breakdown for Reference Interview Questions of Division V are found above in description of Division V process.

The Scoring Worksheets list every essential requirement and scored question. The requirements and questions are abbreviated to capture the essence of the item. The abbreviation does not change the actual requirement or question as written in the Essential Requirements and Scored Questionnaire parts of the Pre-Qualification Questionnaire.

8.1 ESSENTIAL REQUIREMENTS FOR QUALIFICATION OF THE DESIGN-BUILD ENTITY

(See Division 4.1 Part I Section II)

Question #	Requirement / Question	Yes	No	Score
1.	Do Contractor & Subcontractors have current California contractor’s license? <i>Yes = 0; No = 1</i>			
2.	Does Design-Build Entity have liability insurance? <i>Yes = 0; No = 1</i>			
3.	Do Design-Build Entity & Subcontractors have Workers’ Compensation insurance? <i>Yes = 0; No = 1</i>			
4.	Is Design-Build Entity’s financial statement attached? <i>Yes = 0; No = 1</i>			
5.	Is Design-Build Entity’s notarized surety statement attached? <i>Yes = 0; No = 1</i>			
6.	Does the Design-Build Entity have the experience building multi-story parking structure projects of similar size and scope? <i>Yes = 0; No = 1</i>			
7.	Will the Design-Build Entity employ a Project Manager and a Superintendent who will be devoted full-time to this Project and who have experience building multi-story parking structure projects of similar size and scope? <i>Yes = 0; No = 1</i>			

Question #	Requirement / Question	Yes	No	Score
8.	Will the Design-Build Entity sign the contract (without changes) as outlined in the contract documents? <i>Yes = 0; No = 1</i>			
9.	Has Contractor's or Subcontractors' licenses been revoked in the last five years? <i>Yes = 1; No = 0</i>			
10.	Has any member of the Design-Build Entity's surety paid for completion last 5 years? <i>Yes = 1; No = 0</i>			
11.	Has any member of the Design-Build Entity been ineligible to bid on public works projects within the last 5 years? <i>Yes = 1; No = 0</i>			
12.	Has any member of the Design-Build Entity been convicted of crime on public contract within the last 5 years? <i>Yes = 1; No = 0</i>			
13.	Has the Design-Build Entity been found liable in a civil suit or guilty in a criminal action during the past ten years? <i>Yes = 1; No = 0</i>			
14.	Has the Design-Build Entity been convicted of a crime related to construction in the past ten years? <i>Yes = 1; No = 0</i>			
15.	Has the Design-Build Entity been convicted of fraud, theft or dishonesty? <i>Yes = 1; No = 0</i>			
Total Score for Essential Requirements (Disqualified if score is greater than zero "0")				

8.2 SCORED QUESTIONS FOR THE DESIGN-BUILD ENTITY

(See Division 4.1 Part I Section III(A))

Question #	Requirement / Question	Yes	No	Instance	Score
1.	How many years has the Design-Build Entity been in business in California? <i>2 yrs or less = 2 pts; 3 yrs = 3 pts; 4 yrs = 4 pts; 5 yrs + = 5 pts</i>				
2.	Is Design-Build Entity currently in a bankruptcy case? <i>Yes = 0 pts; No = 5 pts</i>				
3.	Has Design-Build Entity been in bankruptcy during the last five years? <i>Yes = 0 pts; No = 5 pts</i>				
4.	How many projects has Design-Build Entity paid liquidated damages of \$50,000 or more in last five years? <i>0 to 1 projects = 5 pts; 2 projects = 3 pts; more than 2 = 0 pts.</i>				
5.	Has Design-Build Entity been prevented from bidding on public works projects in last five years? <i>Yes = subtract 5 pts; No = 5 pts</i>				

Question #	Requirement / Question	Yes	No	Instance	Score
6.	Has Design-Build Entity been denied award of a public works projects in last five years based on a finding that the Contractor was not a responsible bidder? <i>Yes = 0 pts; No = 5 pts</i>				
7.	Has a claim over \$50,000 been filed against Design-Build Entity in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances.</i>				
8.	Has Design-Build Entity filed a claim of more than \$50,000 against owner in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
9.	Has any insurance carrier refused to renew Design-Build Entity policy? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2</i>				
10.	Has Design-Build Entity paid more than 1% for a performance & payment bond during the last three years? <i>5 pts for up to 1%; 3 pts for no higher than 1.10%; 0 pts for higher than 1.1%.</i>				
11.	Has Design-Build Entity read Document 00 22 19 and committed to ECOP program? <i>Yes =5; No =0</i>				
12.	Has Design-Build Entity managed a similar construction outreach program? <i>Yes = 5; No = 0</i>				
13.	Has a surety ever denied Design-Build Entity bond coverage in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				
14.	Has CAL OSHA cited Design-Build Entity for serious, willful or repeated safety violations in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				
15.	Has Federal OSHA cited Design-Build Entity for safety violations in the last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				
16.	Has EPA, AQMD or RWQCB assessed penalties against Design-Build Entity in the last 5 years? <i>5 pts for 0 to 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				
17.	Does Design-Build Entity require weekly safety meetings? <i>Yes, weekly = 5; any other answer = 0</i>				

Question #	Requirement / Question	Yes	No	Instance	Score
18.	Has Design-Build Entity been issued an EMR for last three years? <i>5 pts for 0.95 or less; 3 pts if between 0.96 and 1.00; 0 pts for any other answer (such as "no"); disqualified if greater than 1.00</i>				
19.	Has Design-Build Entity failed to comply with state prevailing wage laws? <i>5 pts for 0 to 2 instance; 3 pts for 3 instances; 0 pts for more than three instances</i>				
20.	Has Design-Build Entity failed to comply with federal prevailing wage laws? <i>5 pts for 0 to 2 instance; 3 pts for 3 instances; 0 pts for more than three instances</i>				
21.	Does Design-Build Entity intend to use a California Apprenticeship Council program? <i>Yes = 5; No = 0</i>				
22.	Has Design-Build Entity participated in a state-approved apprenticeship program during the last 3 years? <i>5 pts if 1 or more persons; 0 pts if no persons</i>				
23.	Has Design-Build Entity violated California apprentice laws during the last 5 years? <i>5 pts for 0 to 2 instance; 3 pts for 3 instances; 0 pts for any other answer</i>				
24.	Does Design-Build Entity have experience building similar size and scope projects? <i>Yes = 5; No = 0</i>				
25.	Does Design-Build Entity currently employ an experienced Project Manager and Superintendent who will be devoted full-time to this project? <i>Yes = 5; No = 0</i>				
26.	Does Design-Build Entity currently employ a QA/QC Manager who will be devoted full-time to this project? <i>Yes = 5; No = 0</i>				
Total for Scored Design-Build Entity Questions					
Minimum Qualifying Score is 90					

8.3 SCORED QUESTIONS FOR THE GENERAL CONTRACTOR

(See Division 4.1 Part I Section III(B))

(Not required if the Design-Build Entity is the General Contractor. If the Design-Build Entity is not the General Contractor, Design-Build Entity and General Contractor scores will be averaged.)

Question #	Requirement / Question	Yes	No	Instance	Score
1.	How many years has the Contractor been in business in California? <i>2 yrs or less = 2 pts; 3 yrs = 3 pts; 4 yrs = 4 pts; 5 yrs + = 5 pts</i>				

Question #	Requirement / Question	Yes	No	Instance	Score
2.	Is Contractor currently in a bankruptcy case? <i>Yes = 0 pts; No = 5 pts</i>				
3.	Has Contractor been in bankruptcy during the last five years? <i>Yes = 0 pts; No = 5 pts</i>				
4.	How many projects has Contractor paid liquidated damages of \$50,000 or more in last five years? <i>0 to 1 projects = 5 pts; 2 projects = 3 pts; more than 2 = 0 pts</i>				
5.	Has Contractor been prevented from bidding on public works projects in last five years? <i>Yes = subtract 5 pts; No = 5 pts</i>				
6.	Has Contractor been denied award of a public works projects in last five years based on a finding that the Contractor was not a responsible bidder? <i>Yes = 0 pts; No = 5 pts</i>				
7.	Has a claim over \$50,000 been filed against Contractor in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
8.	Has Contractor filed a claim of more than \$50,000 against owner in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
9.	Has any insurance carrier refused to renew Contractor policy? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
10.	Has Contractor paid more than 1% for a performance & payment bond during the last three years? <i>5 pts for up to 1%; 3 pts for no higher than 1.10%; 0 pts for higher than 1.1%.</i>				
11.	Has Contractor read Document 00 22 19 and committed to ECOP program? <i>Yes =5; No =0</i>				
12.	Has Contractor managed a similar construction outreach program? <i>Yes = 5; No = 0</i>				
13.	Has a surety ever denied Contractor bond coverage in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				

Question #	Requirement / Question	Yes	No	Instance	Score
14.	Has CAL OSHA cited Contractor for serious, willful or repeated safety violations in last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				
15.	Has Federal OSHA cited Contractor for safety violations in the last five years? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				
16.	Has EPA, AQMD or RWQCB assessed penalties against Contractor in the last 5 years? <i>5 pts for 0 to 1 instance; 3 pts for 2 instances; 0 pts for more than two instances</i>				
17.	Does Contractor require weekly safety meetings? <i>Yes, weekly = 5; any other answer = 0</i>				
18.	Has Contractor been issued an EMR for last three years? <i>5 pts for 0.95 or less; 3 pts if between 0.96 and 1.00; 0 pts for any other answer (such as "no"); disqualified if greater than 1.00</i>				
19.	Has Contractor been without workmen's compensation insurance in last five years? <i>5 pts for 0 to 1 instance; 0 pts for any other answer</i>				
20.	Has Contractor failed to comply with state prevailing wage laws? <i>5 pts for 0 to 2 instance; 3 pts for 3 instances; 0 pts for more than three instances</i>				
21.	Has Contractor failed to comply with federal prevailing wage laws? <i>5 pts for 0 to 2 instance; 3 pts for 3 instances; 0 pts for more than three instances</i>				
22.	Does Contractor intend to use a California Apprenticeship Council program? <i>Yes = 5; No = 0</i>				
23.	Has Contractor participated in a state-approved apprenticeship program during the last 3 years? <i>5 pts if 1 or more persons; 0 pts if no persons</i>				
24.	Has Contractor violated California apprentice laws during the last 5 years? <i>5 pts for 0 to 2 instance; 3 pts for 3 instances; 0 pts for any other answer</i>				
25.	Does Contractor have experience building similar size and scope projects? <i>Yes = 5; No = 0</i>				
26.	Does Contractor currently employ an experienced Project Manager and Superintendent who will be devoted full-time to this project? <i>Yes = 5; No = 0</i>				

Question #	Requirement / Question	Yes	No	Instance	Score
Total for Scored General Contractor Questions	Does Contractor currently employ a QA/QC Manager who will be devoted full-time to this project? <i>Yes = 5; No = 0</i>				
Minimum Qualifying Score is 90					

8.4 SCORED QUESTIONS FOR THE ARCHITECT

(See Division 4.1 Part I Section III(C))

Question #	Requirement / Question	Yes	No	Instance	Score
1	How many years has Architect been in business in California? <i>2 yrs or less = 2 pts; 3 yrs = 3 pts; 4 yrs = 4 pts; 5 yrs = 5 pts; more than 5 years = 6 pts</i>				
2	Is Architect currently a debtor in a bankruptcy case? <i>Yes = 0 pts; No = 6 pts</i>				
3	Was Architect in bankruptcy in the last 5 years? <i>Yes = 0 pts; No = 6 pts</i>				
4	Has Architect operated without Professional Liability insurance in last 10 years? <i>6 pts for 0 instance; 4 pts for 1 instances; 3 pts for 3 instances; 1 pt for 2 instances; 0 pts for more than 2 instances</i>				
5	Has a claim in excess of \$50,000 been filed against Architect in the last 5 years that was not resolved by change order or contract amendment? <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
6	Has Architect filed a claim in excess of \$50,000 against any owner in the last 5 years that was not resolved by change order or contract amendment? <i>4 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
7	Has any insurance carrier refused to renew a policy for Architect in last 5 years? <i>4 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
Total for Scored Architect Questions					
Minimum Qualifying Score is 22					

8.5 SCORED FINANCIAL QUESTIONS FOR THE DESIGN-BUILD ENTITY

(See Division 4 Part I Section IV for Scoring. Maximum possible score is 40 points.)

8.6 DESIGN-BUILD ENTITY / GENERAL CONTRACTOR EXPERIENCE

(See Division 4 Part II Section I)

Question #	Requirement / Question	Yes	No	Instance	Score
1	How many public sector Design-Build projects with a total contract value of \$25M or more has the GC completed in the last seven years? <i>2 points maximum for each comparable project for up to five projects</i>				
2	How many projects with a total contract value of \$25M or more have the GC and proposed Architect completed together in the last seven years? <i>2 points maximum for each comparable project for up to five projects</i>				
3	How many public sector projects with a total contract value of \$25M or more has the GC completed in the last seven years? <i>2 points maximum for each comparable project for up to five projects</i>				
4	How many projects similar in in size, building type, or complexity with a total contract value of \$25M or more has the GC completed in the last seven years? <i>2 points maximum for each comparable project for up to five projects</i>				
Total for Scored Design-Build Entity and General Contractor Experience Questions Minimum Qualifying Score is 22					

8.7 ARCHITECT / PROPOSED DESIGN TEAM EXPERIENCE

(See Division 4 Part II Section II)

Question #	Requirement / Question	Yes	No	Instance	Score
1	How many public sector Design-Build projects with a total contract value of \$25M or more has the Architect / Proposed Design Team completed in the last seven years? <i>2 points maximum for each comparable project for up to five projects</i>				
2	How many multi-story parking structure projects with a total contract value of \$25M or more have the proposed Architect / Design Team completed together in the last seven years? <i>2 points maximum for each comparable project for up to five projects</i>				

Question #	Requirement / Question	Yes	No	Instance	Score
Total for Scored Architect / Design Team Experience Questions					
Minimum Qualifying Score is 11					

8.8 CONSTRUCTION PROJECT MANAGER QUALIFICATIONS (FOR GENERAL CONTRACTOR)

(See Division 4 Part III Section I for Scoring. Maximum possible score is 15 points.)

