



STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

**INDIVIDUAL:**



**John Alexander**

**CERTIFICATE TYPE:**

Lead Inspector/Assessor  
Lead Project Monitor

**NUMBER:**

LRC-00004446  
LRC-00004445

**EXPIRATION DATE:**

2/18/2021  
2/18/2021

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD.

**FIRST AMENDMENT TO PROJECT STABILIZATION/COMMUNITY  
BENEFITS AGREEMENT COUNTY OF ALAMEDA**

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and the Building and Construction Trades Council of Alameda County ("BTC") with respect to that certain agreement entered by them on July 9, 2019 (referred to herein as the "Agreement").

County and BTC, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County ("Effective Date").
2. The term of the Agreement is currently scheduled to expire on July 8, 2020. As of the Effective Date, the term of the Agreement is extended through October 8, 2020.
3. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

C-2020-53

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

BUILDING AND CONSTRUCTION  
TRADES COUNCIL OF ALAMEDA  
COUNTY

By:   
Signature

By:   
Signature

Name: RICHARD VALLE  
(Printed)

Name: Andreas Cluver  
(Printed)

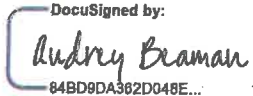
Title: President of the Board of Supervisors

Title: Secretary Treasurer

Date: 6/12/20

Date: 2/06/2020

Approved as to Form:

By:   
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Amendment.

**PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT  
for the  
COUNTY OF ALAMEDA**

C-2019-42



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## PREAMBLE

This Agreement is made and entered into on this day of September 18, 2018, 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, and 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 thirty (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 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 offset 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 nine (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 craftsman 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 an MLA shall remain and be fully enforceable between each craft union and its signatory Contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory Contractors under an MLA, except as specifically set forth in 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, slowdowns 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 Kegel, 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 Markup 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 (5) 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 (3) 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 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 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 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 to 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.
- 11.6.4 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 herein 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. 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 lay off 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 M.L.A.
  - 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 M.L.A.
  - 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.

- 172 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.
- 173 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 (1) 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 Contractor 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.
- I 7.4.9 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 (9) 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 JA

## 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 (18) 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 (6) 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 who are members of a Disadvantaged Population, as defined in Article I. 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 for 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 certification 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

### REPORTING AND DATA COLLECTION

- 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 who are 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:

2321 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.

2322 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 Sub-committee, 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 Ibsen (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 Ibsen (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 1 year. At any time after the effective date, 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

BUILDING AND CONSTRUCTION TRADES  
COUNCIL OF ALAMEDA COUNTY

By: [Signature]  
President, Board of Supervisors

By: [Signature]  
Andreas Cluver, Secretary Treasurer

Date: JUL 16 2019

ADDITIONAL SIGNATURES OF THE  
SIGNATORY UNION REPRESENTATIVES ARE  
CONTAINED ON THE FOLLOWING PAGES

APPROVED AS TO FORM:  
DONNA R. ZIEGLER, COUNTY COUNSEL

By: [Signature]  
Name: Andrew Berman  
Title: Deputy County Counsel

Signatory Unions

Asbestos Workers Local 116

By: \_\_\_\_\_

Boilermakers Local 549

By: \_\_\_\_\_

Bricklayers & Allied Craftsmen Local 3

By: \_\_\_\_\_

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: \_\_\_\_\_

Cement Masons Local 300

By: \_\_\_\_\_

Electrical Workers, Local 585

By: \_\_\_\_\_

Elevator Constructors, Local 8

By: \_\_\_\_\_

Hod Carriers, Local 166

By: \_\_\_\_\_

Iron Workers, Local 378

By: \_\_\_\_\_

Laborers, Local 67

By: \_\_\_\_\_

Laborers, Local 304

By: \_\_\_\_\_

Operating Engineers, Local 3

By: \_\_\_\_\_

Plasterers, Local 66

By: Robert J. Mott

Roofers, Local 81

By: \_\_\_\_\_

Sheet Metal Workers, Local 104

By: \_\_\_\_\_

Sign Display, Local 510  
Sprinkler Fitters, Local 483

By: \_\_\_\_\_

By: \_\_\_\_\_

Teamsters, Local 853

By: \_\_\_\_\_

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

By: \_\_\_\_\_



**Signatory Unions**

**Asbestos Workers Local 116**

By: \_\_\_\_\_

**Boilermakers Local 549**

By: \_\_\_\_\_

**Bricklayers & Allied Craftmen Local 3**

By: \_\_\_\_\_

**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: \_\_\_\_\_

**Cement Masons Local 300**

By: \_\_\_\_\_

**Electrical Workers, Local 595**

By: \_\_\_\_\_

**Elevator Constructors, Local 8**

By: \_\_\_\_\_

**Hod Carriers, Local 166**

By: \_\_\_\_\_

**Iron Workers, Local 378**

By: \_\_\_\_\_

**Laborers, Local 67**

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**Laborers, Local 304**

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**Operating Engineers, Local 3**

By: \_\_\_\_\_

**Plasterers, Local 66**

By: \_\_\_\_\_

**Roofers, Local 81**

By: \_\_\_\_\_

**Sheet Metal Workers, Local 104**

By: 

