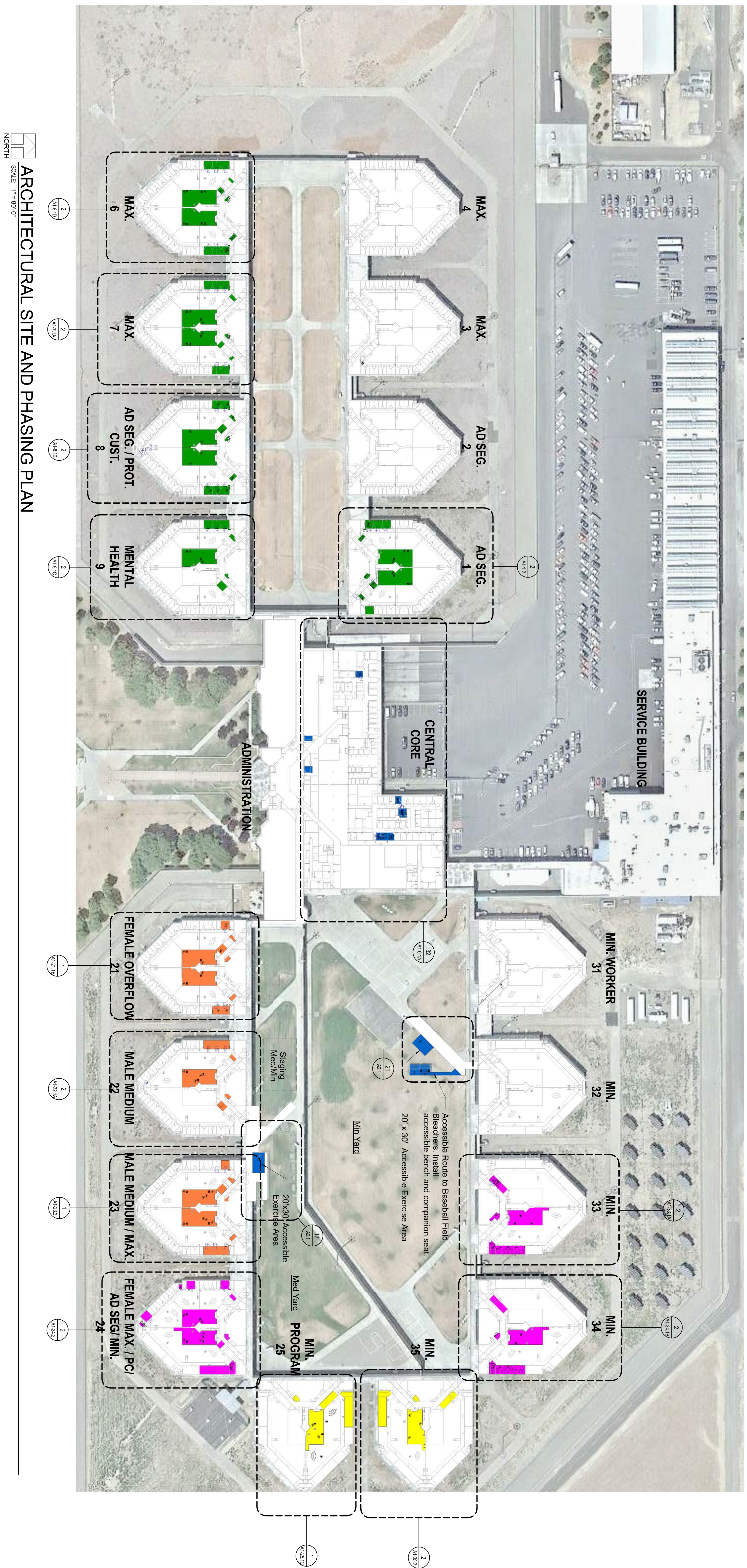
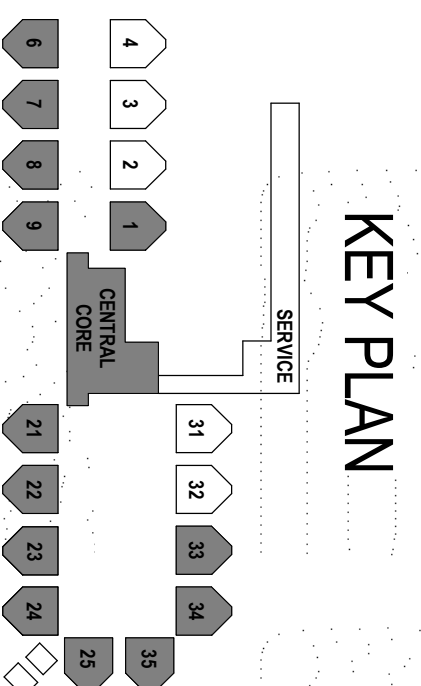


Attachment 1



LEGEND NOTES

REVISIONS AND NOTES ARE TO BE MADE TO THIS SHEET



Attachment 1

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Attachment 2

ALAMEDA COUNTY SHERIFF'S OFFICE SECURITY SITE CLEARANCE

PLEASE TYPE OR PRINT

Email Address: _____

LAST NAME: _____ FIRST: _____ MI: _____ DOB: _____

ADDRESS: _____ CITY: _____ APT: _____ ZIP: _____

RESIDENCE PHONE: _____ BUSINESS PHONE: _____ RACE: _____ SEX: _____

AGE: _____ HEIGHT: _____ WEIGHT: _____ EYES: _____ HAIR: _____

DRIVER'S LICENSE #: _____ STATE: _____ SSN: _____

CONTRACTOR EMPLOYER: _____ JOB TITLE: _____ SUPV: _____

REASON FOR VISIT: _____ DATE OF VISIT: _____

START DATE: _____ PERMANENT POSITION: _____ TEMPORARY POSITION: _____

PERSON TO NOTIFY IN CASE OF _____ PHONE: _____

EMERGENCY:

DO YOU CURRENTLY KNOW **ANYONE** IN CUSTODY IN THE ALAMEDA COUNTY JAIL SYSTEM? YES NO

(THIS INCLUDES FAMILY, FRIENDS, ASSOCIATES, ETC.)

HAVE YOU EVER BEEN ARRESTED BY ANY LAW ENFORCEMENT AGENCIES? YES NO

HAVE YOU EVER BEEN CHARGED OR CONVICTED ANY TYPE OF CRIMINAL OFFENSE? YES NO

HAVE YOU EVER ENGAGED IN ANY TYPE OF SEXUAL ABUSE IN ANY CONFINEMENT SETTING? YES NO

HAVE YOU EVER BEEN CONVICTED OF ANY SEX CRIME? YES NO

HAVE YOU EVER BEEN CIVILLY OR ADMINISTRATIVELY ADJUDICATED TO HAVE ENGAGED IN SEXUAL ABUSE IN ANY TYPE OF CONFINEMENT FACILITY? YES NO

HAVE YOU EVER BEEN ACCUSED OF SEXUAL ABUSE/HARRASSMENT YES NO

FAILING TO LIST AN ARREST OR CONVICTION WOULD BE BASIS FOR DENIAL.