8.9 PRINCIPAL-IN-CHARGE QUALIFICATIONS (FOR ARCHITECT)

(See Division 4 Part III Section II for Scoring. Maximum possible score is 9 points.)

8.10 WORKING RELATIONSHIP MATRIX

(See Division 4 Part III Section III)

Question #	Requirement / Question	Yes	No	Instance	Score
1	How many persons worked on the same project in a significant role? <i>3 persons = 1 point (per project, up to 10 projects)</i>				
2	How many persons worked on the same project in a significant role? <i>4 persons = 2 points (per project, up to 10 projects)</i>				
3	How many persons worked on the same project in a significant role? <i>5 or more persons = 3 points (per project, up to 10 projects)</i>				
Total for Scored Working Relationship Matrix (Max. possible score = 60 points; no Min.)					

8.11 PROJECT MANAGEMENT APPROACH

(See Division 2 Part VI for requirements. Maximum possible score is 50 points.)

8.12 REFERENCE INTERVIEW QUESTIONS

(See Division 5)

N/A	Total Score (up to three projects). Scores will be averaged for three projects.				
Average for Scored Reference Interview Questions (Min. score = 98 points; Max.= 140 pts)					

8.13 CERTIFICATION

(See Division 6)

Question #	Requirement / Question	Yes	No	Pass	Fail
N/A	Have all Primary Team Members of the Design-Build Entity, including the Design-Build Entity, signed and submitted a copy of the Certification form? <i>Yes = Pass; No = Fail (disqualified)</i>				
Certification Form (pass/fail)					

8.14 SCORING SUMMARY

SCORING SUMMARY		Max. Score	Min. Qual. Score	DBE Score
Division 4 Part I Questionnaire				
Section I	Identification of the Design-Build Entity and its Primary Team Members	N/A	N/A	N/A
	I(A) Information about the Design-Build Entity	N/A	N/A	N/A
	I(B) Information about the Contractor	N/A	N/A	N/A
	I(C) Information about the Architect of Record	N/A	N/A	N/A
Section II	Essential Requirements for Qualification of the Design-Build Entity (Pass/Fail)	Pass	Pass	
Section III	Scored Questions for the Design-Build Entity and its Primary Team Members			
	III(A) Scored Questions for the Design-Build Entity	130	90	
	III(B) Scored Questions for the General Contractor (Not required if the Design-Build Entity is the General Contractor. If the Design-Build Entity is not the General Contractor, Design-Build Entity and General Contractor scores will be averaged.)			
	III(C) Scored Questions for the Architect of Record	37	22	
Section IV	Scored Financial Questions for the Design Build Entity	40	15	
Subtotal Part I Questionnaire		207	127	
Division 4 Part II Recent Construction Projects Completed				
Section I	Design-Build Entity and General Contractor Experience	40	22	
Section 2	Architect / Design Team Experience	20	11	
Subtotal Part II Recent Construction Projects Completed		60	33	
Division 4 Part III Key Personnel				
Section I	Construction Project Manager Qualifications	15	5	
Section II	Principal-In-Charge Qualifications (for Architect)	9	5	
Section III	Working Relationship Matrix	60	0	
Section IV	Project Management Approach	50	0	
Subtotal Part III Key Personnel		134	10	
Division 5 Reference Interview Questions (Avg Score 3 Projects)		140	98	
Total Divisions 4 and 5		561	268	
Division 6 Certification (See Instructions; "Fail" = Disqualification)		Pass	Fail	
DIVISIONS 4, AND 5 GRAND TOTAL		561	268	

Attachments

9. ATTACHMENTS

9.1 ATTACHMENT 1: DOCUMENT 00 11 16 NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT

9.2 ATTACHMENT 2: DOCUMENT 00 22 19 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)

9.3 ATTACHMENT 3: PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT DOCUMENTS

9.3. A - DOCUMENT 00 73 49 PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT OF THE COUNTY OF ALAMEDA AND CALIFORNIA PREVAILING WAGE REQUIREMENTS

9.3. B- DOCUMENT 00 73 49B COUNTY OF ALAMEDA COUNTY-WIDE PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT (INCLUDES THE LETTER OF ASSENT)

ATTACHMENT 1: DOCUMENT 00 11 16

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“NDA”) is by and between the County of Alameda ("County"), and _____ ("Contractor", together with the County, collectively, the "Parties), and shall begin on the execution date set forth below. The Parties agree as follows:

1. The Contractor acknowledges Contractor will be exposed to and may review drawings, specifications, information, data, and/or records that constitute secure, valuable, confidential and proprietary information, know-how, and trade secrets, belonging to County, its agents, entities, or affiliates and/or third parties ("Confidential Information") as part of the procurement process for the Dublin Transit Center Parking Garage Project (“Project”).
2. In consideration of being provided such Confidential Information, the Contractor agrees to hold the same in strict confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of the Confidential Information. The Contractor agrees that all such Confidential Information:
 - 2.1 Shall be used only for the purpose of bidding for the Project; and,
 - 2.2 The Contractor agrees that it shall only disclose this Confidential Information to its authorized personnel bidding on this Project. The Contractor further represents and warrants that the Contractor will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Contractor agrees further not to use the data for a secondary commercial purpose not related to this Project.
 - 2.3 Upon completion of the bidding process, the Contractor agrees to return to the County all any and all drawings, specifications, information, data, and/or records that constitute secure, valuable, confidential and proprietary information, know-how, and trade secrets, belonging to County, its agents, entities, or affiliates.
3. The Contractor agrees that any third parties owning any Confidential Information that the County shares with the Contractor are express third party beneficiaries of this Agreement.
4. The Contractor agrees that for any violation of any provision of this NDA, the County may seek a restraining order and/or injunction against the Contractor in addition to any other remedy the County may have by law. The County reserves all rights that may be applicable to such a proceeding.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties recognize that the courts of California are the proper venue for enforcement of this NDA and venue for all actions will lie in the County of Alameda.
6. The Parties agree that Confidential Information shall not include (a) information that is in the public domain through no violation of this NDA; (b) information that the Contractor can demonstrate was already in its possession and was not acquired, directly or indirectly, from the County on a confidential

basis; or (c) information that is independently developed by the Contractor without use of or reference to the Confidential Information.

7. The Contractor shall be liable for the actions of, or any disclosure or use by, its employees, agents, or representatives in violation of this NDA; however, such liability will not limit or prevent any actions by the County directly against such employees, agents, or representatives for improper disclosure and/or use. In no event shall the Contractor or its employees, agents, or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. The Contractor shall immediately notify County in writing if it becomes aware of the possibility of any misuse, improper disclosure, or misappropriation of the Confidential Information by Contractor or any of its employees, agents, or representatives. However, nothing in this Agreement will obligate the County to monitor or enforce the Contractor's compliance with the terms of this Agreement.
8. Nothing in this Agreement is intended to or shall prevent the Contractor from complying with lawful disclosure orders of a court or governmental or regulatory agency ("Required Disclosure"). In the event Confidential Information becomes subject to a Required Disclosure, the Contractor agrees to notify the County immediately of the request. If the request is made in writing, Contractor shall immediately provide the County with a copy of the request. The County may seek a court order to defend the confidentiality of the Confidential Information. If the disclosure of such Confidential Information is required to prevent the Contractor from being held in contempt or subject to other penalty, the Contractor agrees to furnish only such portion of the Confidential Information as it is legally compelled to disclose and to redact any and all Confidential Information not required to be disclosed by law or order. Moreover, prior to disclosing the Confidential Information, the Contractor shall provide to the County the opportunity to seek a court order preventing the disclosure of the Confidential Information and will cooperate with any lawful requests from the County should the County decide to seek such a court order.

County of Alameda

Contractor

Signature

Signature

Name

Name

Title

Title

Date

Date

END OF DOCUMENT

ATTACHMENT # 2
DOCUMENT 00 22 19

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)
(Not Required for Construction Projects 125K and under)

GENERAL

1. PURPOSE

1.1 It is the express purpose of the Enhanced Construction Outreach Program (ECOP) to encourage the participation in County of Alameda construction projects with:

- 1.1.1 Minority Owned Business Enterprise (MBE),
- 1.1.2 Woman Owned Business Enterprise (WBE),
- 1.1.3 Local Business Enterprise (LBE) and
- 1.1.4 Small Local Business Enterprise (SLBE)

And to ensure that all contracting firms receive an equal opportunity to bid and receive work for this project. The ECOP encourages the inclusion of small businesses in this contract in accordance with Public Contract Code § 2002.

- 1.2 By submitting a bid, Bidders acknowledge and agree to all Document 00 22 19 provisions contained herein.
- 1.3 In the event of conflict between the terms of this Section 00 22 19 and the PROJECT STABILIZATION / COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA, (Document 00 73 49B) the terms of the PROJECT STABILIZATION / COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA shall take priority.

2. APPLICATION

- 2.1 The provisions outlined in this Section 00 22 19 apply to this contract for the construction of the above-referenced project. This project is funded solely with local dollars, and these provisions shall apply to all work performed under any contract awarded as a result of this competitive process.
- 2.2 To be considered for a contract award, any bidder who fails to meet ECOP goals identified herein shall be required to demonstrate to the satisfaction of the County that good faith efforts (GFEs) were made in accordance with the criteria listed in Section 7.9, GFE 1-9. Failure of the bidder to demonstrate a good faith effort may result in the bid being deemed non-responsive.

3. DEFINITIONS

- 3.1 LOCAL BUSINESS ENTERPRISE (LBE)



3.1.1 For the purposes of this program, a Local Business Enterprise means a business that is a firm or dealer with fixed offices located in, and having a street address within the County and holds a valid business license issued by the County or a city within the County for at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

3.2 MINORITY OR WOMEN BUSINESS ENTERPRISE (MWBE)

3.2.1 For the purposes of this program, an MWBE is a Small Business Enterprise (SBE), as that term is defined by the State of California, that meets both of the following criteria:

3.2.1.1 At least 51 percent of the business is owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

3.2.1.2 Whose management and daily business operations are controlled by one or more minority persons or women.

3.2.2 An MWBE must be certified as such. Valid certification documentation must be provided with the bid response. The County will honor certifications from the following agencies:

3.2.2.1 DBE/ACDBE certification from any California Unified Certification Program (CUCP) member agency, as long as it meets the County's MBE/WBE certification criteria.

3.2.2.2 MBE certification from Western Regional Minority Supplier Development Council (WRMSDC)

3.2.2.3 WBE certification from Women's Business Enterprise National Council (WBENC)

3.2.2.4 SMBE/SWBE certification from the California Dept. of Transportation (CalTrans)

3.2.2.5 MBE/WBE certification from the City of Los Angeles

3.2.2.6 MBE/WBE certification from the California Public Utilities Commission (CPUC) through the Supplier Clearinghouse

3.3 MINORITY PERSON

3.3.1 Minority person, for purposes of this section, means Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans.

3.4 SMALL BUSINESS ENTERPRISE (SBE)



- 3.4.1 For the purposes of this program, an SBE meets the current State of California definition of a small business, which is one that:
- 3.4.1.1 Must be independently owned and operated;
 - 3.4.1.2 Cannot be dominant in its field of operation;
 - 3.4.1.3 Must have its principal office located in California;
 - 3.4.1.4 Must have its owners (or officers in the case of a corporation) domiciled in California; and
 - 3.4.1.5 Together with its affiliates, be either:
 - 3.4.1.5.1 A business with 100 or fewer employees, and an average annual gross receipts of \$15 million or less over the previous three tax years, or
 - 3.4.1.5.2 A manufacturer with 100 or fewer employees.
 - 3.4.1.6 An SBE must be certified or recognized as such by organizations whose certification is accepted by the California Department of General Services or by local agencies identified by the County of Alameda to have effective certification programs. Validation of the current certification by one of the following local agencies must be provided with the bid response:
 - 3.4.1.6.1 Alameda County Transportation Commission (Alameda CTC)
 - 3.4.1.6.2 California Department of General Services (DGS)
 - 3.4.1.6.3 Port of Oakland
 - 3.4.1.6.4 City of Oakland
 - 3.4.1.6.5 and, when the State SBE definition is met, Alameda County (SLEB certification)

3.5 SMALL LOCAL BUSINESS ENTERPRISE (S/LBE)

- 3.5.1 For the purposes of this program, a Small Local Business Enterprise is defined by the County of Alameda and means a business that meets the SBE definition above, and is a firm or dealer with fixed offices located in, and having a street address within the County, and holds a valid business license issued by the County or a city within the County.

4. ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) GOALS

4.1 MBE PARTICIPATION SUBCONTRACTING – 15% GOAL

4.1.1 The MBE element of the ECOP program shall include subcontractors, manufacturers, suppliers, and truckers in calculating achievement of the MBE goal. Any contractor who fails to meet the MBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.1.1.1 The County shall further require that in order to be awarded a contract, a prime contractor must show that a good faith effort was made to provide at least 15% of the total contract amount to MBE subcontractors, manufacturers, suppliers, and truckers.