**Sign Display, Local 510**

By: \_\_\_\_\_

**Sprinkler Fitters, Local 483**

By: \_\_\_\_\_

**Teamsters, Local 853**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

**Signatory Unions**

**Asbestos Workers Local 116**

**By: \_\_\_\_\_**

**Boilermakers Local 549**

**By: \_\_\_\_\_**

**Bricklayers & Allied Craftsmen Local 3**

**By: \_\_\_\_\_**

**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: **

**Cement Masons Local 300**

**By: \_\_\_\_\_**

**Electrical Workers, Local 595**

**By: \_\_\_\_\_**

**Elevator Constructors, Local 8**

**By: \_\_\_\_\_**

**Hod Carriers, Local 166**

**By: \_\_\_\_\_**

**Iron Workers, Local 378**

**By: \_\_\_\_\_**

**Laborers, Local 67**

**By: \_\_\_\_\_**

**Laborers, Local 304**

**By: \_\_\_\_\_**

**Operating Engineers, Local 3**

**By: \_\_\_\_\_**

**Plasterers, Local 66**

**By: \_\_\_\_\_**

**Roofers, Local 81**

**By: \_\_\_\_\_**

**Sheet Metal Workers, Local 104**

**By: \_\_\_\_\_**

**Sign Display, Local 510**

**By: \_\_\_\_\_**

**Sprinkler Fitters, Local 483**

**By: \_\_\_\_\_**

**Teamsters, Local 853**

**By: \_\_\_\_\_**

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

**By: \_\_\_\_\_**



**Signatory Unions**

**Asbestos Workers Local 116**

By: \_\_\_\_\_

**Boilermakers Local 549**

By: \_\_\_\_\_

**Bricklayers & Allied Craftsmen Local 3**

By: \_\_\_\_\_

**Northern California Carpenters  
Regional Council (on behalf of  
Carpenters, Local 713, Carpenters,  
Local 2238, Lathers, Local 68L,  
Millwrights, Local 102,  
Pile Drivers, Local 34)**

By: \_\_\_\_\_

**Cement Masons Local 300**

By: \_\_\_\_\_

**Electrical Workers, Local 595**

By: \_\_\_\_\_

**Elevator Constructors, Local 8**

By: \_\_\_\_\_

**Hod Carriers, Local 166**

By: \_\_\_\_\_

**Iron Workers, Local 378**

By: \_\_\_\_\_

**Laborers, Local 67**

By: \_\_\_\_\_

**Laborers, Local 304**

By: \_\_\_\_\_

**Operating Engineers, Local 3**

By: \_\_\_\_\_

**Plasterers, Local 66**

By: \_\_\_\_\_

**Roofers, Local 81**

By: Isabel Zager K sign

**Sheet Metal Workers, Local 104**

By: \_\_\_\_\_

**Sign Display, Local 510**

By: \_\_\_\_\_

**Sprinkler Fitters, Local 483**

By: \_\_\_\_\_

**Teamsters, Local 853**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Signatory Unions

Asbestos Workers Local 116

By: \_\_\_\_\_

Boilermakers Local 549

By: \_\_\_\_\_

Bricklayers & Allied Craftsmen Local 3

By: \_\_\_\_\_

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: \_\_\_\_\_

Cement Masons Local 300

By: \_\_\_\_\_

Electrical Workers, Local 595

By: Samuel A. Chivello

Elevator Constructors, Local 8

By: \_\_\_\_\_

Hod Carriers, Local 166

By: \_\_\_\_\_

Iron Workers, Local 378

By: \_\_\_\_\_

Laborers, Local 87

By: \_\_\_\_\_

Laborers, Local 304

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Operating Engineers, Local 3

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Plasterers, Local 66

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Roofers, Local 81

By: \_\_\_\_\_

Sheet Metal Workers, Local 104

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Sign Display, Local 510

By: \_\_\_\_\_

Sprinkler Fitters, Local 483

By: \_\_\_\_\_

Teamsters, Local 853

By: \_\_\_\_\_

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

By: \_\_\_\_\_



**Signatory Unions**

**Asbestos Workers Local 116**

By: \_\_\_\_\_

**Boilermakers Local 549**

By: \_\_\_\_\_

**Bricklayers & Allied Craftsmen Local 3**

By: Shoy Halil

**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: \_\_\_\_\_

**Cement Masons Local 300**

By: \_\_\_\_\_

**Electrical Workers, Local 595**

By: \_\_\_\_\_

**Elevator Constructors, Local 8**

By: \_\_\_\_\_

**Hod Carriers, Local 166**

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**Iron Workers, Local 378**

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**Laborers, Local 67**

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**Laborers, Local 304**

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**Operating Engineers, Local 3**

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**Plasterers, Local 66**

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**Roofers, Local 81**

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**Sheet Metal Workers, Local 104**

By: \_\_\_\_\_

**Sign Display, Local 510  
Sprinkler Fitters, Local 483**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Teamsters, Local 1353**

By: \_\_\_\_\_

**United Association of Journeymen  
and Apprentices Fitting Industry,  
Underground Utility & Landscape,  
Local 365**

By: \_\_\_\_\_

Signatory Unions

**Asbestos Workers Local 116**

By: Mark J. Pluhell

**Bollemakers Local 549**

By: \_\_\_\_\_

**Bricklayers & Allied Craftsmen Local 3**

By: \_\_\_\_\_

**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: \_\_\_\_\_

**Cement Masons Local 300**

By: \_\_\_\_\_

**Electrical Workers, Local 596**

By: \_\_\_\_\_

**Elevator Constructors, Local 8**

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**Hod Carriers, Local 166**

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**Iron Workers, Local 378**

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**Laborers, Local 67**

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**Laborers, Local 304**

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**Operating Engineers, Local 3**

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**Plasterers, Local 66**

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**Roofers, Local 81**

By: \_\_\_\_\_

**Sheet Metal Workers, Local 104**

By: \_\_\_\_\_

**Sign Display, Local 510**

By: \_\_\_\_\_

**Sprinkler Fitters, Local 483**

By: \_\_\_\_\_

**Teamsters, Local 853**

By: [Signature]

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

By: \_\_\_\_\_



**Signatory Unions**

**Asbestos Workers Local 116**

By: \_\_\_\_\_

**Boilermakers Local 549**

By: \_\_\_\_\_

**Bricklayers & Allied Craftsmen Local 3**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

**Cement Masons Local 300**

By: \_\_\_\_\_

**Electrical Workers, Local 585**

By: \_\_\_\_\_

**Elevator Constructors, Local 8**

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**Hod Carriers, Local 166**

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**Iron Workers, Local 378**

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**Roofers, Local 81**

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**Sheet Metal Workers, Local 104**

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**Sign Display, Local 610**

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**Sprinkler Fitters, Local 483**

By: \_\_\_\_\_

**Teamsters, Local 853**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Signatory Unions

Asbestos Workers Local 116

By: \_\_\_\_\_

Boilermakers Local 548

By: \_\_\_\_\_

Bricklayers & Allied Craftsmen Local 3

By: \_\_\_\_\_

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: \_\_\_\_\_

Cement Masons Local 300

By: Keith J. H. S.