IF YOU HAVE BEEN ARRESTED OR CHARGED WITH A CRIME EXPLAIN BELOW

DATE	CHARGE	ARRESTING AGENCY	DISPOSITION
------	--------	------------------	-------------

(IF MORE SPACE IS REQUIRED USE AN ADDITIONAL SHEET OF PAPER)

I UNDERSTAND THAT I AM SUBJECT TO AND GIVE MY CONSENT TO BE SEARCHED, INCLUDING MY PERSON, AFFECTS AND VEHICLE AT ALL TIMES THAT I AM ON JAIL PROPERTY.

FURTHERMORE, IF ANYONE I KNOW COMES INTO CUSTODY WITHIN THE ALAMEDA COUNTY JAIL SYSTEM, I WILL NOTIFY THE CLASSIFICATION UNIT SERGEANT IN WRITING WITHIN 24 HOURS.

THIS STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ANY FALSE STATEMENT IS CAUSE FOR MY SITE CLEARANCE TO BE REVOKED.

APPLICANT SIGNATURE: _____ DATE: _____

(APPLICANT: KEEP A COPY OF THIS FORM FOR YOUR REFERENCE)

DMV: _____ REMARKS : _____

JPQN: _____ REMARKS : _____

JPPS: _____ REMARKS : _____

WPS: _____ REMARKS : _____

CII : _____ REMARKS : _____

CLEARANCE DEPUTY: _____ BADGE#: _____ DATE: _____

SUPERVISOR: _____ BADGE#: _____ DATE: _____

APPROVED DENIED COMMENTS: _____

GDJ _____ SRJ _____ CRC _____ ID BADGE ISSUED AT DATE: _____

Policy & Procedure 17.02

Attachment 5

Revised 06/17

Notice: Information provided on this form shall be treated as confidential.

Attachment 2

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Attachment 3

DOCUMENT 00 22 19

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 the County of Alameda, General Services Agency (GSA) capital projects of

- Minority Owned Business Enterprise (MBE),
- Woman Owned Business Enterprise (WBE),
- Local Business Enterprise (LBE) and
- 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, 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 all ECOP goals identified herein shall be required to demonstrate to the satisfaction of the County that all 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. 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 by local agencies identified or recognized by the County as having effective certification programs. When the State of California SBE definition is met, validation of the current certification by one of the following local agencies must be provided with the bid response:

Bay Area Rapid Transit (BART)
The (CPUC) Supplier Clearinghouse
Western Regional Minority Supplier Development Council (WRMSDC)
Women's Business Enterprise National Council (WBENC)

3.3 MINORITY PERSON

3.3.1 Minority person, for purposes of this section, means Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan).

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:

Alameda County Transportation Commission (Alameda CTC)
California Department of General Services (DGS)
Port of Oakland
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 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 The 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 and/or a part of the prime contractor LBE participation.

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. 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, BUT UNDER \$1M)

PURPOSE

6.1 The County of Alameda, General Services Agency (GSA), Technical Services Department (TSD) 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 shall be grounds for determining that the bid is non-responsive.

7.2 Upon request from GSA, the two responsible bidders with the lowest responsive bids must submit to the Project Manager 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 bid submittal evaluation will initiate following GSA's determination of the two (2) responsible bidders who submitted the lowest responsive bids and their submission of the ECOP Package, which shall include, but not be 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 is to be submitted by the two (2) responsible bidders who submitted the lowest responsive bids to GSA no later than 2:00 p.m. on the second business day following notification and request by GSA.

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 assigned Project Manager.

7.4 After the bids are opened, the M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers who bid to the two (2) responsible bidders with the apparent lowest responsive bids are required to provide the amounts of their bids to the County for the purposes of verification. 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 GSA or its agents within approximately five (5) business days of receipt unless additional time is needed to verify the submittals. Bidders must meet all the ECOP goals **OR** make all the 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 CD or 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 CD or 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 **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 date).
- 7.6.2.1.2 Evidence that manufacturers, suppliers, and/or truckers are providing goods or services to subcontractors (for example, letter of intent, agreement)
- 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 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 GSA reserves the right, as it may deem appropriate and necessary, to contact the two responsible bidders who submitted the apparent two lowest responsive bids 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 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 minority-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**



* SBE certification from the following agencies is accepted: Alameda County Transportation Commission (Alameda CTC), California Department of General Services (DGS, Port of Oakland, and when the State SBE definition is met, Alameda County (SLEB certification).

** When the State SBE definition is met MWBE certification from the following agencies is accepted:

Bay Area Rapid Transit (BART), the (CPUC) Supplier Clearinghouse, Western Regional Minority Supplier Development Council (WRMSDC), and Women’s Business Enterprise National Council (WBENC).

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. For additional information regarding the ECOP Package submittals contact the GSA Contract Compliance Officer listed in Section IV below.

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 a 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

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 established pursuant to Section 4 herein.

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 Purpose

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 to the provisions of Section I and/or Section IV.

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 is 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 General Services Agency 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 General Services Agency 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 General Services Agency 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 notification and request by GSA.

4.2.2 Checklist for Review of Good Faith Efforts (ECOP Form 102C (also provided separately) submitted no later than 2:00 p.m. on the second business day following notification and request by GSA.

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

9.3 The following provisions shall apply to all contracts subject to the provisions of Section I and/or Section IV.

2. DETERMINATION OF NON-COMPLIANCE

9.4 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 will 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

9.5 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:

- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 Terminate the contract and collect appropriate damages from the Contractor.
- 9.5.4 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, 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 2 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:

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**

80 Swan Way, Suite 245
 Oakland, CA 94621
 (510) 686-2555
www.wrmsdc.org

Women’s Business Enterprise National Council (WBENC)

WBE certifications only – www.wbenc.org

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 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 4



Enhanced Construction Outreach Program (ECOP)

INFORMATION GUIDE

The County is interested in promoting its construction contracting opportunities to local Alameda County, small, minority and women-owned business enterprises and its employment opportunities to local apprentices, youth, unemployed and underemployed County residents.



- ECOP applies to Capital Construction Projects as approved by the Board of Supervisors and managed by the County of Alameda, General Services Agency for sealed bid construction projects over \$125,000.
- Prime contractors who are certified small local businesses (per guidelines on page 4) shall be eligible to receive a 5% bid preference. Prime contractors that subcontract with certified small local businesses for a minimum 40% of the contract will also be eligible to receive this 5% bid preference.