4.1.1.2 The MBE goals must be achieved by the use of MBE subcontractors, manufacturers, suppliers, and/or truckers. If the Contractor plans to perform all the work with the Contractor's own forces, the goal will still apply and must be achieved by the use of suppliers, manufacturers, and/or truckers.

4.1.1.3 A certified MBE prime contractor **may not** apply the percentage of the prime contractor's work toward meeting the goals as set forth above. An MBE subcontractor meeting the definition of both an MBE and a WBE **may not** be used to achieve both MBE and WBE required goals. The percentage of MBE firms utilized for the project described herein can only be applied to either MBE or WBE required goals. For purposes of meeting the MBE goals for this project, each participating MBE must be identified as an MBE.

4.1.1.4 Prime contractors are strongly encouraged to sub-contract with S/LBE certified MBEs to meet the goals.

4.2 WBE PARTICIPATION SUBCONTRACTING – 5% GOAL

4.2.1 The WBE element of the ECOP program shall include subcontractors, manufacturers, suppliers, and truckers in calculating achievement of the WBE goal. Any contractor who fails to meet the WBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.2.1.1 The County shall further require that in order to be awarded a contract; a prime contractor must show that a good faith effort was made to provide at least 5% of the total contract amount to WBE subcontractors, manufacturers, suppliers, and/or truckers.

- 4.2.1.2 The WBE goals must be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers. If the Contractor plans to perform all the work with the Contractor's own forces, the goal will still apply and must be achieved by the use of manufacturers, suppliers, and/or truckers.
- 4.2.1.3 A certified WBE prime contractor **may not** apply the percentage of the prime contractor's work toward meeting the goals as set forth above. A WBE subcontractor meeting the definition of both an MBE and a WBE **may not** be used to achieve both the MBE and WBE required goals. The percentage of WBE firms utilized for the project described herein can only be applied to either MBE or WBE required goals. For purposes of meeting the WBE goals for this project, each participating WBE must be identified as a WBE.
- 4.2.1.4 Prime contractors are strongly encouraged to sub-contract with S/LBE certified WBEs to meet the goals.

4.3 LBE PARTICIPATION GOALS –60% GOAL

- 4.3.1 The LBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and/or truckers in calculating achievement of the LBE goal. Any contractor who fails to meet the LBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.
 - 4.3.1.1 The County shall further require that in order to be awarded a contract, a prime contractor must show that a good faith effort was made to provide at least 60% of the total contract amount to an LBE.
 - 4.3.1.2 The LBE prime contractor may count a portion, or all of its work towards meeting the goal and/or the LBE goal may be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers.

4.4 S/LBE PARTICIPATION - 20% GOAL

- 4.4.1 The S/LBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and/or truckers in calculating achievement of the S/LBE goal. Any contractor who fails to meet the S/LBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.
 - 4.4.1.1 The County shall further require that in order to be awarded a contract; a prime contractor must show that a good faith effort was made to provide at least 20% of the total contract amount to an S/LBE.
 - 4.4.1.2 An S/LBE prime contractor may count a portion or all of its work towards meeting the goal and/or the S/LBE goal may be achieved by the use of subcontractors,

manufacturers, suppliers, and/or truckers. For purposes of meeting this goal, the 20% S/LBE participation may also be counted toward achieving the 60% LBE participation goal.

5. SMALL BUSINESS ENTERPRISE 5% BID PREFERENCE

5.1 Prime contractors who are certified small local businesses (S/LBE) shall be eligible to receive a 5% bid preference (maximum financial value shall be \$150,000). Prime contractors that subcontract with certified small local businesses (S/LBE) (in accordance with the Public Contract Code 2002) for a minimum 40% of the contract amount will also be eligible to receive this 5% bid preference. This bid preference shall be applied by multiplying the total Base Bid amount by .95 to determine the bid amount for comparison purposes.

6. HIRING OF LOCAL APPRENTICES, YOUTH, UNEMPLOYED AND UNDEREMPLOYED RESIDENTS (FOR PROJECTS OVER \$125K)

6.1 The County of Alameda strongly encourages the hiring of local apprentices, youth, unemployed, and under-employed County residents to complete the work required for this project. Those firms that can demonstrate the ability and willingness to provide jobs required to complete this project to local apprentices, youth, unemployed and underemployed County residents should include such evidence in their bid response.

7. GOOD FAITH EFFORTS, ECOP PACKAGE SUBMITTALS, AND EVALUATION PROCEDURES

7.1 It is required that bidders exercise a good faith effort to secure the participation, as set forth in the specifications, of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers on the project. Achievement of the ECOP goals shall constitute prima facie evidence of a Good Faith Effort (GFE). The failure of any bidder to make a good faith effort to achieve the specified participation of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers may be grounds for determining that the bid is non-responsive.

7.2 In order to be considered for an award, responsible bidders must submit documentation to support the ECOP goals met and the GFEs made. The documentation submitted by each bidder shall be referred to as the ECOP Package.

7.3 ECOP Package shall include, but not limited to, ECOP Form 101A, 101B, 102A, 102B and 102C (provided separately as Excel fillable forms) and supporting documentation verifying ECOP goals met and GFEs made. The ECOP Package must be submitted no later than 2:00 p.m. on the second business day following bid opening.



- 7.3.1 The individual dollar amounts to be subcontracted to the M/W/S/LBE listed in the bidder's proposal will be listed on the S/LBE Participation Information ECOP Forms 101A and 101B and the M/WBE Subcontractor Participation Information ECOP Forms 102A, 102B.
- 7.3.2 ECOP Forms 101A, 101B, 102A 102B, 102C (Excel fillable forms), signature page, and supporting documentation shall be delivered to the County.
- 7.4 Upon request from the County, M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers who bid to a responsible bidder are required to provide the amounts of their bids to the County for the purposes of verification after bids are opened. This information shall be certified by a principal of the subcontracting firm. To the extent permitted by law, the information provided by the subcontractors, manufacturers, suppliers and/or truckers will be treated as proprietary, and will be solely for the use of County staff or its agents.
- 7.5 Each ECOP Package will be reviewed and evaluated by the County in a timely manner. Bidders must meet the ECOP goals **OR** make GFEs (see section 7.9) in order for their bid to be deemed responsive.
- 7.6 The ECOP Package must be complete, submitted on a flash drive, and contain legible supporting documents:
- 7.6.1 ECOP Forms 101A, 101B, 102A,102B, and 102C to be completed electronically and submitted on a flash drive along with the hard copy signature page and supporting documentation.
- 7.6.2 Supporting certification documentation for the prime contractor and each subcontractor, manufacturer, supplier and/or trucker M/W/S/LBEs submitted in the order they are listed on the ECOP forms and **must be submitted as hardcopy**.
- 7.6.2.1 To be considered towards meeting the ECOP goals bidders must submit:
- 7.6.2.1.1 Acceptable certifying documentation for the prime contractor and its subcontractors, manufacturers, suppliers and/or truckers, as applicable (for example, local business license with proof of issue and expiration date, certification letters with expiration dates).
- 7.6.2.1.2 Upon request, evidence that manufacturers, suppliers, and/or truckers are providing goods or services to subcontractors (for example, letter of intent, agreement, etc.).
- 7.6.3 Documents evidencing those good faith efforts that were made, submitted in the order listed in the table below with the corresponding item number (1-9) noted on each document.
- 7.6.4 Upon request, evidence of M/W/S/LBE participation (copies of bids, agreements, etc.) for all listed subcontractors, manufacturers, suppliers, and/or truckers that are *not* directly contracting with them (for example, material suppliers to subcontractors).

7.7 The County reserves the right, as it may deem appropriate and necessary, to contact responsible bidders during the evaluation process for clarification and/or submission of additional ECOP Goals or GFE documentation.

7.8 ECOP GOALS / GOOD FAITH EFFORTS REQUIRED

Listed in the table (below) are examples of acceptable documentation to support a determination that ECOP goals have been met

	ECOP GOALS	EXAMPLES OF ACCEPTABLE DOCUMENTATION
1	<p>60% Local Business Enterprise (LBE) LBE participation may consist of the Prime Contractor and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.</p>	<ul style="list-style-type: none"> • Business license issued by the County of Alameda or a City within the County of Alameda and proof of date issued (which is at least 6 months prior to the date bids were solicited). OR • Certification letter from an acceptable certifying agency showing a local address and issuance/expiration dates.
2	<p>20% Certified Small Business Enterprise (SBE) Certified SBEs must be Local (S/LBE) to be considered. S/LBE participation may consist of the Prime Contractor and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.</p> <p>An SBE meets the LBE definition above and the current State definition of a small business that is <100 employees and <\$15 Million annual gross revenues (over the last three years).</p>	<ul style="list-style-type: none"> • Same as LBE <p><i>PLUS</i></p> <ul style="list-style-type: none"> • Current certification document or letter with SBE designation
3	<p>15% Minority-Owned Business Enterprise (MBE) Subcontractors MBEs are defined per PCC 2000(e)(1), (e)(2), and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both); however, a local MBE may count towards both LBE and S/LBE ECOP goals.</p> <p>An MBE is a minority-owned business certified by one of the agencies listed below. An MBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but an MBE cannot also be considered a WBE.</p>	<ul style="list-style-type: none"> • Current certification document, letter, etc., with MBE designation



4	<p>5% Woman-Owned Business Enterprise (WBE) Subcontractors</p> <p>WBEs are defined per PCC 2000(e)(1), (e)(2), and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both); however, a local WBE may count both towards the LBE and S/LBE ECOP goals.</p> <p>A WBE is a woman-owned business certified by one of the agencies listed below. A WBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but a WBE cannot also be considered an MBE.</p>	<ul style="list-style-type: none"> • Current certification document, letter, etc., with WBE designation
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7.9 The examples of GFE Indicators listed in the table below and suggested samples and are not meant to be mandatory or exclusionary. Other documentation may be acceptable as long as it evidences a GFE.

Required Good Faith Effort Indicators	Examples of Acceptable Documentation
1. The bidder attended mandatory pre-solicitation or pre-bid meetings that were scheduled by the local agency to inform all bidders of the ECOP requirements for the project for which the contract will be awarded.	<ul style="list-style-type: none"> • Copy of pre-bid meeting sign-in sheet (which is e-mailed to attendees and available on County Current Contracting Opportunities website listed below). The name of the firm must be listed. http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
2. The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an opportunity for participation by those enterprises.	<ul style="list-style-type: none"> • Copy of advertisements, certified letters, successfully completed faxes and/or other notices to M/W/S/LBEs with selected specific items identified.
3. The bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more local daily or weekly newspapers, trade association publications, minority or trade-oriented publications, or trade journals for M/W/S/LBEs that are interested in participating in the project.	<ul style="list-style-type: none"> • Copy of advertisements placed showing publication name and date, and dated receipts. • Dated receipt with ad copy.



<p>4. The bidder provided written notice of his or her interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The bidder may utilize the list of certified local business enterprises in the on-line County Small Local Emerging Business (SLEB) Vendor Query System located at http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp. The minimum number of M/W/S/LBE firms required to be notified is three (3) for each item of the project selected to be performed by an M/W/S/LBE, where an M/W/S/LBE subcontractor has not been secured for that item.</p>	<ul style="list-style-type: none"> • Copy of dated notice, complete distribution list(s) and evidence of distribution (proof of faxes, e-mails sent, etc.) • Undelivered faxes do not count toward the effort to meet the minimum requirement • Trades and specialties, in addition to M/W/S/LBE designation, must be clearly identified to meet the minimum requirement by using certification letter or source documentation
<p>5. The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.</p>	<ul style="list-style-type: none"> • Successfully completed telephone log containing specific dates, name of caller, person contacted and comments (i.e., why not bidding, information sent to/date)
<p>6. The bidder provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.</p>	<ul style="list-style-type: none"> • Copy of published advertisements, letters, successfully completed faxes, etc. with M/W/S/LBE name/contact information including the required information or directions on how to obtain it and the date the information was provided • Agenda, meeting notes, etc. including specific topics discussed, M/W/S/LBE firm names and contact persons in attendance that received information, and the location and date information was provided
<p>7. The bidder requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state, or federal M/W/S/LBE assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs.</p>	<ul style="list-style-type: none"> • Copy of dated written request and response (letter, successfully completed fax, e-mail, etc.) • Or 2nd written request to follow-up, if needed. Phone log is not acceptable.



<p>8. The bidder negotiated in good faith with the M/W/S/LBEs and did not unjustifiably reject as unsatisfactory bids prepared by any M/W/S/LBEs as determined by GSA</p>	<ul style="list-style-type: none"> • Copies or list of all bids and a spreadsheet listing all bids with firm name, contact person, bid items(s), bid price, M/W/S/LBE classification, and comments re-selection or rejection • M/W/S/LBE bids accepted and included in bid response
<p>9. Where applicable, the bidder advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit, or insurance required by either the GSA or the contractor.</p>	<ul style="list-style-type: none"> • Copy of advertisements or other notices with specifics referencing willingness to assist M/W/S/LBEs • Agenda, meeting notes including presenter's name and title, specific topics discussed, handouts, etc., name of M/W/S/LBE firms in attendance, contact persons who received advice, location, and date advice was provided

7.10 The performance by a bidder of the GFE Indicators specified in the table above shall create a rebuttable presumption, affecting the burden of producing evidence, that a bidder has made a good faith effort to comply with the goals and requirements relating to participation by M/W/S/LBEs.