Electrical Workers, Local 595

By: \_\_\_\_\_

Elevator Constructors, Local 8

By: \_\_\_\_\_

Hod Carriers, Local 166

By: \_\_\_\_\_

Iron Workers, Local 378

By: \_\_\_\_\_

Laborers, Local 67

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Laborers, Local 304

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Operating Engineers, Local 3

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Plasterers, Local 66

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Roofers, Local 81

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Sheet Metal Workers, Local 104

By: \_\_\_\_\_

Sign Display, Local 510

By: \_\_\_\_\_

Sprinkler Fitters, Local 483

By: \_\_\_\_\_

Teamsters, Local 853

By: \_\_\_\_\_

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

By: \_\_\_\_\_



**Signatory Unions**

**Asbestos Workers Local 116**

**By: \_\_\_\_\_**

**Boilermakers Local 549**

**By: \_\_\_\_\_**

**Bricklayers & Allied Craftsmen Local 3**

**By: \_\_\_\_\_**

**Northern California Carpenters  
Regional Council (on behalf of  
Carpenters, Local 713, Carpenters,  
Local 2238, Lathers, Local 681,  
Millwrights, Local 102,  
Pile Drivers, Local 34)**

**By: \_\_\_\_\_**

**Cement Masons Local 300**

**By: \_\_\_\_\_**

**Electrical Workers, Local 595**

**By: \_\_\_\_\_**

**Elevator Constructors, Local 8**

**By: \_\_\_\_\_**

**Hod Carriers, Local 166**

**By: \_\_\_\_\_**

**Iron Workers, Local 378**

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**Laborers, Local 67**

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**Laborers, Local 304**

**By: \_\_\_\_\_**

**Operating Engineers, Local 3**

**By: \_\_\_\_\_**

**Plasterers, Local 66**

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**Roofers, Local 81**

**By: \_\_\_\_\_**

**Sheet Metal Workers, Local 104**

**By: \_\_\_\_\_**

**Sign Display, Local 510**

**By: \_\_\_\_\_**

**Sprinkler Fitters, Local 483**

**By: \_\_\_\_\_**

**Teamsters, Local 853**

**By: \_\_\_\_\_**

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

**By: \_\_\_\_\_**

**Signatory Unions**

**Asbestos Workers Local 116**

**By: \_\_\_\_\_**

**Boilermakers Local 549**

**By: \_\_\_\_\_**

**Bricklayers & Allied Craftsmen Local 3**

**By: \_\_\_\_\_**

**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: \_\_\_\_\_**

**Cement Masons Local 300**

**By: \_\_\_\_\_**

**Electrical Workers, Local 595**

**By: \_\_\_\_\_**

**Elevator Constructors, Local 8**

**By: \_\_\_\_\_**

**Hod Carriers, Local 168**

**By: \_\_\_\_\_**

**Iron Workers, Local 378**

**By: \_\_\_\_\_**

**Laborers, Local 87**

**By: \_\_\_\_\_**

**Laborers, Local 304**

**By: \_\_\_\_\_**

**Operating Engineers, Local 3**

**By: \_\_\_\_\_**

**Plasterers, Local 66**

**By: \_\_\_\_\_**

**Roofers, Local 81**

**By: \_\_\_\_\_**

**Sheet Metal Workers, Local 104**

**By: \_\_\_\_\_**

**Sign Display, Local 510  
Sprinkler Fitters, Local 483**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Teamsters, Local 853**

**By: \_\_\_\_\_**

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

**By: \_\_\_\_\_**



**Cement Masons Local 300**

By: \_\_\_\_\_

**Electrical Workers, Local 595**

By: \_\_\_\_\_

**Elevator Constructors Local 8**

By: \_\_\_\_\_

**Hod Carriers Local 166**

By: \_\_\_\_\_

**Iron Worker, Local 378**

By: \_\_\_\_\_

**Laborers, Local 67**

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**Labors, Local 304**

By: \_\_\_\_\_

**Operating Engineers, Local 3**

By: \_\_\_\_\_

**Plasterers, Local 66**

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**Roofers, Local 81**

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**Sheet Metal Workers, Local 104**

By: \_\_\_\_\_

**Sign Display, Local 510**

By: \_\_\_\_\_

**Sprinkler Fitters, Local 483**

By: \_\_\_\_\_

**Teamsters, Local 853**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

By: Ch. Timmer

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

By: \_\_\_\_\_

Cement Masons Local 300

By: \_\_\_\_\_

Electrical Workers, Local 595

By: \_\_\_\_\_

Elevator Constructors Local 8

By: \_\_\_\_\_

Hod Carriers Local 166

By: \_\_\_\_\_

Iron Worker, Local 378

By: \_\_\_\_\_

Laborers, Local 67

By: \_\_\_\_\_

Labors, Local 304

By: \_\_\_\_\_

Operating Engineers, Local 3

By: \_\_\_\_\_

Plasterers, Local 66

By: \_\_\_\_\_

Roofers, Local 81

By: \_\_\_\_\_

Sheet Metal Workers, Local 104

By: \_\_\_\_\_

Sign Display, Local 510

By: \_\_\_\_\_

Sprinkler Fitters, Local 483

By: Stanley W. Smith

Teamsters, Local 853

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_



**Cement Masons Local 300**

By: \_\_\_\_\_

**Electrical Workers, Local 596**

By: \_\_\_\_\_

**Elevator Constructors Local 8**

By: \_\_\_\_\_

**Hod Carriers Local 166**

By: \_\_\_\_\_

**Iron Worker, Local 378**

By: \_\_\_\_\_

**Laborers, Local 67**

By: \_\_\_\_\_

**Labors, Local 304**

By: \_\_\_\_\_

**Operating Engineers, Local 3**

By: *James E. Quinn*

**Plasterers, Local 66**

By: \_\_\_\_\_

**Roofers, Local 81**

By: \_\_\_\_\_

**Sheet Metal Workers, Local 104**

By: \_\_\_\_\_

**Sign Display, Local 510**

By: \_\_\_\_\_

**Sprinkler Fitters, Local 483**

By: \_\_\_\_\_

**Teamsters, Local 853**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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Glaziers, Architectural Metal and  
Glassworkers Local 169, Painters  
and Tapers Local 3)**