ECOP GOALS

1.	<p>60% Local Business Enterprise (LBE) Participation Goal</p>	<p>A Local Alameda County business is one with fixed offices located in and having a street address within the County for at least 6 months prior to the date upon which a request for bids is issued and holds a valid business license issued by the County or city within the County.</p>
2.	<p>20% Small Business Enterprise (SBE) Participation Goal</p>	<p>A Small business meets the current State of California definition of less than \$15 Million in annual revenues <i>and</i> has less than 100 employees over the last 3 years or is a manufacturer with 100 or fewer employees and meets the above definition of a Local Business.</p>
3.	<p>15% Minority Business Enterprise (MBE) <u>SUBCONTRACTING</u> Participation Goal</p>	<p>MBE participation must be SUBCONTRACTED and may NOT consist of any WBE or Prime participation</p>
4.	<p>5% Woman Owned-Business Enterprise (WBE) <u>SUBCONTRACTING</u> Participation Goal</p>	<p>WBE participation must be SUBCONTRACTED and may NOT consist of any MBE or Prime participation</p>

Definitions

Examples

<ul style="list-style-type: none"> LBE participation may consist of the Prime Contractor and Subcontractors* and may count towards <u>both</u> the LBE and SBE ECOP goals. <p>*For ECOP goals subcontractors to include manufacturers, suppliers and/ or truckers.</p>	<ul style="list-style-type: none"> Valid business license issued by 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 that are in compliance. (See Page 4)
<ul style="list-style-type: none"> Certified SBEs must be <u>Local</u> (S/LBE) to be considered. S/LBE must meet Local definition above <i>and</i> be <u>certified Small</u> by California Department of General Services (DGS) or other agency accepted by County. (See Page 4) Small participation may consist of any contractor, subcontractor, manufacturer, supplier or trucker. 	<ul style="list-style-type: none"> All of the above, and Current certification document or letter with SBE designation.
<ul style="list-style-type: none"> MBEs are defined per PCC 2000 (e)(1), (e)(2) and (f), must be SBEs but are not required to be LBEs. An MWBE may count <u>only</u> toward MBE or WBE participation (not both); however, a local MBE may count towards both LBE and S/LBE participation. 	<ul style="list-style-type: none"> Current certification document, letter, etc., with MBE designation. (See Page 4)
<ul style="list-style-type: none"> WBEs are defined per PCC 2000 (e)(1), (e)(2) and (f), must be SBEs but are not required to be LBEs. An MWBE may count <u>only</u> towards MBE or WBE participation (not both); however, a local WBE may count both towards LBE and S/LBE participation. 	<ul style="list-style-type: none"> Current certification document, letter, etc., with WBE designation. (see Page 4)

ECOP Goals & Good Faith Efforts Bid Submittal Requirements

- To be considered for award, bidders must meet ALL of the ECOP goals OR provide evidence that ALL good faith efforts (GFEs) were made as stated in the bid specifications issued for each project. The County shall award a contract to the responsible bidder with the lowest responsive bid as required by law.

Under ECOP

SBE certification from the following agencies is accepted:

Alameda County Transportation Commission (Alameda CTC),
California Department of General Services (DGS),
Port of Oakland,
and when the State SBE definition is met,
Alameda County (SLEB certification).

When the State SBE definition is met

MWBE certification from the following agencies is accepted:

Bay Area Rapid Transit (BART),
the (CPUC) Supplier Clearinghouse,
North Central Texas Regional Certification Agency (NCTRCA),
Western Regional Minority Supplier Development Council (WRMSDC),
and Womens' Business Enterprise National Council (WBENC).

Frequently Asked Questions (FAQs)



1. *What is the minimum number of M/W/S/LBE firms I need to notify in writing regarding their interest in the project?*

Show evidence of contacting and responses from a minimum of three (3) M/W/S/LBE firms for each item of trade/project identified for performance by an M/W/S/LBE.

2. *Would undelivered faxes or no-answer calls count?*

No. In order to receive credit, you must provide evidence of your completed fax transmission to the identified vendor by name and number, or a completed telephone call to the identified vendor logged by name and number, with any specific comments, information, or notes about the call.

3. *I'm a County certified SLEB – does that mean I qualify for both Small and Local under ECOP?*

If you are a certified SLEB you must also meet the State definition for Small to be qualified under ECOP S/LBE.

FAQs Continued

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4. *Would a self-identified MWBE be acceptable without certification?*

No. You must provide evidence of a MWBE certification issued by a recognized certifying agency to receive the MWBE credit.

5. *If we are an MBE or WBE prime submitting a bid, would that count towards our MBE or WBE goal?*

No. MWBEs must be subcontracted to meet the goal. Also, certified MWBE subcontractors may satisfy either MBE or WBE, but not both.

6. *I have made an initial invitation to bid; however, I failed to follow up with the vendors and am unable to provide evidence of a follow-up. Will I still get credit for GFE #5?**

No. You must show proof that a follow-up was made. Telephone logs with names, comments, or notes from the vendor are examples of acceptable documentation.

7. *Do I need to include in my advertisement and notices information about obtaining bonds, lines of credit or insurance?*

Yes. Provide a copy of advertisements with specifics referencing willingness to assist M/W/S/LBEs, or an agenda, location, meeting notes, etc. with firms attending and contact persons receiving advice.

*All GFEs are stated and described in bid specifications.

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Resources for Contractors

For assistance in soliciting M/W/S/LBE participation contact:

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

80 Swan Way, Suite 245, Oakland, CA 94621, (510) 686-2555

www.wrmsdc.org

Women's Business Enterprise National Council (WBENC)

WBE certifications only— www.wbenc.org

For assistance in hiring local apprentices, youth, unemployed and under-employed County residents, contact:

Cypress/Mandela Inc. Training Center

Art Shanks, (510) 208-7350, E-Mail: artshanks@yahoo.com

www.cypressmandela.org

Youth Employment Partnership Program

Michele Clark (510) 533-3447, x3344, E-Mail: mcc@yep.org

<http://www.yep.org/>

For information regarding apprenticeship programs, related forms, complete laws, regulations and Labor Code provisions contact:


Department of Industrial Relations, Division of Apprenticeship Standards (DAS), San Francisco Office

455 Golden Gate Avenue, 9th Floor, San Francisco, CA 94102

Phone: 415/703-1128; FAX 415/703-5427 - www.dir.ca.gov

Contractors and subcontractors are strongly encouraged to self-register in the **County Local Vendor Database at**

https://www.acgov.org/sleb_app/EntryFormServlet

After registering you will be directed to e-subscribe  for automatic updates to County contracting opportunities and events.



acgov.org

Alameda County's Official Website

Under
Doing Business With Us
See

Small, Local & Emerging Business Program CERTIFIED SMALL LOCAL VENDORS

http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?smEmInd=C

UPCOMING CONTRACTING OPPORTUNITIES

http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/futurecontractopportunities.jsp

CURRENT CONTRACTING OPPORTUNITIES

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

Also see

CALENDAR OF EVENTS

http://www.acgov.org/calendar_app/DisplayListServlet?site=Internet&ag=GSA&ty=PUR

For additional information contact:



County of Alameda, General Services Agency Office of Acquisition Policy

Willie A. Hopkins, Jr., Director
(510) 208-9700 • willie.hopkins@acgov.org

Linda Moore, Business Outreach Officer
(510) 208-9717 • linda.moore@acgov.org

June 15, 2017

Attachment 5

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, Apprentice, 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.
 - 4.4.2. CPR must contain all of information required by California Labor Code section 1776 and must be organized in a manner that is similar or identical to the format in which the information is reported on the DIR “Public Works Payroll Reporting Form” (Form A-1-131);
 - 4.4.3. Statement of Compliance. CPR shall be accompanied by a signed “Statement of Compliance” certifying that the payroll reports are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage rate for the work performed. The wording of the certification shall comply with California Labor Code section 1776 and 29 C.F.R. § 5.5(a)(3)(ii)(B)-(D).
 - 4.4.4. Electronic CPR submitted to the County, the DIR Division of Labor Standards Enforcement (DLSE), or other entity within the DIR, must be in the form of a non-modifiable image or record that bears an electronic signature or includes a

copy of any original certification made on paper. Printed reports submitted on paper with an original signature will be accepted as supplemental information to electronic reports, and will not relieve the Contractor or its Subcontractor from their obligation to submit electronic reports.