8. JOINT VENTURES

8.1 Whenever a joint venture occurs involving either a prime or non-prime (for example, subcontractors, manufacturers, suppliers, and truckers) M/W/S/LBE firm at any level of contracting, trucking, manufacturing, or supplying, the prime contractor shall provide the County with a full account of the nature of ownership interests, the basis for creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. In evaluating the prime contractor's effort, the M/W/S/LBE percentage that is to be attributed to a joint venture shall be determined by multiplying the percentage of the total contract amount that is to be performed by the joint venture times the percentage of actual financial participation in the joint venture represented by the M/W/S/LBE business.

9. NONDISCRIMINATION

9.1 The Contractor shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and shall not, in regard to any position for which an employee or applicant for employment is qualified, discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, sexual orientation, political affiliation, or by any other non-merit factors be otherwise subjected to discrimination. The Contractor shall apply the ECOP that ensures applicants are employed, and that employees are treated during employment without regard to their race, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in



conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 9.2 Contractor shall, in all solicitations or advertisements for employees placed on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors.

SECTION II

CONTRACT COMPLIANCE REQUIREMENTS

1. APPLICATION

- 1.1 The following provisions shall apply to all contracts subject ECOP.

2. ALAMEDA COUNTY CONTRACT COMPLIANCE SYSTEM

- 2.1 Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to comply with certain legal and contractual requirements. The Elation Systems, a secure web-based computer system, was implemented to monitor compliance and to track and report M/W/S/LBE participation in County contracts.
- 2.2 The prime contractor and all participating local and M/W/S/LBE subcontractors awarded contracts as a result of the bid process for this project are required to use the Elation System to submit ECOP information including, but not limited to, weekly certified payrolls, monthly progress payment reports and other information related to M/W/S/LBE participation. Use of the Elation System, support and training are available at no charge to prime and subcontractors participating in County contracts.
- 2.3 Upon contract award:
 - 2.3.1 The County will provide contractors and subcontractors participating in any contract awarded as a result of this bid process, a code that will allow them to register and use the Elation System free of charge.
 - 2.3.2 Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation Systems training.
 - 2.3.2.1 Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.
- 2.4 It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize Elation Systems.

- 2.4.1 For systems support visit Elation Systems online at <http://www.elationsys.com/> or contact them at (925) 924-0340.
- 2.4.2 If you have questions regarding the utilization of the Elation Systems, please contact the Project Manager.

3. MEETINGS

- 3.1 After the award of the contract and prior to beginning work, the County may hold a pre-construction conference at which a representative of the Contractor and of each subcontractor must attend. As it becomes necessary during the course of the contract, the County may call meetings of the Contractor and pertinent subcontractors.

4. INFORMATION AND RECORDS

- 4.1 For the purposes of determining compliance with this program, the Contractor shall provide the County with access to all records and documents that relate to M/W/S/LBE participation. To the extent permitted by applicable law, proprietary information will be safeguarded.
- 4.2 The Contractor must submit the following information to the County on Alameda County approved forms. All subcontractor submittals must be through the prime contractor.
 - 4.2.1 S/LBE Participation Information and M/WBE Subcontractor Participation Information, (ECOP Forms 101A,101B, 102A, and 102B provided separately as Excel fillable forms) submitted no later than 2:00 p.m. on the second business day following bid opening.

5. SUBSTITUTION OF M/W/S/LBE FIRMS

- 5.1 Substitution of other **firms** (subcontractors at any level, manufacturers, suppliers and/or truckers) for those listed in the proposal on the sheet entitled M/WBE Subcontractor Participation Information or S/LBE Participation Information shall not be made without prior approval of the County, and shall be in accordance with State or Federal law where applicable.

SECTION III

NON-COMPLIANCE WITH ECOP

1. APPLICATION

- 1.1 The following provisions shall apply to all contracts subject to ECOP.

2. DETERMINATION OF NON-COMPLIANCE

- 2.1 During the performance of the contract, if the General Services Agency has reason to believe or finds that the Contractor has not met the ECOP requirements in the contract, the Director of the General Services Agency (or the Director's designee) shall hold a meeting with the Contractor for the purpose of determining whether the Contractor is out of compliance. If after the meeting, the Contractor is found to be out of

compliance, the Contractor will be notified of a public hearing. The public hearing may be held before the Board of Supervisors with a minimum five calendar-day notice given to the Contractor. If the Board of Supervisors finds that there has been a violation, the County will notify the Contractor in writing of the sanctions to be imposed by the Board.

3. SANCTIONS

3.1 A finding at the public hearing that there has been a violation of the ECOP requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:

- 3.1.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
- 3.1.2 Suspend the contract until such time as the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
- 3.1.3 Terminate the contract and collect appropriate damages from the Contractor.
- 3.1.4 Declare that the Contractor is not a responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Contractor can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

SECTION IV

1. OUTREACH

- 1.1 To promote the ECOP goals and assist contractors and subcontractors in their efforts to develop the relationships they may require to meet the ECOP goals for this project, and the County will
 - 1.1.1 E-mail the Notice to Bidders to vendors in the County Vendor Database and other sources. Advertise the project once a week for at least two consecutive weeks in a newspaper of general circulation in the county where the project is located, trade organizations and chambers of commerce, and plan rooms. Notice of this project will also be posted on the County Current Contracting Opportunities and Calendar of Events websites (see website URL addresses below).
 - 1.1.2 Incorporate a networking and informational component in the mandatory bid walk/site visit.
 - 1.1.3 Provide information about the project, the ECOP, and other current and upcoming projects at the bid conference/networking meeting.
 - 1.1.4 E-mail the list of attendees from the mandatory bid walk to each attendee when issuing the first Addendum for the Project and post the attendance and first Addendum on the Current Contracting Opportunities website.

2. CONTRACTOR RESOURCES

The following sources may be contacted for assistance in soliciting M/W/S/LBE participation:

Alameda County Contractor Technical Assistance Program (CTAP)

Carol Henry, CTAP Program Manager (Merriwether & Williams Insurance Services)
(510) 740-6922 ext.710 CTAP@imwis.com

Asian American Contractors Association

Juliana Choy Sommer, President (415) 642-1818 www.aaca-sf.com

Western Regional Minority Supplier Development Council (WRMSDC) – MBE certifications only -

(510) 686-2555 www.wrmsdc.org

Women’s Business Enterprise National Council (WBENC) – WBE certifications only - www.wbenc.org

California Public Utilities Commission (CPUC) The Supplier Clearinghouse

MBE and WBE vendors and certifications - www.thesupplierclearinghouse.com

Alameda County Transportation Commission

LBE and SLBE vendors and certifications - <https://www.alamedactc.org/get-involved/contract-equity/>

Visit the following County of Alameda GSA websites for

CERTIFIED SMALL LOCAL VENDORS	http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?smEmInd=C
CURRENT CONTRACT OPPORTUNITIES	http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
UPCOMING CONTRACT OPPORTUNITIES	http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/futurecontractopportunities.jsp
CALENDAR OF EVENTS	http://www.acgov.org/calendar_app/DisplayListServlet?site=Internet&ag=GSA&ty=PUR
COUNTY OF ALAMEDA HOME PAGE	http://www.acgov.org/index.htm

BIDDER INFORMATION AND ACCEPTANCE

(Submit a hardcopy of this completed page along with all hardcopy ECOP supporting documentation.)

The undersigned has read and agrees to the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program, Document 00 22 19 of the Bid packet and declares that the ECOP Forms 101A, 101B, 102A, 102B and 102C (Excel Fillable Forms provided separately) have been completed accurately by the Prime Firm submitting the bid.

Official Name of Bidder: _____



Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____



Attachment 3-A

DOCUMENT 00 73 49

PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT
of the
COUNTY OF ALAMEDA
and
California Prevailing Wage
Requirements

1. Summary

1.1. In addition to Labor, Wage & Hour, Apprenticeship, and related provisions described in Document 00 72 13 Paragraph 26; the Work performed pursuant to this Contract is subject to the requirements of the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" ("PSCBA"). The Contractor agrees to be party to and bound by the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA". Contractor agrees to execute the "PROJECT STABILIZATION/ COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA Letter of Assent" and shall require all of its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Contract by signing an identical Letter of Assent.

2. PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT Of the COUNTY OF ALAMEDA

2.1. The PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA (PSCBA) is included for reference only in PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA Document 00 73 49B.

2.1.1. ROLES AND RESPONSIBILITIES SUBCONTRACTS

2.1.1.1. Each Contractor, which includes all subcontractors of any tier, including trucking entities performing Covered Work of this Contract, agrees that neither it nor any of its subcontractors will subcontract any Work of this Contract except to a person, firm, or corporation who is or becomes party to the PSCBA by signing the Letter of Assent attached to the PSCBA as Exhibit "A". All Contractors performing Covered Work of this Contract shall, as a condition to performing Work of this Contract, become Signatory to and perform all work under the terms of the PSCBA.

- 2.1.1.2. Each Contractor, which includes all subcontractors of any tier performing Work of this Contract, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by the PSCBA within either five (5) business days of executing a contract with such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the California State License Board license number of the Contractors and scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference
- 2.1.1.3. The Contractor shall be responsible for PSCBA compliance by all subcontractor and lower tier subcontractor.

2.1.2. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 2.1.2.1. The assignment of the Work to subcontractors is solely the responsibility of the Contractor.
- 2.1.2.2. Each Contractor shall conduct a Pre-Job Conference with the Building and Construction Trades Council of Alameda County (Council) prior to commencing Work as specified in Paragraph 2.1.3 of this Document 00 73 49. The Contractor will notify the County in advance of all such conferences.
- 2.1.2.3. Any jurisdictional disputes regarding the assignment of the Work of this Contract will be resolved per the requirements of the PSCBA.

2.1.3. PRE-JOB CONFERENCE

- 2.1.3.1. A mandatory Pre-Job Conference and/or Mark-Up Meeting will be held prior to the commencement of work to establish the scope of work in each Contractor and Subcontractor contract. All meeting shall be held at the offices of the Alameda County Building and Construction Trades Council.
- 2.1.3.2. The Contractor performing the work shall have the responsibility for making work assignments in accordance with the PSCBA, and will be required to bring relevant plans, specifications, and blueprints to the meeting, as requested by the Union
- 2.1.3.3. Contractor must submit written workforce projections at the Pre-Job Conference. The workforce projections shall include projected man-

hours on a craft-by-craft basis, consistent with the Contractor's bid proposal.

- 2.1.3.4. The County will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of the PSCBA.

2.1.4. JOINT ADMINISTRATIVE COMMITTEE MEETINGS

- 2.1.4.1. The Joint Administrative Committee (JAC) has been established to monitor compliance with the PSCBA. The JAC meets monthly and reviews monthly reporting by the Contractor.
- 2.1.4.2. The Contractors shall provide progress report as described in Paragraph 2.1.8 of this Document.

2.1.5. COORDINATOR

- 2.1.5.1. The County will designate a Coordinator, who will be responsible for the administration and application of the PSCBA.

2.1.6. LOCAL HIRING PROGRAM

- 2.1.6.1. The Contractor agrees to achieve the inclusion of Residents as defined in the PSCBA in the employment and apprenticeship opportunities created by the Work of this Contract, which will be known as the Local Hiring Program (LHP) as described in the PSCBA.
- 2.1.6.2. The Contractor agrees to a goal that Residents of the County will perform forty percent (40%) of all hours worked on the Work of this Contract, on a craft-by-craft basis, if such workers are available, capable and willing to work on the projects, together with the apprentice goals described in Paragraph 2.1.7 of this Document.
- 2.1.6.3. The Contractors and subcontractors shall make good faith efforts to reach these goals, as described in the PSCBA including but not limited to the following:
 - 2.1.6.3.1. Within one week of the issuance of the Notice to Proceed, the Contractors shall meet with the County to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.

- 2.1.6.3.2. Submit copies of hiring hall dispatch requests and responses to the County within ten (10) days of County's request at any point during the execution of the Work of this Contract.
- 2.1.6.3.3. Immediately contact the County if a union hiring hall dispatcher will not or cannot, upon request of the Contractor, dispatch local residents.
- 2.1.6.3.4. Use the "Name Call," "Rehire" or other available hiring hall procedures to reach goals and shall provide documentation of such requests to the County upon request.
- 2.1.6.3.5. Use community based organizations as a resource for local labor resources, if a union will not or cannot provide local Residents as requested
- 2.1.6.3.6. Sponsor local Residents for apprenticeship, when possible.
- 2.1.6.3.7. Maintain records for each Resident of Alameda County who was referred but not hired along with an explanation why the worker was not hired.
- 2.1.6.3.8. Document participation in any local employment training programs and submit documentation of such to the County within ten (10) days if requested by County.
- 2.1.6.3.9. To the extent possible, the parties agree to implement the Local Hiring Program while complying with the County's Local Vendor Preference and Enhanced Construction Outreach (ECOP) programs for the work of this Contract. To the extent that the County determines, in its sole discretion, that there is a conflict between the Local Hiring Program established in the PSCBA and the County's SLEB, ECOP, and/or Local Vendor Preference Programs, the conflict shall be resolved in favor of the Local Hiring Program of the PSCBA.
- 2.1.6.3.10. For the purpose of reaching the goal established in Paragraph 2.1.6.2 of this Document, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as outlined in the PSCBA.