By: \_\_\_\_\_

Cement Masons Local 300

By: \_\_\_\_\_

Electrical Workers, Local 595

By: \_\_\_\_\_

Elevator Constructors Local 8

By: \_\_\_\_\_

Hod Carriers Local 166

By: \_\_\_\_\_

Iron Worker, Local 378

By: \_\_\_\_\_

Laborers, Local 67

By: \_\_\_\_\_

Labors, Local 304

By: \_\_\_\_\_

Operating Engineers, Local 3

By: \_\_\_\_\_

Plasterers, Local 66

By: \_\_\_\_\_

Roofers, Local 81

By: \_\_\_\_\_

Sheet Metal Workers, Local 104

By: \_\_\_\_\_

Sign Display, Local 510

By: Joseph B. Toback

Sprinkler Fitters, Local 483

By: \_\_\_\_\_

Teamsters, Local 853

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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Glassworkers Local 169, Painters  
and Tapers Local 3)

By: \_\_\_\_\_



Cement Masons Local 300

Electrical Workers, Local

595 Elevator Constructors

Local 8 Hod Carriers Local

166

Iron Worker, Local 378

Laborers, Local 67

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Operating Engineers, Local 3

Plasterers, Local 66

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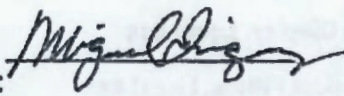
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Page 36 of 40  
County of  
Alameda

Countywide Project Stabilization/ Community Benefits  
Agreement

**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)

Contractor Project# \_\_\_\_\_

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Fax)




MEMORANDUM OF UNDERSTANDING

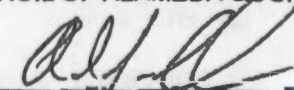
COUNTY OF ALAMEDA  
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT

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

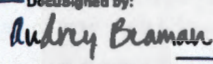
BUILDING AND CONSTRUCTION TRADES  
COUNCIL OF ALAMEDA COUNTY

By:   
President, Board of Supervisors

By:   
Andreas Gluwer, Secretary Treasurer

Date: JUL 16 2019

APPROVED AS TO FORM:  
DONNA R. ZIEGLER, COUNTY COUNSEL

Decussed by:  
By:   
Name: Audrey Beaman  
Title: Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING**

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

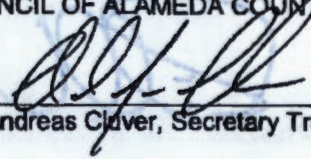
In the event the County decides to cover any given Project with an Owner Controlled Insurance Program (OCIP) during the life of the PS/CBA, the following language will apply:

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 OOP 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

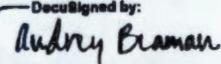
BUILDING AND CONSTRUCTION TRADES  
COUNCIL OF ALAMEDA COUNTY

By:   
President, Board of Supervisors

By:   
Andreas Clover, Secretary Treasurer

Date: JUL 16 2019

APPROVED AS TO FORM:  
DONNA R. ZIEGLER, COUNTY COUNSEL

Designated by:  
By:   
Name: Audrey Beaman  
Title: Deputy County Counsel



**MEMORANDUM OF UNDERSTANDING**

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

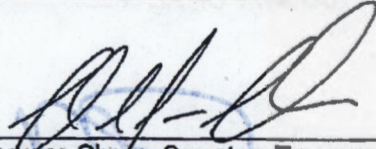
The parties agree that the PLA to which this letter is addended shall not apply to any contracts entered into by the Alameda County Public Works Agency for a period of one year from the effective date of the PLA, except that any and all trucking, as described in Article 5.4 of said PLA, shall be covered 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 AND CONSTRUCTION TRADES  
COUNCIL OF ALAMEDA COUNTY

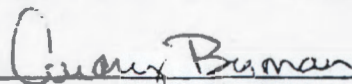
By:   
President, Board of Supervisors

By:   
Andreas Cluyer, Secretary Treasurer

Date: JUL 16 2019

Date: 8/30/18

APPROVED AS TO FORM:  
DONNA R. ZIEGLER, COUNTY COUNSEL

By:   
Deputy County Counsel

## SECTION 010100

## SUMMARY OF WORK FOR GLASS REPLACEMENT

## PART 1 – GENERAL

## 1.01 GENERAL REQUIREMENTS

- A. The provisions of this Section are subject to the terms and conditions of the Construction Contract and Exhibits thereto between Owner and Contractor ("Contract"). Capitalized terms used in this Section have the same meanings as contained in the Contract unless otherwise defined herein. In the event of any conflict between the terms and conditions contained in the Contract and the terms and conditions contained in this Section or any other Section of these Technical Specifications, the terms and conditions of the Contract shall control.

