

DOCUMENT 00 62 30

SUBCONSULTANT/SUBCONTRACTOR PROCUREMENT

1. GENERAL.

- 1.1 Design Builder shall use only subconsultants and Subcontractors selected in accordance with the requirements of this Document 00 62 30. Design Builder shall comply with the County's Enhanced Construction Outreach Program (ECOP), Small Local Emerging Businesses (SLEB) Program, Contractor Bonding Assistance Program (CBAP) and First Source Agreement in selecting Subcontractors and subconsultants, see Documents 00 62 38 (Enhanced Construction Outreach Program), 00 62 40 (Small Local Emerging Businesses Program), 00 62 20 (Contract Bonding Assistance Program), and 00 62 40.05 (First Source Agreement).
- 1.2 Design Builder must use the mechanical contractor and engineer (and if the Design Builder is a partnership, limited partnership, or other association, the partners, general partners, and association members) Design Builder identified in its responses to the document entitled "Request for Pre-Qualification of Design-Build Entities for the County of Alameda HVAC and EMCS Harbor Bay Project, dated January 12, 2017 ("RFQ"), and any amendments, modifications or supplements thereto (the "Pre-Qualification Information"). Design Builder may not substitute or replace its mechanical contractor or lead engineer (or any of its partners, general partners, association members) except upon providing the County with satisfactory evidence of the party's default or other good cause. Any substitute or replacement entity must meet the minimum Pre-Qualification requirements for the position for which it is proposed. Design Builder may make such a substitution or replacement only with prior written approval of the County.
- 1.3 Any subconsultant or Subcontractor identified in the Pre-Qualification Information is eligible to perform Work as provided in the Pre-Qualification Information, provided that subconsultant or Subcontractor is otherwise eligible to perform Work as provided in the Contract Documents.
- 1.4 With the prior approval of the County, Design Builder may substitute or replace a subconsultant or Subcontractor identified in the Pre-Qualification Information (other than the mechanical contractor or lead engineer) in the same manner as it procures other subconsultants and subcontractors, as provided for herein. For any such substitution or replacement, the Design Builder shall submit to the County, for its review and approval, all information on the new Subcontractor that was required for Subcontractors in the RFQ.

2. SUBCONSULTANT/SUBCONTRACTOR PROCUREMENT PLAN.

- 2.1 As required by Document 00 11 19 (Request for Proposals from Design-Build Entities), Design Builder's Proposal shall include a Subconsultant/Subcontractor Procurement Plan ("Procurement Plan").

- 2.2 The Procurement Plan shall, in narrative form, detail Design Builder's planned approach to packaging the Work for bidding to Subcontractors and its selection method for all subconsultants and Subcontractors, excluding only subconsultants and Subcontractors identified in paragraphs 1.2 and 1.3 above, to be used by Design Builder. This plan shall include, but is not limited to, the following:
- 2.2.1 A list of all expected or anticipated subconsultant/Subcontractor bid packages or contracts, broken down by category of service, including pre-construction, design, and construction phases.
 - 2.2.2 A description of the scope of Work for each Subcontract.
 - 2.2.3 The qualification criteria to be used in selecting the subconsultant/Subcontractor for each Subcontract.
 - 2.2.4 The estimated costs to complete the scope of Work for each package or Subcontract.
 - 2.2.5 The proposed method of selection (i.e., low bid, informal bid, competitive negotiation, best value, etc.), including all items described in Paragraph 3.0 below (to the extent applicable).
 - 2.2.6 A description of how the proposed manner of awarding subcontracts will further the best interests of the County and promote best value design and construction.
 - 2.2.7 In separate sections of the proposed Procurement Plan, confirmation that the Procurement Plan represents a committed and realistic plan to achieve compliance with the County's Enhanced Construction Outreach Program, Small Local and Emerging Business Program, and First Source Program as required by Documents 00 62 38 (Enhanced Construction Outreach Program) and 00 62 40 (Small Local Emerging Businesses Program) and to comply with the requirements of Document 00 62 20 (Contractor Bonding Assistance Program). As part of each such section of its proposed Procurement Plan, Design Builder shall submit the all forms required by Documents 00 62 38 and 00 62 40 through 00 62 40.05.
 - 2.2.8 A description of any Subcontract commercial terms that differ from the Contract Documents, and of any intended subconsultant/ Subcontractor liquidated damage measures.
- 2.3 The Design Builder shall make any revisions to its Procurement Plan reasonably requested by the County. Following receipt of a finally accepted Procurement Plan, the Design Builder shall implement the Procurement Plan.