2.1.7.APPRENTICES

- 2.1.7.1. Although the PSCBA states that the County shall make available to the Unions a database of apprentices qualifying under the local hiring provision of the PSCBA, the County has not developed this database. Contractor is to contact the Unions for available apprentices.
 - 2.1.7.1.1. For each Covered Project, the Contractors will be responsible to ensure that it and/or its subcontractors hire at least one (1) new apprentice for the first \$1 million of construction value and for each succeeding \$5 million of construction contract value, the Contractors and/or their subcontractors will be required to hire at least one (1) additional new apprentice. All such apprentices may be graduates of pre apprenticeship programs with known and successful track record of apprentice placement into jobs. All the pre apprenticeship program graduates must be Residents of Alameda County and members of a Disadvantaged Population, as described in the PSCBA.
- 2.1.7.2. Contractors shall exercise their best efforts to recruit apprenticeship program applicants from Residents and who are members of a Disadvantaged Population as described in the PSCBA
- 2.1.7.3. The Contractor shall request dispatch of apprentices in writing from the local Unions and/or Joint Apprenticeship Training Committee in which the Contractor participates. Copies of the written requests shall be provided to the County within ten (10) days of request by the Coordinator.
- 2.1.7.4. For the purposes of meeting the goal established in Paragraph 2.1.6.1 of this Document, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents as apprentices for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as described in the PSCBA

2.1.8.DATA COLLECTION AND REPORTING

- 2.1.8.1. This Paragraph describes Contractor and data collection, reporting guidelines and responsibilities for the PSCBA.
- 2.1.8.2. On a monthly basis, Contractors must submit reports to the County on the status and progress of local hiring on a craft-by-craft basis, including utilization of apprentices as described in Document 00 73 49A "PSCBA Forms".

2.1.9. HELMETS TO HARDHATS: VETERAN EMPLOYMENT

2.1.9.1. The Contractor agrees to utilize the series of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and Center’s “Helmets to Hardhats” program to serve as a resources for preliminary orientations, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as described in the PSCBA.

2.1.9.2. The Contractors may also utilize the services of the “Swords to Ploughshares” program.

3. California Labor Code: In addition to complying with the PSCBA, Contractor shall also comply with the California Labor Code prevailing wage requirements.

3.1. Pursuant to Labor Code Section 1770, *et seq.*, the Contractor shall pay to persons performing labor in and about the Work provided for in the Contract an amount equal to or more than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall be equal to or more than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. The Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

3.2. The Contractor shall forfeit, as a penalty to the County, fifty dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the work provided in the Contract Documents for each day, or portion thereof, on which such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under these Contract Documents by him or her or by any Subcontractor or designer under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 3.2 and the terms of the Labor Code shall be withheld and retained from payments due or to become due to the Contractor under this Contract and the terms of the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by the County. The final amount of forfeiture shall be determined by the Labor Commissioner pursuant to Labor Code § 1775.

- 3.3. The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on the Work provided for in the Contract Documents, a provision that the Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code.
- 3.4. The Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code § 1813.

4. Project Stabilization/Community Benefits Agreement/ Labor Compliance Program Monitoring.

- 4.1. The County has elected to retain the services of a third party to monitor compliance with the PSCBA and California Labor Code Requirement.
- 4.2. The PSCBA/Labor Compliance Program (“PSCBA/LCP”) will enforce PSCBA, prevailing wage, apprentice employment and local hiring requirements consistent with California Labor Code and the PSCBA. PSCBA/LCP services do not limit the scope of Work and do not relieve the Contractor of any responsibility for coordination of the Work with California Labor Code or the PSCBA.
- 4.3. The Contractor shall be responsible for any costs that the County incurs as the result of any actions taken by DIR, or by the County when exercising its enforcement duties, to address Contractor and/or Subcontractor violations related to California Labor Code or the PSCBA. If the Contractor or any of its Subcontractor are notified that they should take certain actions to be in compliance with the PSCBA or applicable state law and those actions are not taken or not taken in a timely manner, then the County shall have the right to recover the cost of all work performed by or for the County or its contractors from the date of such notice and the County shall have the right to back charge the Contractor for any and all costs associated with such work.
- 4.4. Certified payroll reports for the duration of the Project shall be maintained by the Contractor and submitted electronically, and are subject to all of the following conditions:
 - 4.4.1. Certified Payroll Reports (CPR) shall be submitted to the County electronically on the web-based software system, described in Document 00 45 46.01 “Prevailing Wage and Related Labor Requirements Certification”, to be utilized for collection and verification of payroll reports for the Project.

**Attachment 3 B: Project Stabilization/Community
Benefit Agreement Documents**

**FIRST AMENDED AND RESTATED
PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT**

for the

COUNTY OF ALAMEDA

C-2020-146

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PREAMBLE

This Agreement is made and entered into on this 6th day of October 2020, by and between the County of Alameda; the Building and Construction Trades Council of Alameda County, AFL-CIO; and the local Unions signatory hereto, on their own behalf and on behalf of the various local Unions involved, for the construction of all Covered Projects. All Contractors and/or subcontractors shall become bound to this Agreement by signing the "Contractor Agreement To Be Bound" (Exhibit B).

RECITALS

WHEREAS, the Covered Projects described in this Agreement have been identified by the County as those in which a Project Stabilization/Community Benefits Agreement would benefit the County; and

WHEREAS, the Contractors will be engaged in construction of the project; and

WHEREAS, a skilled labor pool represented by the Unions will be required to complete the work involved; and

WHEREAS, the Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the County desires to provide, enhance and encourage construction training and employment opportunities for Alameda County residents and small business enterprises within the County through apprentice and pre-apprentice programs; and

WHEREAS, the County also desires to use this Agreement as a vehicle for building the capacity of Alameda County residents and businesses and to maximize their potential to successfully participate in other large scale projects; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the project by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement; and

WHEREAS, the County of Alameda's mission is to enrich the lives of all residents through visionary policies and accessible, responsible and effective services and historically the County

has supported contracting outreach programs that recognize the economic and workforce development potential of capital construction projects on government owned facilities; and

WHEREAS, the Parties recognize that disadvantaged individuals, families, and communities within the county experience high unemployment and are also often recipients of County services, and that these disadvantaged populations may economically benefit through participation in local hire, apprenticeship and pre-apprenticeship programs; and

WHEREAS, the Union(s), the Council, Contractors, subcontractors, and the County wish to ensure labor peace at the Covered Project sites, without any disruption that could jeopardize the schedule and timeliness of the construction process, where both Contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where Contractors that are not signatory to collective bargaining agreements are supervising employees;

WHEREAS, a Project Stabilization/Community Benefits Agreement has been in place and successfully implemented since 2013, and the Parties wish to extend that Agreement, as amended and fully restated herein;

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

ARTICLE 1

DEFINITIONS

1.1 For purposes of this Agreement, the following terms will have the following meanings. All meanings include both the singular and plural form.

“Acceptance” shall mean action by the County notifying Contractor and other entities of Completion, as required by and in accordance with contract terms and relevant applicable statutes.

“Agreement” shall mean this Project Stabilization/Community Benefits Agreement.

“Alternative Employee” shall mean an employee whose services have been obtained from a source other than the Union referral facilities as permitted in Section 17.6 of this Agreement.

“Apprentice” shall mean a person enrolled in a state-approved apprenticeship training program administered by a Joint Labor-Management Apprenticeship Training Committee (JATC).

“Completion” means that the work of Contractors is completed, as follows:

1. The occupation, beneficial use, and enjoyment of a work of improvement by the public agency, or its agent, accompanied by a cessation of labor on the work of improvement;

and

2. The acceptance by the public agency, or its agent, of the work of improvement;
- 3: Except that if the County directs a Contractor to engage in repairs, warranty work, modifications, or punch list work or if a Contractor performs work under a change order, such work shall be Covered Work under this Agreement.

“Contractor” means all contractors and subcontractors at all tiers, and any individual, firm, partnership or corporation (including the prime contractor, subcontractor of any tier, general contractor, design-build entity, or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and that has entered into a contract for performance of Covered Work with the County or any of its contractors or subcontractors at any tier, with respect to the construction work covered by this Agreement and necessary for the Covered Project or any part thereof, including construction building material delivery as set forth in Section 3.11.

“Coordinator” shall mean the company or individual designated or retained by the County to administer this Agreement.

“Core Employee” shall mean an individual meeting the criteria listed in Section 17.1.1-17.1.5.

“Council” shall mean the Building and Construction Trades Council of Alameda County.

“County” shall mean the County of Alameda acting by and through its Board of Supervisors, Agency and Department heads, and administrative staff.

“Covered Project” shall mean a construction project covered by this Agreement as set forth in Section 3.2.

“Covered Work” means tasks in furtherance of construction of a Covered Project, including the tasks and activities specified for inclusion in Article 3, and excluding tasks and activities specified for exclusion in Article 3.

“Disadvantaged Resident” shall mean a resident of Alameda County who is unemployed at the time of commencement of work on the Covered Project, and is being sponsored into or has been enrolled in a state-approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.

“Emergency Work” shall mean those projects undertaken when an immediate or imminent critical impact to a facility or to the ability to provide essential services is likely within 30 days should no further action be taken, or in circumstances where mandatory environmental, health and/or safety requirements will be violated without said project, provided in either case that the project is being awarded pursuant to Public Contract Code section 22050.

“General Prevailing Wage Determination” shall mean the decisions made by the Director of the California Department of Industrial Relations (DIR) establishing a journeyman craft or

classification's prevailing wage determination, holiday, advisory scope of work, or travel and subsistence provision.

“Job Order Contract” shall mean an individual annual contract for repair, remodeling or other repetitive work done according to unit prices as authorized by Public Contract Code section 20128.5.

“Local Hiring Program” shall mean the program set forth in Article 18 of this Agreement intended to achieve the inclusion of Residents and Disadvantaged Residents in the employment and apprenticeship opportunities on Covered Projects.

“Master Labor Agreement” or “MLA” shall mean the collective bargaining agreement of each craft Union that is signatory to this Agreement.

“Owner Operator” shall mean a sole individual that owns and drives/operates a maximum of one unit, who is employed by a Contractor in the movement or transportation of materials or goods of another, and who does not employ any other individual to operate the unit in performance of Covered Work. The Owner Operator shall be carried on the payroll of the entity that employs or otherwise uses the Owner Operator. For the avoidance of doubt, a broker of trucks shall be considered a Contractor under this Agreement and be registered as a public works contractor per California Labor Code section 1725.5.

“Party” shall mean the County, the Council, and the Unions.

“Post-Disaster Work” shall mean County-approved construction projects consistent with Post-Disaster response and recovery efforts where the public interest and necessity demand immediate expenditure of public funds to safeguard life, health, or property following a local, state or federally declared disaster per the Stafford Act, provided in that the project is being awarded pursuant to Public Contract Code section 22050.

“Project Manager” shall mean the person or persons designated by the County to manage a Covered Project.

“Resident” shall mean an individual domiciled in Alameda County on the earlier of the date of employment on a Covered Project or the date of dispatch/referral by a Union to a Contractor performing work on a Covered Project. “Domiciled” has the meaning set forth in section 349(b) of the California Election Code.

“Sole Proprietor” shall mean a licensed contractor who is exempt from the requirement to carry workers’ compensation insurance and who will self-perform Covered Work without hiring employees or field staff for the Covered Project. For the avoidance of doubt, Sole Proprietors must execute the Contractor Agreement to be Bound attached hereto as Exhibit B.

“Trust Agreements” shall mean the agreements between Unions and employers and or employer associations to govern trust funds contributed on behalf of covered workers for benefits for said workers.

“Union” shall mean the Building and Construction Trades Council of Alameda County and the local Unions that have executed this agreement, acting on its own behalf and on behalf of its respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2

PURPOSE

- 2.1 The purposes of this Agreement are to promote efficient construction operations on the Covered Projects, to ensure an adequate supply of skilled craftspeople, to provide for peaceful, efficient and binding procedures for settling labor disputes, and to provide quality employment and training opportunities for Residents and Disadvantaged Residents to work on future County projects. In so doing, the parties to this Agreement establish the foundation to promote the public interest; to provide a safe work place; to assure high quality construction; to ensure uninterrupted construction of Covered Projects; to secure optimum productivity; to develop a pool of skilled labor for County projects; and to facilitate on-schedule performance and County satisfaction.
- 2.2 It is the intent of the Parties to set out uniform and fair working conditions for the efficient completion of the Covered Projects, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.
- 2.3 The Parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Covered Projects if union and nonunion workers of different employers were to work side by side on the Covered Projects, thereby leading to labor disputes that could delay completion of the Covered Projects.
- 2.4 This Agreement is entered into pursuant to and consistent with California Public Contract Code (“PCC”) sections 2500 through 2502. Section 2500(a)(3) requires a public entity project stabilization agreement to include an agreed-upon protocol concerning drug testing for workers employed on the Covered Projects as set forth in Section 16.3.