## 1.02 SUMMARY

- A. This section includes the following:

1. Glass Replacement at 7th floor window. See attached photo of single glass window to be replaced. Photo provided at the end of this specification section.
2. Code Requirements

## 1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Building K Exterior Maintenance: Sealant Replacement and Elastomeric Coating Installation, Highland Hospital, Oakland, CA.
- B. Project Engineer Identification: Simpson Gumpertz & Heger Inc., 100 Pine Street, Suite 1600, San Francisco, CA.
- C. The Contract Documents: Dated 28 February 2020 prepared for the Project by Simpson Gumpertz & Heger Inc.
- D. The Work in this section includes:
1. Remove existing broken window lite.
  2. Replace broken lite with new lite to match existing.
    - a. Basis of Design: 46"x 54" x 1" OA VS\*-08 Insulated HS/HS Spandrel: 1/4" Evergreen HS, VS-08 #2, 1/2" VTS- Argon, 1/4" Clear HS Vira Spandrel V948 #4.
  3. Include replacement of accessories as needed, including but not limited to walk blocks, gaskets and seals
- E. Project General Requirements



1. Include all miscellaneous work associated with completion of the Work in this section in accordance with the Construction Documents. This shall include, but not be limited to, staging or other access to the building, incidental shoring, barricades, cleanup, dust and fume control, noise control, layout, equipment, waste disposal, documentation, obstruction removal and replacement.
2. Provide the Engineer and Owner with access and assistance to reach all areas of the building where the Work will be performed, including incidental labor and facilities.
3. Remove and dispose of existing materials included in this Scope of Work in accordance with all federal, state, and local requirements.
4. Remove and dispose of construction waste in accordance with all federal, state, and local requirements, as well as manufacturer's safety recommendations.

#### 1.04 CODE REQUIREMENTS

- A. Comply with applicable building codes with local additions and amendments:

1. 2016 California Existing Building Code

#### 1.05 USE OF PREMISES

- A. As defined in Division 1 of the project specifications.

#### 1.06 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with Owner's operations.

#### 1.07 WORK RESTRICTIONS

- A. As defined in Division 1 of the project specifications.

### PART 2 – PRODUCTS

Not Used.

### PART 3 – EXECUTION

Not Used.

#### END OF SECTION

(Photo of location of glass replacement immediately following this specification section)



Broken window



## SECTION 079200

## JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Remove existing sealant and prepare substrates for sealant installation.
- B. Install sealant and backing for the following applications:
  - 1. Plaster floor line joints.
  - 2. Joints between plaster assembly and window framing.
  - 3. Joints between plaster assembly and louvers.
  - 4. Window glazing to metal frame. Infill metal panel wall cladding joints
  - 5. Plaster assembly terminations.
  - 6. Parapet caps.
  - 7. Penetrations.
  - 8. Miscellaneous existing exterior sealant joints
- C. Install extruded silicone tape for the following applications:
  - 1. Window frame joints

## 1.3 RELATED SECTIONS

- A. Work related to the Section includes, but is not limited to, the following:
  - 1. Section 099653-Elastomeric Coating

## 1.4 REFERENCES

- A. American Society for Testing and Materials, ASTM.
- B. ANSI/ASTM D1056 — Flexible Cellular Materials — Sponge or Expanded Rubber.
- C. ANSI/ASTM D1565 — Flexible Cellular Materials — Vinyl Polymers and Copolymers.
- D. FS TT-S-00230 — Sealing Compound: Elastomeric Type, Single Component.

- E. SWI (Sealing and Waterproofer's Institute) — Sealant and Caulking Guide Specification.

## 1.5 SUBMITTALS

- A. Product data and samples, for each type and color of joint sealant.
- B. Product test reports, from an independent qualified testing agency, for compliance with:
  - 1. Testing in accordance with ASTM C719 and ASTM C920 using building substrates and production run materials for this project and application procedures in this specification.
- C. Submit manufacturer's installation instructions.
- D. Job site mock-up:
  - 1. Incorporate the work specified in this Section.
  - 2. Rebuild the mock-up as many times as required to meet the Engineer's approval.
  - 3. Schedule the mock-up installation to leave adequate time for sealant cure, testing and reconstruction, if needed, without delay of the project.
  - 4. Coordinate mock-up construction with other trades.
  - 5. Approved mock-up will become part of the finished work and serve as a standard of acceptability for the remaining work

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer, approved by the sealant manufacturer, who has specialized in installing joint sealants similar in material, design and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with minimum 5 years record of successful in-service performance.
- B. Testing and Inspection
  - 1. Sealant Adhesion Field Tests
    - a. Prior to start of sealant application, construct a mock-up using specified surface preparation and sealant installation on aluminum frame and cement plaster accessories.
    - b. Notify Engineer at least 48 hours prior to start of installation and testing so he can be present.
  - 2. Procedure for Sealant Adhesion Field Test
    - a. Construct three 10 in.-long x 1 in.-wide x 1/4 in.-thick strips of sealant over each substrate. Apply bond breaker tape to the substrate under the last 2 in. of the sealant at each end of the strips to provide a tab for peel testing.
    - b. For all existing materials, cure the samples 21 days at min. temperature of 50° F.



- c. After curing grasp strip sample end tabs and pull 90 degrees to the surface.
- d. Acceptable application, cohesive failure (tearing within itself) with no adhesive (debonding) failure.
- e. If sample debonds, the sealant manufacturer shall make written recommendations regarding changes in surface preparations or primers. Submit recommendations to the Engineer for approval.
- f. Repeat sealant adhesion trials as required to produce an acceptable application.

3. Sealant Manufacturer

- a. Observe mock-up construction and testing.
- b. Observe initial day of sealant installation.
- c. Visit site and observe work at least once every two weeks.
- d. Issue a written report recording surface preparation procedures, sealant application procedures, and stating the work conforms to the manufacturer's recommendations and these specifications. Note departures from these requirements and recommendations for necessary corrective actions.