- 4.4.5. Apprenticeship Program. Reference is made to General Conditions Document 00 72 13, Paragraph 26 and the PSCBA for the Contractor and its Subcontractors obligation to comply, and be responsible for ensuring compliance, with the requirements of the California Labor Code provisions concerning the employment of apprentices, including Labor Code sections 1776, 1777.5, and 1777.6.

END OF DOCUMENT

EXHIBIT A (Letter of Assent)

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

**COUNTY OF ALAMEDA
CONTRACTOR AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the County of Alameda, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECTS, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda Project" (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 this AGREEMENT.
- (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.

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

CA Number _____

(Address)

Contract Or Project # _____

(Phone) (Fax)

FOR INFORMATION ONLY

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

COUNTY OF ALAMEDA

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PREAMBLE

This Agreement is made and entered into on this ____ day of _____ 2013, by and between the County of Alameda ("County") together with Contractors and/or subcontractors, who shall subsequently become signatory to this Agreement by signing the "Contractor Agreement To Be Bound" (Exhibit A), ("Contractors"), the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and the Local Unions signatory hereto, all in their behalf and in behalf of the various Local Unions involved, ("Union(s)") for the construction of all Covered Projects ("Covered Projects").

Recitals

WHEREAS, the 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 Building Trades Unions will be required to complete the work involved; and

WHEREAS, the Building Trades 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;

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), Contractors, subcontractors, and the County wish to insure labor peace at the Covered Project sites devoid of 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;

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:

“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 Benefit Agreement.

“Alternative Employees” shall mean an employee whose services have been obtained from other than the Union referral facilities as permitted in Section 19.6 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, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by a cessation of labor on the work of improvement.
2. The acceptance by the public agency, or its agent, of the work of improvement.

“Contractors” means all contractors and subcontractors at all tiers, any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an

independent business enterprise and has entered into a contract 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 project or any part thereof, including construction building material delivery (if the material is for direct incorporation) and removal truckers, trucking companies and trucking brokers, including the operating of construction equipment, performance of labor and/or installation of materials.

“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 19.1.1-19.1.5.

“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 Projects” and “Projects” means projects covered by the Agreement.

“Covered Work” means work done on the project and subject to the provisions of this Agreement.

“Disadvantaged Population” shall mean those Residents of Alameda County who meet at least one of the following criteria: household income below 50% of the Alameda County median, non-minor dependent youth (AB-12 youth – emancipated foster youth), homeless, welfare recipients, have a history of involvement with the criminal justice system, are unemployed, or a single parent.

“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.

“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.

“Local Hiring Goals” shall mean the Resident and Apprentice hiring goals set forth in Article 17 and Article 18 of this Agreement.

“Local Hiring Program” shall mean the program set forth in Article 17 and Article 18 of this Agreement intended to achieve the inclusion of County Residents in the employment and apprenticeship opportunities created by the Covered Work.

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

“New Apprentice” shall mean an Alameda County Resident who on the date that such individual is hired or assigned to perform the applicable work, is newly enrolled (less than one year) in a labor-management apprenticeship program that is currently registered with the State of California’s Division of Apprenticeship Standards.

“Owner Operator” shall mean a sole individual that owns and drives/operates a maximum of one unit and who is employed in the movement or transportation of materials or goods of another. The owner operator shall be carried on the payroll of the entity that employs or otherwise uses the Owner/Operator. The Owner/Operator shall direct a maximum of one unit which he or she shall drive themselves. In addition the owner operator must provide documentation of insurance, a business license, and a valid motor carrier permit issued solely in their name.

“Post Disaster Work” shall mean County approved construction projects consistent with Post Disaster response and recovery efforts per the California Government Code Section 20168 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.

“Project Manager” shall mean the person or persons designated by the County of Alameda Board of Supervisors to act on behalf of the County in all matters involving or related to individual Covered Projects..

“Resident” shall mean an individual who has lived or resided in Alameda County for a period of not less than thirty (30) calendar days prior to the date of dispatch/referral of that individual by the Union to a Contractor performing work on the project or for a period of not less than thirty (30) calendar days prior to applying for work or inclusion in the Local Hire Program if the individual is an Alternative Employee, a Core Employee, a member of a Disadvantaged Population, or a Local Hire Program applicant.

“Signatory” shall mean those Unions who have through their officers and or agents executed this Agreement.

“Sole Proprietor” shall mean an owner who will self-perform the designated Covered Project Work without hiring field support staff for the Project.

“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” or “Unions” shall mean the Building and Construction Trades Council of Alameda County and its affiliated local unions Signatory to the Agreement, acting on their own behalf or on behalf of their respective affiliates and member organizations.

ARTICLE 2

PURPOSE

- 2.1 The purposes of this Agreement are to promote efficient construction operations on the Projects, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedures for settling labor disputes. 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 Projects, and to secure optimum productivity, 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 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 Projects if union and nonunion workers of different employers were to work side by side on the Projects thereby leading to labor disputes that could delay completion of the Projects.
- 2.4 This Agreement is entered into pursuant to and consistent with California Public Contract Code ("PCC") Sections 2500 through 2502. PCC Section 2500(a)(3) requires a public entity PLA to include an agreed-upon protocol concerning drug testing for workers employed on the Projects, as set forth in Article 16.3.

ARTICLE 3

SCOPE OF AGREEMENT

- 3.1 The parties agree that this Agreement will cover all projects undertaken by the County of Alameda with a construction value of \$1 million or more. In addition, the Agreement will cover all projects with a construction value of \$1 million or more which are undertaken on behalf of the County or in circumstances where County is executing projects for Special Districts,. The parties further agree that the Board of Supervisors may at their discretion elect to include any project with a value less than \$1 million under the terms of this Agreement.
- 3.2 This Agreement covers all on-site construction, fabrication, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other work and related activities that are within the craft jurisdiction of one of the Union(s) and that is part of the work, including site preparation, survey work, and all construction, demolition or improvements required to be performed as a condition of approval by the County.

- 3.3 This Agreement shall apply only to construction/craft employees, performing work on projects represented by the Signatory 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 customarily covered by the MLA and as to which classification a prevailing wage determination has been published.
- 3.4 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.
- 3.5 This Agreement covers all on-site fabrication work over which the County or Contractors possess the right of control (including work done for the covered projects in any temporary yard or area established for the Covered Projects). Additionally, any offsite work, including fabrication, necessary for the 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.
- 3.6 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed up to 9 months after Completion by the Contractors. It is understood 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.
- 3.7 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 necessary to protect a manufacturer's warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer's warranty shall be subject to the grievance and arbitration clause of this Agreement.
- 3.8 It is recognized by the parties to this Agreement that the Coordinator designated in Article 9 below, and Contractors are acting only on behalf of said Coordinator and

Contractors, and said Coordinator and Contractors have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the County.