ARTICLE 3

SCOPE OF AGREEMENT

- 3.1 Upon becoming effective, this Agreement shall amend and fully supersede the Project Stabilization/Community Benefits Agreement for the County of Alameda dated July 9, 2019, and will be applied to all Covered Projects awarded on or after the effective date.
- 3.2 This Agreement covers:

- 3.2.1 Construction contracts awarded by the County, including projects executed by the County for Special Districts, having an actual bid amount of \$1 million or more; with regard to construction contracts procured by the Alameda County Public Works Agency, the Parties mutually agree to the side letter set forth as Exhibit A, with Council signature on behalf of all Union parties; and
- 3.2.2 Construction contracts for projects not fitting into the above categories, and for which the Board of Supervisors at its discretion designates for application of this Agreement.
- 3.3 The County shall not divide construction contracts to intentionally evade the monetary thresholds of Section 3.2.1.
- 3.4 Where the County is providing at least fifty percent (50%) of the funding for a project having an actual bid amount of \$1 million or more, and is not awarding any construction contract(s) for the project and/or is not the lead agency for the project, the County shall make a request, in writing, to the entity awarding the project or the lead agency for the project, or both if both exist, to apply this Agreement, or in the alternative, shall make a request that the entity awarding the project or the lead agency for the project, or both if both exist, meet with the County and the Council to discuss application of this Agreement.
- 3.5 For the purpose of application of the thresholds set forth in Section 3.2.1 to Job Order Contracts, the threshold shall be applied to each Job Order, rather than to the Job Order Contract aggregate maximum. Individual Job Orders above the threshold shall require application of this Agreement to such individual Job Orders.
- 3.6 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Covered Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Covered Project, including, without limitation to the following examples, landscaping and temporary fencing, temporary HVAC, geotechnical and exploratory drilling, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Covered Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. This Agreement covers work done for the Covered Project in temporary yards, dedicated sites, or areas adjacent to the Covered Project, and at any on-site or off-site batch plant constructed to supply materials to the Covered Project.
- 3.7 This Agreement shall apply only to construction/craft employees, performing work on projects represented by the Unions, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, architects, supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman, inspectors, material

testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are covered by the relevant MLA.

- 3.8 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 pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable. The Covered Projects include work necessary for the Covered Projects and/or in temporary yards or areas adjacent to and dedicated to the Covered Projects, and at any batch plant(s) constructed or used solely to supply materials to the Covered Projects, when those sites or processes are dedicated exclusively to the Covered Projects.
- 3.9 This Agreement covers all on-site fabrication work over which the County or Contractors possess the right of control (including work done for Covered Projects in any temporary yard or area established for a Covered Project). Additionally, any offsite work, including fabrication, necessary for Covered Projects defined herein, that is lawfully covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution of this Agreement shall be considered covered work under this Agreement. This agreement shall not apply to factory built modular construction.
- 3.10 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting and shall be covered to the extent permitted by law. The delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement. All entities providing work covered under this Section shall provide certified payroll records to the County within ten (10) days of written request or as required by the bid specifications.
- 3.11 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed pursuant to a contract for Covered Work on a Covered Project. The County reserves the right to perform any start-up, operation, repair, maintenance or revision of equipment or systems with employees of the County. If required, Contractor's personnel may make a final check and may direct their staff on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty of a piece of equipment.
- 3.12 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the County or a Contractor shall be performed by construction persons of the vendor or other companies where expressly required to protect a warranty on the items, provided, however, that (i) the warranty is uniform and standard across purchasers/customers, and (ii) the warranty requirements are provided in writing. Any such work shall be identified and discussed at the relevant pre-construction conference, or as soon as the County or the

Contractor is aware of the need to invoke this provision. Upon request from the Council, the County shall discuss with the vendor whether installation or application may be performed pursuant to terms of this Agreement without affecting the status of the warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the warranty shall be subject to the grievance and arbitration clause of this Agreement.

- 3.13 Neither the Coordinator designated in Article 9 below, nor the Contractors, have the authority to speak for or bind the County.
- 3.14 The County retains the right and ability to meet all competitive bidding requirements of public contracting law and to award contracts pursuant to law and established contracting procedures, regardless of awardee's union signatory status. Further, the County may, at its sole discretion, end, delay, and/or suspend any or all portions of the work and may combine, consolidate, modify and/or not build any one or more portions of work covered by this Agreement at any time.
- 3.15 The County shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on projects not covered by this Agreement.
- 3.16 The County shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment, subject to the requirements of the other Covered Work sections of this Agreement.
- 3.17 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles 6, 11, and 23 of this Agreement shall apply to such work.
- 3.18 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
 - 3.19.1 The operation of equipment and machinery owned or controlled by the County and its subcontractors and not directly related to construction of Covered Projects;
 - 3.19.2 All employees of any Contractor or any other consultant of the County not performing Covered Work;
 - 3.19.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by

the County or its contractors, in each case for work that is not Covered Work. For the avoidance of doubt, work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line that provides for access to the building via a conduit or series of conduits shall be Covered Work;

- 3.19.4 Off-site maintenance of leased equipment and on-site supervision of such work;
- 3.19.5 Non-construction support services contracted by the County or any Contractor in connection with Covered Projects;
- 3.19.6 All work by employees of the County;
- 3.19.7 All warranty functions, warranty work, corrective work, repair and maintenance work on purchased equipment performed by manufacturers' representatives or vendors after Acceptance of any Covered Projects by the County pursuant to a contract for Covered Work on a Covered Project; and
- 3.19.8 All Post-Disaster and Emergency Work.
- 3.19.9 Work privately contracted by owners of property that the County is leasing.
- 3.20 The Council shall assist the County and its Contractors in encouraging and soliciting subcontractors in bidding on all Covered Projects.
- 3.21 This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on Covered Projects.
- 3.22 The provisions of this Agreement, including the MLAs incorporated herein by reference, shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with an MLA, the provision of this Agreement shall prevail. Where a provision of an MLA does not conflict with this Agreement, the provision of the MLA shall apply. A list of all current MLAs in effect as of the effective date of this Agreement is attached hereto as Exhibit D; however, this list shall not be interpreted or construed to limit the applicability of future MLAs to Covered Work. The Council will provide any MLAs upon request from the County.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of Contractors unless signed by such parent, affiliate, subsidiary, or other division of such company.
- 4.2 Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the Union and the Contractor respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union and each other Contractor party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability by a Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractors and the other Unions party to this Agreement.

ARTICLE 5

SUBCONTRACTS

- 5.1 In order to perform Covered Work on a Covered Project, whether as a Contractor or subcontractor, all Contractors agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Exhibit B.
- 5.2 Each Contractor, which includes all subcontractors of any tier, including trucking entities performing Covered Work for Covered Projects, agrees that neither it nor any of its subcontractors will subcontract any work to be done for a Covered Project except to a person, firm, or corporation who is or becomes party to this Agreement by signing the Agreement to be Bound attached to this Agreement as Exhibit B. All Contractors performing Covered Work for a Covered Project shall, as a condition to performing work, execute the Agreement to be Bound and perform all work under the terms of this Agreement. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not perform Covered Work on a Covered Project.
- 5.3 Notwithstanding any other provisions of this Agreement, the Contractor, as appropriate, shall have the absolute right to award contracts or subcontracts for a Covered Project notwithstanding the existence or nonexistence of any collective bargaining agreements between the prospective Contractor and any Union party, and provided that such Contractor is willing, ready and able to comply with this Project Stabilization/Community Benefits Agreement and shall execute the Agreement to be

Bound (in the form attached as Exhibit B), should such Contractor be awarded work covered by this Agreement.

5.4 Each Contractor with a contract directly with the County has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor's subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, that Contractor shall continue to have such primary obligation.

5.5 Each Contractor, which includes all subcontractors of any tier performing work on the Covered Project, shall give written notice to the relevant Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) business days of entering such subcontract or before the subcontractor commences work on the Covered Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the Contractors State License Board license number of the subcontractor (if required) and the scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference.

5.6 Signatory Contractors:

5.6.1 With regard to any Contractor that is independently signed to any Master Labor Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in Section 5.6.2 below. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory Contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory Contractors under an MLA, except as specifically set forth in Section 5.6.2 below.

5.6.2 If a craft union ("aggrieved union") believes that an assignment of work for a Covered Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by Section 5.6.1 above, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to Section 5.6.1 above, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of damages under the former shall be null and void *ab initio*.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on a Covered Project between or among the building and construction trades Unions and the Contractors 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 Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.
- 6.5 Each Contractor will conduct a pre-job conference with the Council prior to commencing work. The County and the project manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors may be held together.

ARTICLE 7

PRE-JOB CONFERENCE

- 7.1 The Coordinator shall convene and the Council shall conduct, at a location and time mutually agreeable to the Council and the Coordinator, or by teleconference or videoconference if agreeable to the Council and Coordinator, a pre-job conference with the Unions and the representatives of all involved Contractors, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set

forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Covered Project work, and
 - (b) The commencement of Covered Project work on any subsequently awarded construction contract.
- 7.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and County may attend at their discretion.
- 7.3 Seven (7) days before the pre-job conference each Contractor shall provide to the Coordinator and Council the following information, for discussion at the pre-job conference:
- (a) A listing and brief description of each Contractor's scope of work;
 - (b) The craft assignments;
 - (c) The estimated number of craft workers required to perform the work;
 - (d) Transportation arrangements;
 - (e) The estimated start and completion dates of the work;
 - (f) Discussion of pre-fabricated materials; and
 - (g) Relevant plans, blueprints, or specifications as requested by the Council or County.
- 7.4 At the pre-job conference, the prime contractor shall identify the Covered Project's safety inspector(s), safety officer(s), and any Jobsite Safety Accountability Supervisor.

ARTICLE 8

JOINT ADMINISTRATIVE COMMITTEE MEETINGS

- 8.1 The parties to this Agreement will form a five person Joint Administrative Committee (JAC). The Committee will be comprised of two (2) representatives selected by the Council, two (2) representatives selected by the County, and one (1) community representative, nominated by the Board of Supervisors and agreeable to the Council. The parties shall appoint an alternate. The JAC meetings will be convened by the Coordinator

and chaired jointly by a representative of the Council and the County, and a quorum shall be three members, including at least one (1) from the County and one (1) from the Council. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors for Covered Projects. These meetings will also include discussion of the schedule of upcoming projects and the safety of work performed for Covered Projects.

- 8.2 The JAC shall appoint a Joint Administrative Subcommittee, comprised of one (1) representative of the County and, one (1) representative of the Council for the purpose of convening to confer in an attempt to resolve any grievance that has been filed consistent with Article 22. This Subcommittee shall meet as required to resolve grievances by consensus vote, which resolution shall be final and binding. If no resolution can be mutually agreed upon, the grievance shall proceed to the grievance procedure outlined in Article 22, Step 4.
- 8.3 The JAC may review and make recommendations regarding overall operation of the Local Hiring Program (set forth in Article 18), and may make recommendations regarding compliance approaches in cases of noncompliance. Two years after the effective date of this Agreement, the JAC shall review overall operation and implementation of the Local Hiring Program to date, and, with affirmative vote from representatives of both the Council and the County, may (i) revise the definition of Disadvantaged Resident in Section 1.1 to align it with other local jurisdictions or to improve program implementation; or (ii) mutually agree to revise the Percentage Requirements (as set forth in the Local Hiring Program). In either case such revised definition or requirements shall be provided to Contractors and take effect for Contractors and all Parties without requiring re-execution of this Agreement.
- 8.4 JAC Meetings.
- 8.4.1 The JAC will meet monthly at the call of either chairs.
- 8.4.2 The Coordinator will establish agenda topics with input from the Committee and send notices of meetings with the agenda in advance of the meetings.
- 8.4.3 The JAC will receive reports and consider work progress and practices, Resident and Disadvantaged Resident utilization, pre-apprentice recruitment, training and referral, and apprentice development and utilization.
- 8.4.4 The Coordinator and the Contractors shall report progress on these issues and provide ongoing workforce projections for their work.

ARTICLE 9

COORDINATOR

- 9.1 The County will designate a Coordinator, who will be responsible for the administration and application of this Agreement.
- 9.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions hereto and will conduct the Joint Administrative Committee meeting at the request of either joint chair referred to in Article 8 above. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, or County, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 10

UNION RECOGNITION AND REPRESENTATION

- 10.1 The Contractors recognize the Unions as the sole and exclusive collective bargaining representatives for all craft employees on Covered Projects, and all such employees shall be represented by a Union for the duration of their employment on the Project.
- 10.2 All employees who are employed by the Contractors shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment for a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the Union(s). However, there is nothing in this Agreement that would prevent non-union employees from joining the Union(s).
- 10.3 Authorized representatives of the Union(s) shall have access to the project site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the project. Access for Union(s) representatives will not be unduly restricted.
- 10.4 The treatment and payment of stewards shall be in accordance with the applicable MLA.

ARTICLE 11

NO STRIKES - NO LOCKOUTS

- 11.1 During the life of this Agreement, the Unions and their members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or hand-billing on Covered Projects for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

11.1.1 Withholding of employees for failure of a Contractor to meet its weekly payroll is not a violation of this Article 11; however, the Union shall submit documentation of the failure to pay to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

11.1.2 Should a Contractor performing work on a Covered Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, withholding of employees for failure of a Contractor to make Trust Fund contributions is not a violation of this Article 11; however, the Union or Trust Fund shall submit documentation of the failure to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees. The documentation will indicate the amount of delinquency asserted and the period that the delinquency covers, to the best of the Union's or Trust Fund's knowledge. The Union or Trust Fund may request that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund until such delinquencies are satisfied, and the Contractor agrees that the County may issue joint checks to the Contractor and the Trust Fund until the delinquency is satisfied. It is agreed, however, with respect to Contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements.

11.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application on the Covered Project and/or failure of the parties to that agreement to reach a new contract. If a Master Labor Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Labor Agreement, the Union agrees that it will not strike or withhold labor from the Contractor for said contract for Covered Work and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for Covered Work until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the Union and Contractors agree to an interim agreement that will apply until a new Master Labor Agreement is reached, then, the Contractor may work under the terms of the interim agreement until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the new or modified Master Labor Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Labor Agreement to its effective date which is applicable to employees who performed work for the project during the interim period. Such compliance shall occur within seven (7) days after notification by the Union.