4. Owner reserves the right to perform water testing of any area that has been repaired.

5. Test joint backings and release tapes for compatibility.

1.7 MOCK-UP Repairs Testing

- A. Coordinate mock-up installation and testing with Architect/Engineer, Owner, and manufacturer's representative.
- B. Following successful adhesion testing as specified above, provide mock-ups of the following completed components within the test area:
  - 1. Wet-sealing replacement at glazing to window frame.
  - 2. Sealant joint replacement at window perimeters
  - 3. Window frame seal installation,
  - 4. Sealant installation at aluminum reveals in cement plaster assembly
  - 5. Elastomeric coating installation over cement plaster in accordance with specification section 099653 "Elastomeric Coating".
- C. Perform window water testing in accordance with AMA 502-02 and ASTM E1105. Contractor to fabricate test chambers and assist with providing logistical support for testing. Engineer will provide instrumentation, observation and reporting of results.
  - 1. Test Procedures: Test under uniform and cyclic static air pressure.
  - 2. Static-Air-Pressure Difference: 6.24 psf minimum.
  - 3. Water Penetration: None.
- D. The purpose of the mock-up is to provide the Owner, Contractor and Project Engineer with a mutually agreed upon type and quality of work that is required to satisfy the requirements of the project.

- E. If the repairs fail the test, make repairs and retest at no additional cost to owner.
- F. Completed mock-ups shall be protected during the work as standards for the remainder of the installation.

#### 1.8 DELIVERY, STORAGE AND HANDLING

- A. All materials are to be of recent manufacture and delivered to the job site in original unopened containers with the manufacturer's name, number, batch identification and date of production.
- B. Do not use materials whose shelf life has expired.
- C. Remove from the job site any materials or incomplete waterproofing work exposed to moisture or rejected by the Engineer.

#### 1.9 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.
- B. Store all materials between 40°F and 80°F; if exposed to lower temperatures, restore to proper temperatures before use.
- C. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by manufacturer or are below 40°F or over 95°F.
  - 2. When joint substrates are damp, or humidity conditions are outside limits permitted by sealant manufacturer.
  - 3. If inclement weather is forecast within 36 hours.

#### 1.10 SEQUENCING AND SCHEDULING

- A. Coordinate the work of this Section with all Sections referencing this Section.
- B. Attend preconstruction conference to discuss the work and coordinate with other trades.

#### 1.11 WARRANTY

- A. Manufacturer's warranty: Written warranty, signed by manufacturer, agreeing to furnish joint sealants and accessories to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period. Include coverage of installed sealants and accessories that fail to achieve airtight and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.



1. Warranty period: 20 years from date of Substantial Completion.
- B. Contractor's warranty: Written warranty, signed by Installer, agreeing to repair or replace sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty period: 5 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another, with sealant and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

### 2.2 SEALANTS

- A. Products
  1. Cement Plaster Accessory Joints:
    - a. 795 Silicone Building Sealant by Dow Corning.
  2. Window, Metal Panel, and Wet Seal Glazing Joints:
    - a. 795 Silicone Building Sealant by Dow Corning.
- B. Colors, to be approved by Owner.
- C. Acceptable alternate: Equivalent GE Momentive Silicone Sealant.

### 2.3 PREFORMED SILICONE-SEALANT SYSTEM

- A. Products
  1. Extruded Tape at Mullion Frame Joints:
    - a. 123 Silicone Seal by Dow Corning.
- B. Colors, to be approved by Owner.
- C. Acceptable Alternate: Equivalent GE Momentive Preformed Silicone-Sealant System.
  1. Coordinate with products submitted under Specification Section 099653
    - a. Elastomeric Coating and Silicone Sealants must be from same Manufacturer

## 2.4 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer for each different substrate.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer for each different substrate.
- C. Bond Breaker Tape: Pressure-sensitive polyethylene, adhesive-backed, 0.006 in. thick tape, in widths required, recommended by sealant manufacturer to suit application and compatible with joint sealants.
- D. Backer Rod: Closed-cell, non-gassing, polyethylene foam, 30 to 50 percent larger than joint width.
- E. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint-sealant performance.
- B. Verify site conditions and field dimensions by field measurement. Notify the Engineer immediately of any inconsistency between existing conditions and the specifications. The Engineer will determine what modifications or additional repairs are necessary.
- C. Examine all surfaces to receive sealant for roughness, contaminants, or other conditions that will impair the sealant application. Inform the Engineer in writing of such conditions. Do not commence work until all defects are remedied.
- D. Beginning installation means installer accepts existing substrate.

### 3.2 PREPARATION

- A. All surfaces must be clean and dry before preparation begins.
- B. Remove all foreign material from joint substrates, including dust, oil, and grease.
- C. Prior to applying primer and installing backer rod, clean all substrates.
- D. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading or a combination of these methods to produce a clean, sound substrate. Remove loose particles remaining from cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Use non-metallic brushes or grinding blade.

- E. Clean nonporous surfaces with chemical, non-staining cleaners.
  - 1. Use two clean, white, soft, lint-free cotton cloths and clean, fresh joint cleaner as required to clean the different substrates.
    - a. Wet one cloth with cleaner and wipe the surface vigorously. Use second cloth to clean the surface before solvent evaporates. Continue two-cloth procedure until surface does not discolor cloth. Repeat once more.
    - b. Do not dip cloth into solvent to avoid contamination of solvent. Pump solvent on to first cloth.
    - c. Do not solvent clean at temperatures below 40° F.
    - d. Dispose of cloths and chemical containers daily.

### 3.3 INSTALLATION

#### A. Primer

- 1. Mask all surfaces, do not allow primer on exposed surfaces.
- 2. Pour primer in clean container for use. Do not pour more than a 10-minute supply into container.
- 3. Replace cap on primer immediately, remove any thickened or degraded primer from site.
- 4. Apply primer with a clean brush to clean and dry substrates. Prime all surfaces to receive sealants. Use only one coat of primer.
- 5. Allow primer to dry as required by manufacturer's specifications.
- 6. Do not allow primer to become wet or dirty before sealant application.