- 3.9 It is expressly agreed and understood that the County retains the right and ability to meet all competitive bidding requirements of public contracting law and to select the lowest responsive and responsible bidder who provides the County with best value within a stipulated sum regardless of 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.
- 3.10 It is expressly agreed and understood by the parties hereto that the County shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on project sites not covered by this Agreement.
- 3.11 It is expressly agreed and understood by the parties hereto that 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 Section 3.6.
- 3.12 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
 - 3.12.1 The operation of equipment and machinery owned or controlled by the County and its subcontractors and not directly related to construction of covered projects;
 - 3.12.2 All employees of any Contractor or any other consultant of the County not performing construction craft labor within the scope of this Agreement;
 - 3.12.3 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 (for work which is not part of the scope of this Agreement).
 - 3.12.4 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 3.12.5 Non-construction support services contracted by the County or any Contractor in connection with covered projects;
 - 3.12.6 All work by employees of the County;
 - 3.12.7 Operations or maintenance work executed by the County;

- 3.12.8. All work on covered projects under any contract entered into prior to the date of this Agreement;
- 3.12.9. All warranty functions, warranty work, corrective work, repair and maintenance work on purchased equipment performed by manufacturers' representatives or vendors after Completion and acceptance of any covered projects by the County; and
- 3.12.10 All Post Disaster and Emergency Work as defined in Article 1.
- 3.13 The Council shall assist the County and its contractors in encouraging and soliciting subcontractors in bidding on all covered projects.

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 the Coordinator and Signatory 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. Any alleged breach of this Agreement by a Contractor or any dispute between the Signatory 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 Signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the Signatory Contractors and the other Unions party to this Agreement.

ARTICLE 5

ROLES AND RESPONSIBILITIES

SUBCONTRACTS

- 5.1 Each Contractor, which includes all subcontractors of any tier, including trucking entities performing Covered Work on the Projects, agrees that neither it nor any of its subcontractors will subcontract any work to be done on the 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 "A". All Contractors performing Covered Work on the Project shall, as a condition to performing work on the Project, become Signatory to and perform all work under the terms of this Agreement.

- 5.2 A Contractor includes any person, firm or corporation who agrees under contract with another Contractor of any tier, to perform on the Project any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.
- 5.3 Notwithstanding any other provisions of this Agreement, the Contractor, as appropriate, in conformance with paragraph 3.7 of this Agreement shall have the absolute right to award contracts or subcontracts for this 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 a Letter of Assent (in the form attached as Exhibit A), should such Contractor be awarded work covered by this Agreement.
- 5.4 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.
- 5.5 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.
- 5.6 Each Contractor, which includes all subcontractors of any tier performing work on the Project, shall give written notice to the 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 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 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.
- 5.7 Signatory Contractors:
 - 5.7.1 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 5.7.2 below. Any such subcontracting clause in a 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 a MLA, except as specifically set forth in subsection 5.7.2 below.

- 5.7.2 If a craft union (“aggrieved union”) believes that an assignment of work for this 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 subsection 5.7.1 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 subsection 5.7.1 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 following language is specifically agreed to for the resolution of any Jurisdictional Disputes which may arise during the construction which is specifically covered by this Agreement. This agreement regarding resolution of jurisdictional disputes shall apply only to such disputes arising on Covered Projects.
- 6.2 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions. Individuals violating this section shall be subject to immediate discharge.
- 6.3 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 Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.
- 6.4 All jurisdictional disputes on this 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 Contractor and Union parties to this Agreement.

- 6.4.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.
- 6.5 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 6.6 Each Contractor shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Prime Contractor, the County and the Coordinator 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 A mandatory Pre-Job Conference with each Contractor will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to Contractors covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held. The parties may mutually agree to waive the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract or contractor. All meetings shall be held at the offices of the Alameda County Building and Construction Trades Council.
- 7.2 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.3 of this Agreement, and will be required to bring relevant plans, specifications, and blueprints to the meeting, as requested by Union.
- 7.3 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

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 the Covered Projects. The Committee shall also monitor compliance with Article 17 and Article 18. These meetings will also include discussion of the scheduling, productivity and safety of work performed for the 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 23. This Subcommittee shall meet as required to resolve grievances by consensus vote. If no resolution can be mutually agreed upon, the grievance shall proceed to the grievance procedure outlined in Article 23, Step 4.
- 8.3 The JAC shall appoint a Joint Administrative Subcommittee, comprised of one (1) representative of the County, one (1) representative of the Council and one (1) representative of a community based organization to resolve any grievance filed consistent with Article 17 or Article 18.
- 8.4 The JAC shall have the initial authority to investigate and resolve by consensus vote any allegation of violations of Articles 19 and 20. If the JAC cannot resolve the allegations, then any signatory party may take the matter directly to final and binding arbitration as described in Article 23.
- 8.5 JAC Meetings
- 8.5.1 The JAC will meet monthly at the call of either chair.
- 8.5.2 The Coordinator will establish agenda topics with input from the Committee and send notices of meetings with the agenda in advance of the meetings.
- 8.5.3 The JAC will receive reports and consider work progress and practices, local hire utilization, Disadvantaged Population utilization, pre-apprentice recruitment, training and referral, and apprentice development and utilization.
- 8.5.4 The Coordinator and the Contractors shall report progress on these issues and provide ongoing workforce projections for their work.

8.6 Joint Administrative Subcommittee Meetings

8.6.1 Both Joint Administrative Subcommittees will meet as required to address grievances/disputes.

8.6.2 The Coordinator will establish agenda topics with input from the Subcommittee and send notices of meetings with the agenda in advance of the meetings.

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 Signatory 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, 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 Union(s) Signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees 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 the 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 for this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds will provide written notice of the alleged delinquency to the affected Contractor, with copies to the General Contractor, the Coordinator and the County. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. 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. If the Contractor is delinquent in the payment of Trust Fund contributions for covered work performed for this Project, the Contractor agrees that the affected Trust Fund may place the County on notice of such delinquencies and the Contractor further agrees that the County may issue joint checks to the Contractor and the Trust Fund until the delinquency is satisfied.

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 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 work covered under this Agreement and the Union

and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement 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 its (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. 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.

- 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.
- 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 subsection 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.
- 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 23.

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 Collective Bargaining Agreement shall be recognized.
 - 12.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - 12.1.4 Require all employees to observe the County's Project Rules, the Contractor's 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 and in accordance with this Agreement, which covers the fabrication provisions and any other conflicts that are addressed in 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 classification and wage scales 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 this 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 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 may, at its discretion, establish a uniform starting time and/or ending time.

- 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 Project site.

- 16.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractors working on the 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), the County, liable for safety violations on the Project.

- 16.3 The parties agree to abide by the substance abuse policies contained in the applicable MLA, subject to the Article 12. Should the County decide that there is a need for an OCIP on a Covered Project, the parties mutually agree to the side letter attached.