- 11.3 In consideration of the foregoing, the Contractor shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the County's or Contractor's decision to terminate or suspend work for the site or any portion thereof for any reason.
- 11.4 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement may be subject to immediate discharge and the procedure under this Article 11, if invoked.
- 11.5 Upon written or electronic mail notice of a violation to the Local and/or International Union offices, the Union and its officers shall take immediate action and will use their best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor shall have the right, in the event of a work stoppage by the Union, to replace the employees represented by the Union in violation of this Agreement. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 11.
- 11.6 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.
- 11.6.1 The party invoking this procedure shall immediately notify Robert Hirsch, who the parties agree shall be the permanent Arbitrator under this procedure. Thomas Angelo shall serve as alternate in the event that the permanent Arbitrator is unavailable at any time. If neither Robert Hirsch nor Thomas Angelo is available to hold a hearing within 24 hours or another short timeframe as mutually agreed, an arbitrator shall be selected using the provisions of Article 22 (Grievance Procedure). Notice to the Arbitrator shall be by the most expeditious means available, with written notice by email or similar means to the party alleged to be in violation and the involved Union General President. Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.
- 11.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours or another short timeframe as mutually agreed.

- 11.6.3 The Arbitrator shall notify the parties by electronic mail or similar means of the place and time chosen for the 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.
- 11.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.
- 11.6.5 Liquidated Damages: A party found to have violated the provisions of the No Strike-No Lockout section in this Article 11 shall cease such violation within eight (8) hours of the award of the Arbitrator. Should the violation continue past eight (8) hours, the party in violation shall pay to the affected party as liquidated damages either the actual damages incurred or the sum of ten thousand dollars (\$10,000.00) per shift, or portion thereof, whichever is greater, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.
- 11.6.6 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Electronic mail or similar 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 11.6.4 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.
- 11.6.7 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued, to the extent permitted by law.
- 11.6.8 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractors.

11.6.9 The procedures contained in this Section 11.6 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 22.

ARTICLE 12

MANAGEMENT RIGHTS

- 12.1 The Contractor retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to, the right to:
- 12.1.1 Plan, direct and control the operation of all the work.
 - 12.1.2 Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Labor Agreement shall be recognized.
 - 12.1.3 Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required, consistent with this Agreement and the applicable MLA.
 - 12.1.4 Require all employees to observe the County's Covered Project Rules, the Contractor's Covered Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. The Contractor's and County's Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - 12.1.5 Discharge, suspend or discipline employees under the applicable MLA.
 - 12.1.6 Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with this Agreement and the applicable MLA.
 - 12.1.7 Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator, in accordance with this Agreement.
- 12.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 13

WORK RULES

- 13.1 Work Rules shall be governed by the applicable MLA for each craft.

ARTICLE 14

WAGE SCALES AND FRINGE BENEFITS

- 14.1 All employees covered by this Agreement shall be classified and paid in accordance with the classifications, wage scales, and fringe benefits contained in the appropriate MLAs, which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.
- 14.2 For the duration of its work on a Covered Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Union(s) and the historically recognized local bargaining parties on the effective date as set forth in the applicable MLA. The Union(s) shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 14.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate Trust Agreements. The Contractors authorize the parties to such Trust Agreements 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 Contractors.
- 14.4 If a Contractor fails to pay wages or benefits, the County agrees to honor a properly submitted, legally enforceable Stop Payment Notice.

ARTICLE 15

HOURS OF WORK, OVERTIME, SHIFTS and HOLIDAYS

- 15.1 The hours of work, establishment of overtime and travel time premiums, and the establishment of shifts and shift pay shall be governed by the applicable MLA for each craft and in accordance with the current General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code. It is understood that the County and prime contractor may, at their discretion, establish a uniform starting time and/or ending time for a Covered Project, based on project needs.

In such cases the County and prime contractor shall notify the Council and provide an opportunity to meet and discuss.

- 15.2 Holidays and designated days off will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code, unless otherwise set forth in the MLA.

ARTICLE 16

HEALTH AND SAFETY

- 16.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor, be bound by the safety rules and regulations as established by the County and Contractors and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Covered Project site.
- 16.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor working on a Covered Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractors or the County. Nothing in this Agreement shall in any way be construed to make the Union(s) or the County liable for safety violations on the Covered Project.
- 16.3 The Parties and the Contractors agree to abide by the substance abuse policies contained in the applicable MLA, subject to Article 12. Should the County decide that there is a need for an OCIP on a Covered Project, the Parties and the Contractors mutually agree to the side letter attached as Exhibit C, with Council signature on behalf of all Union parties.
- 16.4 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

ARTICLE 17

REFERRAL PROCESS

- 17.1 The Union(s) shall be the primary source of all craft labor employed on Covered Projects. However, in the event that a Contractor has its own core workforce, the Contractors may request by name, and the Union(s) shall honor, referral of persons who have applied to

the local union for Covered Work and who demonstrate the following qualifications (“Core Employees”):

- 17.1.1 possess any license and/or certifications required by state or federal law for the Covered Work to be performed;
 - 17.1.2 have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
 - 17.1.3 were on the Contractors’ active payroll for at least sixty (60) out of the one hundred forty (140) calendar days prior to the contract award;
 - 17.1.4 have the ability to perform safely the basic functions of the applicable trade; and
 - 17.1.5 be a Resident.
- 17.2 In the case of a Sole Proprietor that is self-performing work, the Sole Proprietor is not required to request a dispatch from the Union hall for themselves. If the Sole Proprietor hires employees or field staff for the project, it shall cease to be a Sole Proprietor as defined under this Agreement and shall comply with all Contractor obligations herein.
- 17.3 The Union(s) will first refer to such Contractors one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractors’ “core” employees as a journeyman and shall repeat the process, one and one, until such Contractors’ crew requirements are met or until such Contractors have hired no more than five (5) Core Employees, whichever occurs first. All Core Employees shall satisfy the requirements of Article 10 of this Agreement. Thereafter, all additional employees shall be hired exclusively from the Union(s)’ hiring hall out-of-work list(s), in accordance with this Agreement. For the duration of the Contractors’ work the ratio shall be maintained and when the Contractors’ workforce is reduced, Employees shall be laid off in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreement(s) with a Union(s) shall be bound to the hiring hall provisions contained in the relevant MLA of the affected Union(s).
- 17.4 An Owner/Operator may be dispatched to the Covered Project as a core employee, provided that such Owner/Operator satisfies the qualifications in Article 1 and has complied with and completed all registration requirements with the Union prior to dispatch. In addition, upon request of the Council or any Union, the Owner Operator must provide documentation of insurance, a business license, and a valid motor carrier permit issued solely in their name. In the event the Owner/Operator hires employees or field staff for the Covered Project, it shall cease to be an Owner/Operator as defined under this Agreement and shall comply with all Contractor obligations herein.
- 17.5 All Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the relevant Union so long as such procedures are in

compliance with applicable federal, state or local law. The Contractor shall have the right to determine the competency of all employees and may reject any referral for any reason, provided that the Contractor complies with Article 21, Non-Discrimination, and in accordance with the applicable MLA.

- 17.6 In accordance with the MLAs and in the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the request of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source (“Alternative Employees”). Upon hiring Alternative Employees, the Contractor shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired, which Alternative Employees shall be bound by the provisions of this Article and the Union(s)’ hiring hall rules.

ARTICLE 18

LOCAL HIRING PROGRAM

- 18.1 Local Hiring. The Parties and Contractors agree to work together to increase utilization of Residents and Disadvantaged Residents in the employment and apprenticeship opportunities created by the Covered Work. The requirements of this Article 18 are referred to as the Local Hiring Program.

- 18.2 Percentage Requirements. For each Covered Project, Contractors shall satisfy the following percentage requirements (the “Percentage Requirements”):

18.2.1 Residents shall perform at least 40 percent of all hours worked, on a craft-by-craft basis; and

18.2.2 Disadvantaged Residents shall perform at least 40 percent of all apprentice hours worked, for the project overall (*i.e.*, not on a craft-by-craft basis).

Prime contractors must comply with the Local Hiring Program either by demonstrating satisfaction of the Percentage Requirements or by demonstrating that all Contractors have satisfied the good faith efforts set forth in Section 18.3, below.

- 18.3 Contractors’ Good Faith Efforts. Each Contractor must take the following steps in an attempt to satisfy the Percentage Requirements:

18.3.1. Each Contractor shall attend the scheduled pre-job meetings identified in Article 7. At this meeting, each Contractor must submit written workforce projections and projected worker-hours on a craft-by-craft basis, consistent with the Contractor’s bid proposal. In the event the pre-job meeting is waived, each Contractor must submit written workforce projections to the Coordinator within

five days.

- 18.3.2 Resident Hiring – Overall Workforce. If staffing with Contractor’s current crew members has not enabled satisfaction of the Percentage Requirement in Section 18.2.1, the Contractor shall request referral of needed Residents from the appropriate Union hiring hall, using “name call,” “rehire,” or other available procedures to satisfy the Percentage Requirements. All requests for referrals under this subsection shall be in writing.
- 18.3.3 Disadvantaged Resident Hiring – Apprentices. If staffing with the Contractor’s current crew members has not enabled satisfaction of the Percentage Requirement in Section 18.2.2, the Contractor shall request from the Coordinator a copy of the list of Disadvantaged Residents set forth in Section 19.3 and shall sponsor a Disadvantaged Resident for enrollment in the applicable JATC if possible, or if sponsorship is not possible, shall request referral of a Disadvantaged Resident from the appropriate Union hiring hall or apprenticeship program, as required, using “name call,” “rehire,” or other available procedures to satisfy the Percentage Requirements. All requests for referrals under this subsection shall be in writing.
- 18.3.4 Contractors’ employees on sites other than Covered Projects may be credited toward satisfaction of the Percentage Requirements, if such hours are worked during term of the Contractor’s work on the Covered Project, and if such work is performed in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma. The Contractor is responsible for providing written evidence, such as certified payroll records or other documents as approved by the JAC, of Resident and/or Disadvantaged Resident hours worked on such sites.

18.4 Oversight and Enforcement.

- 18.4.1 With day-to-day support from the Coordinator, the JAC shall provide oversight regarding the Local Hiring Program and will serve as the central forum for representatives of all interested or affected parties to exchange information and ideas and to advise the County staff and the Coordinator concerning the operation and results of the Local Hiring Program and the ongoing role of this Project Stabilization/Community Benefits Agreement as an integral component of the Local Hiring Program. As part of these responsibilities, the JAC will assess the obstacles to success of achieving inclusion of Residents and Disadvantaged Residents in the construction opportunities and shall make recommendations to overcome some of those obstacles.
- 18.4.2 Contractor requirements of the Local Hiring Program shall be terms of the prime contracts awarded by the County on Covered Projects, and enforcement actions shall be pursuant to contract compliance procedures set forth in such contracts.

Hours worked by workers who reside in states other than California shall not be considered in compliance determinations regarding the Local Hiring Program.

- 18.4.3 Contractors shall submit to the Coordinator copies of all information necessary to determine Contractor compliance with the Local Hiring Program, including dispatch requests and responses, records regarding hiring decisions of Residents and Disadvantaged Residents who were referred but not hired, and any other relevant information requested by the Coordinator.
- 18.5 Federally-Funded Projects. Requirements of this Article 18 shall not apply to Covered Projects for which funding sources prohibit such application. However, if funding sources require alternative hiring goals or requirements (such as the hiring requirements of Executive Order 11246, applicable to federally-funded projects), then such requirements shall apply, and all requirements and procedures set forth in this Agreement related to implementation of the Local Hiring Program shall be utilized to implement the alternative hiring goals or requirements imposed by the funding source, consistent with the applicable MLAs and hiring hall procedures. The County shall make good faith efforts to notify the Council prior to invoking this provision.
- 18.6 JAC Compliance Review. Any Contractor deemed not in compliance with the Local Hiring Program by the Coordinator shall be referred to the JAC to facilitate compliance, including establishing a corrective action plan. In the event the Contractor remains out of compliance, the JAC will refer the Contractor to the County for enforcement.
- 18.7 Apprentices. The Contractors/Employers shall employ Apprentices enrolled in a JATC in their respective crafts, to perform work that is within their capabilities and that is customarily performed by the craft in which they are indentured. Apprentice ratios shall be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination. Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.
- 18.8 Union Commitments. The Unions will exert their utmost efforts to recruit and enroll as Apprentices and journey-level workers sufficient numbers of skilled craft persons who are Residents and Disadvantaged Residents to enable Contractors to satisfy the Percentage Requirements on Covered Projects, and to meet the needs of the industry generally. The Unions will utilize all available mechanisms and relationships with the JATCs to refer to Covered Projects qualified and available Residents and Disadvantaged Residents. In addition, for purposes of the Local Hiring Program, notwithstanding any other provisions of this Agreement:
- 18.8.1 The Unions agree to accept requests of Contractors for Residents and Disadvantaged Residents on Covered Projects; that in performance of Covered Work, Residents and Disadvantaged Residents qualify as "name calls" (or "rehire" or similar term) for purposes of referral and hiring under the MLAs and hiring hall rules; and that Residents and Disadvantaged Residents shall be referred

to requesting Contractors as needed in order for Contractors to satisfy percentage requirements of the Local Hiring Program, and otherwise under same terms as other workers referred as name calls.