#### B. Backer Rod

- 1. Install clean, dry backer rod into joint openings against dry substrates. Use specialized tool to accurately set depth of rod. Account for concave tooling of joints.
- 2. Place the rod so the sealant depth measured at the center of the joint after tooling is one-half of the sealant joint width.
  - a. Minimum depth: 1/4 in.
  - b. Maximum depth: 1/2 in.
- 3. Change rod sizes, as required by variation in joint widths.
- 4. Butt ends together, do not twist rods together.
- 5. Do not touch or otherwise contaminate substrate surfaces while inserting backer rod.
- 6. Do not rupture skin of backer rod; remove any rod containing punctures.
- 7. Install only as much backer rod as can be sealed in the same day.

#### C. Bond Breaker Tape

- 1. Install bond breaker tape at locations as detailed against dry substrates.
- 2. Install only as much bond breaker tape as can be sealed in the same day.



## D. Sealant

1. Apply sealant only to clean, dry, primed surfaces at ambient temperatures above 40° F.
2. Seal joints within 10 hours of primer application.
3. Inspect sealant cartridge and verify the production date is within 6 months of the date of application. Remove from site all sealant more than 6 months old.
4. Verify correct backer rod or bond breaker tape positioning before applying sealant.
5. Follow manufacturer's recommendations for proper joint geometry.
6. Fill all joints solidly and continuously with sealant, neatly applied with standard caulking gun in a continuous motion using a slight pressure. "Push" the sealant bead ahead of the nozzle. Do not drag the nozzle.
7. Tool joint surface within 5 minutes of sealant application and before skin develops on sealant. Use a concave tool to insure intimate contact with the substrate and eliminate air bubbles. Do not use fingers to tool sealants. Avoid 3-sided adhesion at all sealant joints.
8. Do not use chemicals, soaps, water, waxes or any liquids on tooling equipment or for tooling. Provide a smooth, uniform finished surface. Provide flush joint configuration for fillet seals and concave joint configuration for all other seals, unless otherwise indicated, per ASTM C 1193.
9. Sequence work to prevent contamination of fresh sealant by dust or other debris.

## E. Preformed Silicone-Sealant Systems

1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
2. Apply a bead of silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's printed schedule and covering a bonded area of not less than 3/8 inch. Hold edge of sealant bead inside of masking tape by 1/4 inch. Apply sealant bed where indicated.
3. Within 10 minutes of sealant application, press silicone extrusion or molded pieces into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and uniform contact between sealant and both extrusion and substrate. Install fillet bead of sealant along edges of extrusions and molded pieces.
4. Complete installation of horizontal joints before installing vertical joints. Lap vertical joints over horizontal joints. At end of joints, cut silicone extrusion with a razor knife, or sharp scissors.

## F. Wet Seal

1. Cut gasket flush with surface of window frame using approved cutting jig. Do not allow cutting blade to contact glass.
2. Prepare metal and surfaces per Section 3.2.
3. Apply sealant and tool surface within 5 minutes of sealant application and before skin develops on sealant. Use a concave tool to ensure intimate contact with the substrate and eliminate air bubbles. Provide 1/4 in. (minimum) bond to glass and metal surfaces.

4. Do not use any liquid for tooling. Provide a smooth, uniform finished surface and straight lines on the glass surface.

### 3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the work progresses by methods approved in writing by manufacturers.
- B. Upon completion of a drop, clean excess materials from sealant removal and repairs from the façade.
  1. Use pressure washer
    - a. Do not damage surfaces.

### 3.5 PROTECTION OF FINISHED WORK

- A. Protect joints sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes, so that sealants are without deterioration or damage at time of Substantial Completion. If damage occurs, cut out and remove damaged or deteriorated joint sealants immediately and repair so installations are indistinguishable from the original work.

END OF SECTION



# COUNTY OF ALAMEDA

## ATTENDEES LIST

**Highland Hospital Koret Building  
Exhaust Fan and Waterproofing  
Alameda County GSA Project # 2043  
Zoom Pre-Bid Meeting on July 7, 2020**

**This County of Alameda, General Services Agency (GSA), Attendees List has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This Attendees List will also be posted on the GSA Contracting Opportunities website located at [http://acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)**



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.



The following participants attended the Zoom Meeting and provided their information:

	Company Name / Address	Representative	Contact Information
1.	DM Figley 10 Kelly Court Menlo Park, CA.	Reuben Figley	Phone: <b>650-288- 8572</b> E-Mail: <b>rfigley@dmfigley.com</b> Prime Contractor: <b>N/A</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>Yes</b>
2.	Alameda County Contractor Technical	Judy Singharath	Phone: <b>415 810-1530</b> E-Mail: <b>judy@imwis.com</b> Prime Contractor: <b>N/A</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>N/A</b>
3.	SBAY Construction, Inc. 2901 Moorpark Ave. Ste. #220 San Jose, CA 95128	Al Matin	Phone: <b>408-490-4390</b> E-Mail: <b>ALMATIN@sbayconstruction.com</b> Prime Contractor: <b>Yes</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>N/A</b>
4.	Rodan Builders Inc. 3486 Investment Blvd. Hayward, CA	Dan Oliver	Phone: <b>650-576-1720</b> E-Mail: <b>doliver@rodanbuilders.com</b> Prime Contractor: <b>Yes</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>N/A</b>
5.	PULLMAN 6400 Goodyear Road Benicia, CA	Laura Ellington	Phone: <b>510-524-3991</b> E-Mail: <b>lellington@pullman-Services.com</b> Prime Contractor: <b>No</b> Subcontractor: <b>Yes</b> Certified SLEB: <b>N/A</b>
6.	Marcon Builders 8108A Capwel Drive Oakland, CA.	Pawan Bagul	Phone: <b>510-639-1914</b> E-Mail: <b>pawan@marconcompany.com</b> Prime Contractor: <b>Yes</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>N/A</b>
7.	Marina Mechanical Inc. 799 Thornton Street San Leandro, CA.	Ben Balleza Jr.	Phone: <b>(510) 725-2226</b> E-Mail: <b>bballeza@marinam.com</b> Prime Contractor: <b>No</b> Subcontractor: <b>Yes</b> Certified SLEB: <b>Yes</b>
8.	AWR	Robert Hill	Phone: <b>(562) 234-3716</b> E-Mail: <b>rjhill111@yahoo.com</b> Prime Contractor: <b>Yes</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>N/A</b>