ARTICLE 17

LOCAL HIRING PROGRAM

- 17.1 The Parties agree to achieve the inclusion of Residents in the employment and apprenticeship opportunities created by the Covered Work, which will be known as the Local Hiring Program (LHP). With day-to-day support from the Coordinator, the Joint

Administrative Committee (JAC) formed pursuant to the provisions of Article 8 shall monitor the progress of the LHP 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 LHP and the ongoing role of this Project Stabilization/Community Benefits Agreement as an integral component of LHP. As part of these responsibilities, the JAC will assess the obstacles to success of achieving inclusion of local Residents in the construction opportunities and shall make recommendations for a program to overcome some of those obstacles.

- 17.2 The parties agree to a goal that Residents of the County will perform up to 40 percent (40%) of all hours worked on all covered projects, on a craft-by-craft basis, if such workers are available, capable and willing to work on the projects, together with the apprentice goals established in Article 18, below.
- 17.3 The Contractors shall make good faith efforts to reach these goals, as described in Article 17.4 below and to reach these goals working through the normal hiring hall procedures listed in the MLA and the procedures identified in Article 18.4 and the County and Unions shall make good faith efforts to assist the Contractor in reaching this goal. In cases of alleged noncompliance, the issue may be referred to the Coordinator and then to the JAC for resolution. If the JAC can make no resolution, the issue may then be referred to Step 4 of Section 23.2.2 of the grievance procedure described in Article 14 for submission to an arbitrator for a final and binding determination. For purposes of resolution of any dispute arising under this Section or Article 18.4, the County shall be considered a party-in-interest with full right of participation in the arbitration proceeding.
- 17.4 The Contractors must take, and require their subcontractors to take, the following good faith steps to demonstrate that they have made every effort to reach the Local Hiring Goals:
 - 17.4.1. The Contractors shall attend the scheduled pre-job meetings identified in Article 7. At this meeting, the Contractor must submit written workforce projections and projected man-hours on a craft-by-craft basis, consistent with the Contractor's bid proposal. In the event the pre-job meeting is waived, the Contractor must submit written workforce projections to the Coordinator within five (5) days.
 - 17.4.2 Within one week of the issuance of the Notice to Proceed, the Contractors shall meet with the Coordinator to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.
 - 17.4.3 The Contractors shall submit copies of hiring hall dispatch requests and responses to the Coordinator within ten (10) days of Coordinator's request at any point during the execution of the Project.
 - 17.4.4 The Contractors shall immediately contact the Coordinator if a union hiring hall dispatcher will not or cannot, upon request of the Contractor, dispatch local

Residents.

- 17.4.5 The Contractors shall use the "Name Call," "Rehire" or other available hiring hall procedures to reach goals and shall provide documentation of such requests to the Coordinator upon request per subsection 17.4.3.
- 17.4.6 The Contractors shall use community based organizations as a resource for local labor resources, if a union will not or cannot provide local Residents as requested, and in conformity with the collectively bargained union hiring hall agreement.
- 17.4.7 The Contractors shall sponsor local Residents as defined herein for apprenticeship, when possible.
- 17.4.8 The Contractors shall maintain records for each Resident of Alameda County who was referred but not hired along with an explanation why the worker was not hired. Upon request, such records shall be made available for review by the County, Coordinator, and JAC for the duration of the Covered Projects.
- 17.4.9 The Contractors shall document participation in any local employment training programs and submit documentation of such to the Coordinator within ten (10) days if requested by Coordinator.
- 17.5 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons who are Residents to fulfill the requirements of the Contractors. The parties to this Agreement support the development and placement of increased numbers of skilled construction workers from the Residents within the County to meet the needs of the covered project and the requirements of the industry generally.
- 17.6 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 covered project. To the extent that the County determines, in its sole discretion, that there is a conflict between the Local Hiring Program established in this Agreement and the County's SLEB, ECOP, and/or Local Vendor Preference Programs, the conflict shall be resolved in favor of the Local Hiring Program on the construction work covered by this Agreement.
- 17.7 For the purposes of reaching the goal established in Article 17.2, 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. Credit will only be given for work performed during the life of the Covered Project. In order to receive such credit, the Contractor must submit certified payrolls as documentation to the Coordinator. No credit for off-site work will be allowed until the Contractor has demonstrated a good faith effort to reach the goal on the Covered Projects and has received approval from the JAC.

ARTICLE 18

APPRENTICES

- 18.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent apprentice workers in the construction industry, the Contractors will make a good faith effort to employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 18.2 For the purpose of meeting the goals of this Article 18, the parties recognize State-approved apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees (JATC) as the sole source for an eighteen month trial period. If after the eighteen month trial period, it has been demonstrated that the JATCs are unable to provide sufficient Residents to meet the established goals, the parties to this agreement will meet to negotiate implementation strategies to meet the established goals. If resolution is not reached within six months, then the parties may refer the item to the grievance procedure as outlined in Article 23.
- 18.3 The Signatory parties agree that the County shall make available to the Unions a database of apprentices qualifying under the local hiring provisions of this Agreement. The Signatory Unions agree to report in accordance within any limits set by applicable labor law, the availability and dispatch/placement of qualifying apprentices. The reports will be submitted to the Coordinator on at least a quarterly basis and more often, if requested and possible.
- 18.4 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 a 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 Article 1.
- 18.4.1. Contractors will make a good faith effort to maximize the project work hours for the new hire apprentices, and shall report those hours to the JAC, which will evaluate those good faith efforts.
- 18.4.2 Each Signatory Union will be responsible for dispatching/referring such County Residents to the contractor if they are available, capable and willing to work on the Covered Projects. No one trade can be used to satisfy the goal by the provision of more than two (2) such first stage apprentices, unless required by the nature of the work and or agreed upon by the JAC.

- 18.4.3 The Signatory Unions and Contractors shall exercise, to the extent of their authority, their best efforts to recruit apprenticeship program applicants from Residents and who are members of a Disadvantaged Population, as defined in Article 1. Further, for apprentices hired to comply with Article 18.4, there will be no limitation on where such apprentices will work subsequent to being hired for the Covered Projects. Contractors will be allowed to receive credit for Article 18.4 when utilizing apprentices for non-Project work during the life of the Covered projects, regardless of the location of the work as long as it is in the nine (9) Bay Area counties described in Article 18.4.5.
- 18.4.4 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 Coordinator within ten (10) days of request by the Coordinator. The Unions shall honor all Contractor dispatch requests for such Apprentices.
- 18.4.5 For the purposes of meeting the goal established in Section 18.4, 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. Credit will only be given for work performed during the life of the Covered projects. In order to receive such credit, the Contractor must submit certified payrolls as documentation to the Coordinator. No credit for non-Covered Projects work will be allowed until the Contractor has demonstrated a good faith effort to reach the goal on the Covered projects and has received approval from the JAC.
- 18.5 The Unions will cooperate with the County, the Contractors, and the Coordinator in conducting outreach activities to recruit and refer qualified Alameda County Resident applicants to apprenticeship programs. In addition, the Unions will work with designated pre-apprenticeship programs to promote graduates and enhance their entry into the Apprenticeship programs.
- 18.6 To the extent permitted by law and the JATC requirements, the Unions will give credit to bona fide, provable past experience to applicants, including work for non-union Contractors who become signatory to the PS/CBA. The experience and practical knowledge of applicants will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or journey level as the case may be. Final decisions will be the responsibility of the applicable Joint Apprenticeship Training Committee.