- 18.8.2 In limited circumstances where Section 18.8.1 conflicts with a Union's hiring hall rules, that Union shall refer Residents and Disadvantaged Residents actively searching for work to those Contractors who have provided the requisite information regarding staffing needs as set forth in Section 18.3.1, to ensure the Contractor can fulfill Local Hiring Program percentages on the Covered Project.
- 18.9 The Council and the Coordinator shall conduct a quarterly meeting or conference call with Union representatives, reminding them of the Percentage Requirements and referral procedures pursuant to this Agreement, and to discuss and address any issues arising in implementation.
- 18.10 Proposition 209 Repeal. If Article I, Section 31 of the California Constitution (*a.k.a* Proposition 209) is repealed during the term of this Agreement, and if the County, acting through the Board of Supervisors, subsequently establishes race- and/or gender-conscious percentage hiring requirements applicable to Covered Projects, then Parties shall meet and confer to discuss implementation of such requirements through this Agreement.

ARTICLE 19

REPORTING

- 19.1 This article describes reporting guidelines and responsibilities for parties signatory to this Agreement.
- 19.2 On a monthly basis, Contractors must submit reports on the status and progress of local hiring on a craft by craft basis, including utilization of Apprentices.
- 19.3 The Coordinator shall develop and maintain a current list of Disadvantaged Residents who are available to work on the Covered Projects. The Council shall assist with development of this list. The Coordinator shall provide the list to Contractors as set forth in Section 18.3.3.
- 19.4 Upon request from the Coordinator (but no more frequently than quarterly), the Unions shall make best efforts to provide available information regarding apprenticeship program advancement and employment status of Disadvantaged Residents who were newly enrolled in JATC apprenticeship programs pursuant to the Local Hiring Program.
- 19.5 On an annual basis, the Unions and the County shall jointly prepare and submit a report for the Board of Supervisors' review. This report shall include but not be limited to the Local Hiring Program, as well as challenges and benefits of this Agreement.

ARTICLE 20

HELMETS TO HARDHATS: VETERAN EMPLOYMENT

- 20.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center) and 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 Contractors and the Unions.
- 20.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Covered Project and of apprenticeship and employment opportunities for this Covered Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 21

NON-DISCRIMINATION

- 21.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment based on race, national origin, religion, sex, sexual orientation, political affiliation, membership in a labor organization, or any other basis recognized by law, in hiring and dispatching workers for the project.

ARTICLE 22

GRIEVANCE PROCEDURE

- 22.1 All disputes concerning the interpretation and/or application of this Agreement that do not fall within the Article 11 No-Strike/No-Lockout procedure, or Article 6 Work Assignments and Jurisdictional Disputes, shall be governed by the following grievance and arbitration procedure. The County may intervene and become a party to any grievance pursuant to this Agreement, as set forth below. Dispute resolution and enforcement procedures in this Agreement do not replace or affect the availability to County of contractual remedies and enforcement mechanisms set forth in prime contracts or County contract administration guidelines and procedures.

22.2 Grievances regarding interpretation and/or application of this Agreement shall be pursued according to the following provisions:

22.2.1 A grievance shall be considered null and void if not brought to the attention of the parties within ten (10) working days after the grievance is alleged to have occurred but in no event more than thirty (30) days after the charging party became aware of the event giving rise to the dispute. The grieving party shall give notice of the grievance to the Coordinator.

22.2.2 Grievances regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions. Upon mutual request by the parties to the grievance, the Coordinator may facilitate the processing of disputes under this Article, including the scheduling and arrangement of facilities for meetings, administration of the selection of the arbitrator to hear the case (including coin toss), and any other administrative matters necessary to facilitate the timely disposition of the dispute. However, it is the responsibility of the principal parties to any pending dispute to ensure that the applicable time limits outlined in this Article are met.

Step 1: The parties' representatives shall attempt to resolve the grievance with the participation of the relevant craft supervisor or steward.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grieving party shall reduce the grievance to writing provide such written account of the grievance to all responding parties, with a copy to the County, for discussion and resolution. The County may join the grievance as a grieving or responding party within thirty (30) days after receiving such notice.

Step 3: In the event that the representatives are unable to resolve the dispute with approval of all parties by the date five (5) working days after its referral to Step 2, then any involved party may submit it within the next five (5) working days to the Joint Administrative Subcommittee, established in Section 8.2, which shall meet within five (5) working days after such submission (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union shall notify its international union representative(s), which shall advise all parties if it intends on participating in the meeting. The participation by the International Union Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by all parties. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all parties to the grievance.

Step 4: If the dispute is not resolved by the Joint Administrative Subcommittee within 10 days after submission to the Joint Administrative Subcommittee, then the grieving party may, within five (5) working days, initiate submission of the dispute to arbitration. The time limits set out in this procedure may, upon agreement of all parties to the grievance, be extended. Initiation of submission to arbitration, request for extension of time limits, and agreement to extend such time limits, shall be in writing with copies to all parties in order to be effective.

Step 5: Within seven (7) calendar days after arbitration initiation pursuant to Step 4, the parties to the grievance shall choose an arbitrator for final and binding arbitration. The arbitrator shall be selected by the alternate striking method from the following list. If there are more than two parties to the grievance, alternate strikes shall be between grieving as a group and responding parties as a group. The party or group who shall strike the first name shall be selected by the toss of a coin. (1) Barbara Kong-Brown; (2) Morris Davis; (3) Robert Hirsch; (4) William Riker; (5) Katherine Thomson; (6) Carol Vendrillo; (7) David Weinberg; (8) Joel Schaffer; (9) Martin Gran. Should all grieving or all responding parties to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. If there are more than two parties to the arbitration, the costs of arbitration shall be borne equally between the grieving parties as a group and responding parties as a group. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

22.3 Should any of the arbitrators listed in this Article or Article 11 no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

22.4 Where an issue is addressed in this Agreement and an MLA, this Agreement shall prevail. Where an issue is addressed in an MLA and not in this Agreement, the MLA shall control. Grievances between a Union(s) and a Union(s)' signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement. All disputes involving the discipline and/or discharge of an employee shall be resolved through the grievance and arbitration provisions contained in the Master Labor Agreement for the craft of the affected employee. This Agreement shall not displace provisions of MLAs that prohibit workers from being disciplined or discharged without just cause.

22.5 In the event of a pending grievance regarding unpaid wages or benefits, the Council may request that the County withhold retention payments and/or require the Contractor involved in the grievance to obtain a bond sufficient to cover the potential

damages. However, the County may decline to withhold retention payments subject to the terms of the applicable construction contract.

ARTICLE 23

MISCELLANEOUS PROVISIONS

- 23.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.
- 23.2 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE 24

ENTIRE AGREEMENT

- 24.1 This Agreement represents the complete understanding of the parties. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
- 24.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractors, nor the Unions will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the County.
- 24.3 The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any Board policy or requirement including, but not limited to, the construction contract, contract documents, project manual, and general conditions for the Covered Project.
- 24.4 Provisions negotiated into any new or modified MLA which are less favorable to the Contractor shall not apply to work covered by this Agreement. Any disagreement regarding the application of the provisions of any new or modified MLA shall be resolved under the dispute and grievance arbitration procedures set forth in Article 22.

- 24.5 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

ARTICLE 25

GENERAL SAVINGS CLAUSE

- 25.1 Severability and Conflict with Law: It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the Parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.
- 25.2 Requirements of Funding Sources: In the event a term of this Agreement conflicts with a condition of project funding by a Covered Project's funding source, the conflicting term of this Agreement shall not apply; however, the remainder of the Agreement shall remain in place. The County shall make good faith efforts to notify the Council prior to invoking this provision; make good faith efforts to explore with said funding source the degree to which the conflicting term may be applied; and argue for application of the term where possible. In no case shall this Agreement require the County to forego any funds for a Covered Project.

ARTICLE 26

DURATION OF AGREEMENT

- 26.1 Term: This Agreement shall become effective upon execution by the County and the Council and shall continue in full force and effect for ten (10) years. In the event the County or the Council wishes to amend, modify, or terminate this Agreement five (5) years from the effective date, written notice shall be delivered to other Parties no more than six (6) months prior to the five (5) year anniversary of the effective date. Notice by County to the Council shall constitute notice to all Unions. At the five-year juncture, (i) either the County or the Council may terminate this Agreement; (ii) the County and the Council may mutually choose to amend this agreement in writing; or (iii) if neither such

action is taken, this Agreement shall automatically be extended for the remainder of the ten-year term.

26.2 Amendment: This Agreement may be amended during the Term set forth above by mutual written agreement of the County and the Council. Amended terms shall take effect with regard to contracts for Covered Projects awarded by the County after the effective date of the amendment.

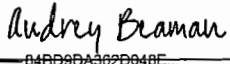
SIGNATURES

County of Alameda

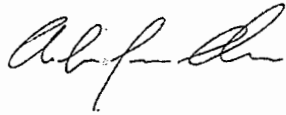


By: _____
President, Board of Supervisors

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:
By: 
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Audrey Beaman
Deputy County Counsel

Building & Construction Trades Council of Alameda County



By: _____
Andreas Cluver, Secretary-Treasurer

Unions

Boilermakers Local #549 <hr/>	Bricklayers & Allied Craftworkers Local #3 <hr/>
Electrical Workers Local #595 <hr/>	Elevator Constructors Local #8 <hr/>
Insulators Local #16 <hr/>	Iron Workers Local #378 <hr/>
Laborers Local #67 <hr/>	Laborers Local #304 <hr/>
Plasterers Local #66 <hr/>	Operating Engineers Local #3 <hr/>
Plasterers and Cement Masons Local #300 <hr/>	Roofers & Waterproofers Local #81 <hr/>
Sheet Metal Workers Local #104 <hr/>	Sign & Display Local #510 <hr/>

<p>Sprinklerfitters Local #483</p> <hr/>	<p>Teamsters Local #853</p> <hr/>
<p>UA Steamfitters, Pipefitters, Plumbers & Gas Fitters Local #342</p> <hr/>	<p>UA Underground Utility & Landscape Irrigation Local #355</p> <hr/>
<p>District Council 16, International Union of Painters & Allied Trades, for itself and its affiliated Unions: Carpet & Lino Layers Local #12, Auto & Marine Painters Local #1176, Glass Workers Local #169, Painters Local #3</p> <hr/>	<p>Northern California Carpenters Regional Council, for itself and its affiliated Unions: Carpenters Local #2236, Carpenters Local #713, Lathers Local #68L, Millwrights Local #102, Pile Drivers Local #34</p> <hr/>

EXHIBIT A

SIDE LETTER

PUBLIC WORKS PROCUREMENT

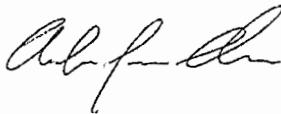
With regard to construction contracts procured by the Alameda County Public Works Agency:

1. For the first five years after the effective date of the Project Stabilization/Community Benefits Agreement to which this side letter is attached (PS/CBA), only construction contracts having an actual bid amount of \$3 million or more shall be considered Covered Projects subject to the PS/CBA, except with respect to construction trucking as set forth in Section 3.11 of the PS/CBA, which shall be covered by this PS/CBA if the project for which the trucking work is being performed has an actual bid amount of \$1 million or more.
2. Thirty months after the effective date, or earlier if the Parties mutually agree, the County shall evaluate and report to the Joint Administrative Committee any impacts the PS/CBA has had on the County's contracting programs implemented by the Public Works Agency. After such evaluation, the dollar threshold set forth in paragraph 1 may be revised for the remainder of the initial five year period by mutual agreement of the County and the Council.

County of Alameda

**Building & Construction Trades Council of
Alameda County:**

By _____
President, Board of Supervisors


By _____
Andreas Cluver, Secretary-Treasurer

Date _____

Date _____

Approved as to Form:
Donna R. Ziegler, County Counsel

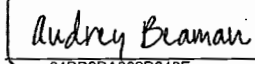
DocuSigned by:
By: 
Audrey Beaman
Deputy County Counsel

EXHIBIT B

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on a project of the County of Alameda, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) 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;
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 14 of the AGREEMENT and agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).;
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT;
- (5) Agrees to secure from any CONTRACTORS (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Contractor: _____

Address of Contractor: _____

State Public Works Registration Number: _____

EXHIBIT C

SIDE LETTER

**COUNTY OF ALAMEDA
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT**

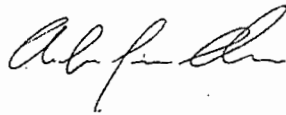
In the event the County decides to cover any given Covered Project with an Owner Controlled Insurance Program (OCIP) during the life of the PS/CBA, the following language will apply:

The County intends to implement an OCIP, or wrap up insurance, on the Covered Project. All Contractors and employees performing work on the Covered Project, and not otherwise excluded from the OCIP; will be bound by the requirement of the OCIP Safety Manual; provided however, discipline imposed for alleged violations of the OCIP Safety Manual is subject to the Grievance procedures in Article 22. Any drug testing protocol established by the Contractor for the Covered Project shall satisfy the requirements of the OCIP Safety Manual and be consistent with the MLAs. In the event that there is a conflict between the MLAs and the OCIP requirements, the OCIP requirements shall prevail.

County of Alameda

**Building & Construction Trades Council of
Alameda County:**

By _____
President, Board of Supervisors


By _____
Andreas Cluver, Secretary-Treasurer

Date _____

Date _____

Approved as to Form:
Donna R. Ziegler, County Counsel

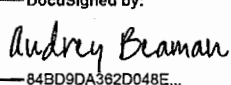
DocuSigned by:

By: _____
Audrey Beaman
Deputy County Counsel

EXHIBIT D

LIST OF CURRENT MASTER LABOR AGREEMENTS

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