	Company Name / Address	Representative	Contact Information
9.	CWS Construction –Group 94 SanBeneto Way Novato, CA.	William Cestarollo	Phone: <b>415-599-6545</b> E-Mail: <b>charliejr.cws@gmail.com</b> Prime Contractor: <b>Yes</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>Yes</b>
10.	Patriot Contracting Inc.	Emigdio Robles	Phone: <b>510- 755-4032</b> E-Mail: <b>erobles@patriotcontracting.us</b> Prime Contractor: <b>Yes</b> Subcontractor: <b>No</b> Certified SLEB: <b>Yes</b>
11.	CF Contracting Inc. 96 Forrest Avenue Fairfax, CA.	CF	Phone: <b>415- 573-5072</b> E-Mail: <b>mwangi@cfcontracting.com</b> Prime Contractor: <b>Yes</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>Yes</b>
12.	Alpha Restoration 218 Littlefield Ave. South San Francisco, CA.	Jerry Cooper	Phone: <b>415-335-3615</b> E-Mail: <b>chris@alpharestoration.com</b> Prime Contractor: <b>No</b> Subcontractor: <b>Yes</b> Certified SLEB: <b>N/A</b>
13.	Bel Air Mechanical 1818 Arnold Industrial Place Concord, CA	Bruce	Phone: <b>925-719-0444</b> E-Mail: <b>bruce@belairmechanical.com</b> Prime Contractor: <b>No</b> Subcontractor: <b>Yes</b> Certified SLEB: <b>N/A</b>
14.	Rainbow Waterproofing 600 Treat Ave. San Francisco,CA.	Jessica Walitt	Phone: <b>415-596-7184</b> E-Mail: <b>jwalitt@rainbow415.com</b> Prime Contractor: <b>N/A</b> Subcontractor: <b>Yes</b> Certified SLEB: <b>N/A</b>
15.	Urban Waterproofing 120 Lisbon Street San Rafael, CA.	Nathan Sills	Phone: E-Mail: <b>Nathan.sills@urbanco.com</b> Prime Contractor: <b>N/A</b> Subcontractor: <b>N/A</b> Certified SLEB: <b>N/A</b>
16.	Urban Waterproofing 120 Lisbon Street San Rafael,CA.	Evan Shen	Phone: <b>415- 306-3955</b> E-Mail: <b>evan.shen@urbanco.com</b> Prime Contractor: <b>N/A</b> Subcontractor: <b>Yes</b> Certified SLEB: <b>N/A</b>

	Company Name / Address	Representative	Contact Information
17.	Western Specialty Contractors 15061 Wicks Boulevard 92 San Leandro, CA	Ricky Gonzales	Phone: <b>415-486-7781</b>
			<b>E-Mail:ricky@westerngroup.com</b>
			Prime Contractor: <b>N/A</b>
			Subcontractor: <b>Yes</b>
			Certified SLEB: <b>N/A</b>
18			Phone:
			E-Mail:
			Prime Contractor:
			Subcontractor
			Certified SLEB:
19			Phone:
			E-Mail:
			Prime Contractor:
			Subcontractor:
			Certified SLEB: <b>N/A</b>
20			Phone:
			E-Mail:
			Prime Contractor:
			Subcontractor:
			Certified SLEB:
21			Phone:
			E-Mail:
			Prime Contractor:
			Subcontractor:
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22			Phone:
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			Subcontractor:
			Certified SLEB:
23			Phone:
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			Prime Contractor:
			Subcontractor:
			Certified SLEB:
24			Phone:
			E-Mail:
			Prime Contractor:
			Subcontractor:
			Certified SLEB:



**Alameda County  
Contractor Technical Assistance Program**

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**Administered by Merriwether & Williams Insurance Services**

**CONTRACTOR TECHNICAL ASSISTANCE PROGRAM**

The Contractor Technical Assistance Program (CTAP) was implemented by Alameda County to assist small local contractors in building capacity, including obtaining and/or increasing their bonding capacity for work on Alameda County contracts. The program is sponsored by the General Services Agency (GSA) and administered by Merriwether & Williams Insurance Services.

**SERVICES**

CTAP assembles a team of professionals to assist small local contractors in preparing for contracting opportunities, by identifying strategies to help them strengthen and grow their businesses. This is done by providing one-on-one consultation with the contractor and technical assistance including contractor-focused group workshops and seminars.

CTAP works with Contractors to help them obtain bid, payment and performance bonds and improve their existing relationships with surety providers if they have them. Contractors who participate in CTAP are eligible for guarantees up to 40% of the bond amount or \$750,000, whichever is less for work on Alameda County contracts.

**ELIGIBILITY**

Contractors that are both:

- Located in Alameda County **and**
- Eligible to participate in one of the following certifications:
  - Alameda County Small Local Emerging Business (SLEB)
  - State Small Business Enterprise (SBE)
  - US Department of Transportation Disadvantaged Business Enterprise (DBE)
  - MBE, WBE, and LBE

For information about the SLEB program contact the Auditor Controller Agency -Office of Contract Compliance at (510) 891-5500.

For information about the SBE program contact the General Services Agency – Office of Acquisition Policy at (510) 208-9617.

For information about the DBE program contact the Public Works Agency at (510) 670-5243.

**COST**

- Contractors / Subcontractors are responsible for bond premiums
- There is no charge for CTAP-sponsored workshops and seminars
- Fees may be associated with certain workshops/seminars sponsored by Merriwether and Williams Insurance Services.

We encourage any contractors needing assistance with bonding on Alameda County projects to contact:

**MERRIWETHER & WILLIAMS**

Carol Henry, Program Manager  
Alameda County Contractor  
Technical Assistance Program

[Carol@imwis.com](mailto:Carol@imwis.com)

510-740-6922 ext. 710