ARTICLE 19

REFERRAL PROCESS

- 19.1 The Union(s) shall be the primary source of all craft labor employed on the Project. 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 Project work and who demonstrate the following qualifications ("Core Employees"):
- 19.1.1 possess any license and/or certifications required by state or federal law for the Project work to be performed;
 - 19.1.2 have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
 - 19.1.3 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; and
 - 19.1.4 have the ability to perform safely the basic functions of the applicable trade.
 - 19.1.5 be a resident of Alameda County at least six months prior to the hire date.
- 19.2 In the case of a Sole Proprietor/Owner Operator that is self-performing work, this Sole Proprietor/Owner Operator is not required to request a dispatch from the union hall. Sole Proprietors/Operators must be certified as such by some public agency acceptable to the County and the affected signatory unions. If the Sole Proprietor/Owner Operator hires employees subsequent to starting work on Covered Projects, all such employees would need to be requested from the union hall as described in subsection 19.3 below
- 19.3 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. Thereafter, all additional employees shall be hired exclusively from the Union(s)' hiring hall out-of-work list(s). 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 Signatory Union(s) hereto shall be bound to use the hiring hall provisions contained in the relevant MLA of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the MLAs as they relate to such Contractors.

- 19.4 For purposes relating to "Owner/Operators" used for the hauling of workers and materials, including water or oil. It is agreed that the Owner/Operator doing such hauling work may be dispatched to the job first (as a core employee) provided that such Owner/Operator has complied with and completed all registration requirements with the Union prior to dispatch.
- 19.5 All Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Union(s) 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 22, Non-Discrimination, and in accordance with the applicable MLA.
- 19.6 In accordance with the Master Labor Agreement 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.
- 19.7 The Union(s) will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractors. The parties to this Agreement support the development of increased numbers of skilled construction workers from the Residents of Alameda County to meet the needs of the Project and the requirements of the industry generally. Accordingly, contingent upon request by the Contractor, the Unions agree to encourage the referral and utilization of Residents as journeyman and apprentices on the Project and the entrance of Residents into apprenticeships and training programs, as long such Residents possess the requisite skills and qualifications.

ARTICLE 20

DATA COLLECTION AND REPORTING

- 20.1 This article describes data collection, reporting guidelines and responsibilities for parties signatory to the PSCBA.
- 20.2 The County shall be responsible for collecting and maintaining accurate data on the availability of the Disadvantaged Population Residents available, capable and willing to work on Projects. This data will be made available and accessible to the Union.
- 20.3 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.

- 20.4 The signatory Unions agree to report in accordance with any limits set by applicable labor law, the availability and dispatch/placement of apprentices. These reports will be submitted to the Coordinator on at least a quarterly basis and more often, if requested and possible.
 - 20.4.1 In advance of pre-job meetings, the Union shall assist the Coordinator with developing a current list of Disadvantaged Population first stage apprentices available to work on the project.
 - 20.4.2 At pre-job meetings, the Coordinator shall supply contractors with a current list of Disadvantaged Population apprentices and their status of completion of their apprenticeship.
 - 20.4.3 On a quarterly basis, the Union shall provide the County and Coordinator a report on the status of Disadvantaged Population apprentices, including but not limited to their placement and advancement
- 20.5 On an annual basis, the Union, County and Coordinator shall provide a report for the Board of Supervisor's review as described and required in Article 27.1. This report shall include but not be limited to the local hiring and apprentice goal performance, as well as challenges and benefits of the PSCBA.

ARTICLE 21

HELMETS TO HARDHATS: VETERAN EMPLOYMENT

- 21.1 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.
- 21.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.
- 21.3 The Contractors may also utilize the services of the "Swords to Ploughshares" program.

ARTICLE 22

NON-DISCRIMINATION

- 22.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, actual or perceived sexual orientation, national origin, age, religion, political affiliation, or membership or non-membership in labor organization union activity, military veteran status, and disability as identified in the Americans With Disabilities Act, or any other basis recognized by law.

ARTICLE 23

GRIEVANCE PROCEDURE

- 23.1 All disputes concerning the interpretation and/or application of this Agreement that do not fall within the Article 11 No-Strike/No-Lockout procedure, Article 6 Work Assignments and Jurisdictional Disputes, Article 17 Local Hiring Program, or Article 18 Apprentices, shall be governed by the following grievance and arbitration procedure.

- 23.2 Grievances between one or more Union(s) and one or more Contractor regarding interpretation and/or application of this Agreement shall be pursued according to the following provisions:

23.2.1 A grievance shall be considered null and void if not brought to the attention of the Contractors or the Union(s) 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.

23.2.2 Grievances between one or more Union(s) and one or more Contractors regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions:

Step 1: The Contractors or the Union(s)' representative and the grievant shall attempt to resolve the grievance with the craft supervisor or Steward.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Contractors or Union(s) to the grievant for discussion and resolution.

Step 3: In the event that the representatives are unable to resolve the dispute within the five (5) working days after its referral to Step 2, either involved party may submit it within five (5) working days to the Joint Administrative Subcommittee, established in Section 10.2, which shall meet within five (5)

working days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer 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 both 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 the parties. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all signatories of the Agreement. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) working days by either party to Step 4.

Step 4: In the event the matter remains unresolved in Step 3, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 5: Within seven (7) calendar days after referral of dispute in Step 4, the parties shall choose an arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list. The party who shall strike the first name shall be selected by the toss of a coin (1) Carol Isen (2) Barbara Kong-Brown (3) Thomas Angelo (4) Robert Hirsch (5) William Ricker. Should a Party 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. 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.

23.3 Grievances raised by County against one or more Union(s) and/or the Building Trades Council, or against the County by one or more Union(s) and/or the Building Trades Council, regarding provisions of this Agreement, shall be settled or otherwise resolved according to the following Steps and provisions:

23.3.1. A grievance shall be considered null and void if not brought to the attention of the County or the Union(s) within ten (10) working days after the grievance is alleged to have occurred but in no event more than ten (10) days after the charging party became aware of the event giving rise to the dispute.

Step 1: The County/Union(s) Joint Administrative Subcommittee shall attempt to resolve the grievance. The County/Union(s) Joint Administrative Subcommittee shall meet within five (5) working days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all signatories of the Agreement. If the dispute is not resolved by the Joint Administrative Subcommittee, within the five (5) working days after meeting on the grievance, either involved party may proceed to Step 2.

Step 2: In the event the matter remains unresolved pursuant to Step 2, either Party may request that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 3: Within seven (7) calendar days after referral of dispute in Step 2, the parties shall choose an arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list. The party who shall strike the first name shall be selected by the toss of a coin (1) Carol Isen (2) Barbara Kong-Brown (3) Thomas Angelo (4) Robert Hirsch (5) William Ricker. Should a Party 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. 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.

23.4 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.

23.5 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.

ARTICLE 24

MISCELLANEOUS PROVISIONS

- 24.1 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.
- 24.2 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.
- 24.3 Ratification by Governing Board. This Agreement shall not be binding on the County until it is ratified by the Board of Supervisors.

ARTICLE 25

ENTIRE AGREEMENT

- 25.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLAs, shall in every instance exclusively apply to and control work performed on the Project. The provisions of this Agreement shall take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the MLAs, working rules, by-laws, constitution and other similar documents of the Unions, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement or mutually agreed to in writing and executed by the parties. Practices not part of the terms and conditions of this Agreement shall not be recognized.
- 25.2 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.
- 25.3 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 Project.
- 25.4 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 between the parties 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 23.

- 25.5 This Agreement may be executed in counterparts, such that the 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 the equivalent to original signatures.

ARTICLE 26

GENERAL SAVINGS CLAUSE

- 26.1 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.

ARTICLE 27

DURATION OF AGREEMENT

- 27.1 This Agreement shall become effective on the day the County Board of Supervisors ratifies this Agreement and shall continue in full force and effect for 3 years. In the event that either party wishes to amend, modify or otherwise alter this Agreement at the end of three (3) years, written notice shall be delivered between sixty (60) and thirty (30) days prior to expiration. If neither party provides said written notice, this Agreement shall remain in effect for an additional two (2) years. At the end of a total of five (5) years, if parties so desire they may enter negotiations for a new Agreement or an extension to be determined. There shall be an annual report with a presentation to the County Board of Supervisors prepared by the General Services Agency in collaboration with other applicable County Departments.

SIGNATURES

County of Alameda

By: _____
President, Board of Supervisors

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

By: Quarey Baman
Deputy County Counsel

Building & Construction Trades Council of Alameda County:

By: Andreas Churver
Andreas Churver, Secretary-Treasurer

Signatory Unions:

Asbestos Workers, Local 16

By: Paul Brown

Boilermakers, Local 549

By: Michael De

Bricklayers & Allied Craftsmen, Local 3

By: Greg Loh

**Northern California Carpenters
Regional Council (on behalf of Carpenters,
Local 713, Carpenters, Local 2236, Lathers,
Local 68L, Millwrights, Local 102,
Pile Drivers, Local 34)**

By: John

Cement Masons, Local 300

By: [Signature]

Electrical Workers, Local 595

By: [Signature]

Elevator Constructors, Local 8

By: _____

Hod Carriers, Local 166

By: [Signature]

Iron Workers, Local 378

By: [Signature]

Laborers, Local 67

By: [Signature]

Laborers, Local 304

By: [Signature]

Operating Engineers, Local 3

By: _____

Plasterers, Local 66

By: [Signature]

Roofers, Local 81

By: [Signature]

Sheet Metal Workers, Local 104

By: [Signature]

Sign Display, Local 510

By: _____

Sprinkler Fitters, Local 483

By: [Signature]

Teamsters, Local 853

By: [Signature]

United Association of Journeymen and
Apprentices Fitting Industry, Underground
Utility & Landscape, Local 355

By: [Signature]

Cement Masons, Local 300	By: _____
Electrical Workers, Local 595	By: <u>John K. Lee</u>
Elevator Constructors, Local 8	By: _____
Hod Carriers, Local 166	By: <u>Earl Nelson</u>
Iron Workers, Local 378	By: <u>Jeff P. Lee</u>
Laborers, Local 67	By: <u>W. J.</u>
Laborers, Local 304	By: <u>Francis E. H.</u>
Operating Engineers, Local 3	By: _____
Plasterers, Local 66	By: _____
Roofers, Local 81	By: <u>Douglas Ziegler</u>
Sheet Metal Workers, Local 104	By: <u>Tom Wood</u>
Sign Display, Local 510	By: <u>Joseph B. Toback</u>
Sprinkler Fitters, Local 483	By: _____
Teamsters, Local 853	By: _____
United Association of Journeymen and Apprentices Fitting Industry, Underground Utility & Landscape, Local 355	By: <u>Miguel Duran</u>

**United Association of Steamfitters,
Pipefitters, Plumbers, & Gas
Fitters, Local 342**

By: Michael Hernandez

**District Council No. 16 Northern
California International Union of
Painters & Allied Trades (on behalf of
Auto & Marine Painters, Local 1176,
Carpet & Linoleum Layers, Local 12,
Glaziers, Architectural Metal
& Glassworkers, Local 169,
Painters & Tapers, Local 3**

By: _____

EXHIBIT A (Letter of Assent)

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

**COUNTY OF ALAMEDA
CONTRACTOR AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the County of Alameda, (hereinafter PROJECTS), for and in consideration of the award to it of a contract to perform work on said PROJECTS, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda Project" (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 this AGREEMENT.
- (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.

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

CA Number _____

(Address)

Contract Or Project # _____

(Phone) (Fax)

MEMORANDUM OF UNDERSTANDING

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

Notwithstanding any provision to the contrary in the County of Alameda Project Stabilization/Community Benefit Agreement ("Project Stabilization Agreement"), this memorandum will confirm that work covered by the Project Stabilization/Community Benefits Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 6,11 and 23 of the Project Stabilization Agreement will apply to such work.

County of Alameda

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

President, Board of Supervisor

Eric W. McCloud

Date _____

Date 5-20-2013

Approved as to Form:

Donna R. Ziegler, County Counsel

By: *Quarney Beaman*
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

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

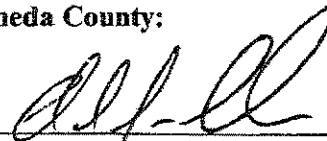
In the event the County decides to cover any given Project with an Owner Controlled Insurance Program (OCIP) during the life of the PS/CBA, the following language will apply:

The County intends to implement an OCIP, or wrap up insurance, on the Project. All Contractors and employees performing work on the 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 23. Any drug testing protocol established by the Contractor for the 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 Supervisor

By: 
Andreas Cluvel, Secretary-Treasurer

Date _____

Date 5/21/13

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

By: _____
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

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

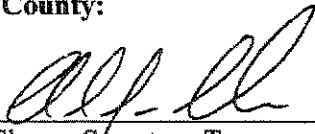
The parties agree that the PLA to which this letter is addended shall not apply to any contracts entered into by the Alameda County Public Works Agency for a period of three years from the effective date of the PLA, except that any and all trucking, as described in Article 5.4 of said PLA, shall be covered by the PLA.

Any disputes concerning the interpretation and or application of this side letter shall be subject to the dispute resolution process set forth in Article 23 of the PLA.

County of Alameda

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

By: _____
President, Board of Supervisor

By: 
Andreas Cluver, Secretary-Treasurer

Date _____

Date 5/21/13

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


By: _____
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

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

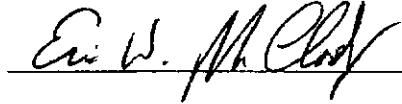
Notwithstanding any provision to the contrary in the County of Alameda Project Stabilization/Community Benefit Agreement ("Project Stabilization Agreement"), this memorandum will confirm that work covered by the Project Stabilization/Community Benefits Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 6,11 and 23 of the Project Stabilization Agreement will apply to such work.

County of Alameda



President, Board of Supervisor

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8



Date 1 JUN 11 2013

Date 5-20-2013

Approved as to Form:

Donna R. Ziegler, County Counsel

By: 

Deputy County Counsel