3. OTHER REQUIREMENTS.

- 3.1 As required by Public Contract Code § 22166(a), all subcontractors bidding on contracts to perform Work, other than those described in paragraphs 1.2 and 1.3 above,

shall be afforded the protections contained in Chapter 4 (commencing with § 4100) of Part 1 of the Public Contract Code. Without limiting the foregoing, Design Builder shall do both of the following:

- 3.1.1 Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County.
- 3.1.2 Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established in the Procurement Plan.

END OF DOCUMENT

DOCUMENT 00 62 38

**ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) –
DESIGN-BUILD**

PART 1 GENERAL

1. PURPOSE

- 1.1. It is the express purpose of the Enhanced Construction Outreach Program (ECOP) to encourage the participation of

- Minority Owned Business Enterprises (MBE),
- Woman Owned Business Enterprises (WBE),
- Local Business Enterprises (LBE) and
- Small Local Business Enterprises (SLBE)

In the County of Alameda, General Services Agency (GSA) capital projects to ensure that all contracting firms receive an equal opportunity to bid and receive work for this Project. The ECOP encourages the inclusion of small businesses in this construction contract in accordance with Public Contract Code Section 2002.

- 1.2. It is also the purpose of this program to encourage businesses to locate and remain in Alameda County, to employ residents of Alameda County, and to spend County funds for County construction projects within the County.
- 1.3. In addition, for this project, the County is interested in contracting with those businesses that can demonstrate the ability and willingness to provide jobs required to complete this project to local apprentices, youth, unemployed and under-employed County residents.
- 1.4. In the event of conflict between the terms of this Document 00 62 38 and any other Sections of the bid documents for this Project, the terms of this Document 00 62 38 shall take priority.
- 1.5. By responding to this request for proposal, DBE acknowledge and agree to all Document 00 62 38 ECOP provisions contained herein.
- 1.6. Contractor shall meet the agreed upon ECOP requirements **within 15 Business Days of the date non-compliance began** or pursuant to written notice from the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to an ECOP subcontractor if the work is not performed by the listed ECOP business.

2. APPLICATION

- 2.1. The provisions outlined in this Document 00 62 38 apply to the Design Build Agreement for construction of the **HVAC and EMCS Harbor Bay Project** and to each non-design services subcontractor procurement package included in the Design Builder's Subconsultant/Subcontractor Procurement Plan (Document 00 62 30). This Project is

funded solely with local dollars and these provisions shall apply to all work performed under any contract awarded as a result of this competitive process.

- 2.2. To be considered for a contract award, any DBE who fails to meet the Enhanced Construction Outreach Program (ECOP) goals identified herein for prequalified and known (listed) subcontractors as of the date of Phase II Proposal submissions shall be required to demonstrate to the satisfaction of the County that a good faith effort (GFE) was made in accordance with the GFE requirements criteria listed in Paragraph 6.9 (GFE 1-9), below.
- 2.3. Subcontractors of all tiers may contribute toward achieving the ECOP goals.
- 2.4. The calculation of ECOP goals achieved during the term of the Contract will be based on the net confirmed payments received, as evidenced in the Elation Systems. All payments made to ECOP subcontractors contributing toward the goals must be documented in the Elation Systems. Payments to non-ECOP contributing subcontractors need not be included unless they, or one of their lower tier subcontractors, make a payment to a subcontractor contributing toward achieving the ECOP goals (or if otherwise required to comply with the Labor Compliance Program).
- 2.5. To be considered compliant with the DBE's obligation to satisfy the ECOP goals in its Procurement Plan (Document 00 62 30 (Subconsultant/Subcontractor Procurement)), for each subcontractor Procurement Package the DBE must either show that it has met the ECOP goals identified herein for that Procurement Package or it shall demonstrate to the satisfaction of the County that a GFE was made in accordance with the GFE requirements criteria listed in Paragraph 6 below for the applicable Procurement Package; provided, however, that if the aggregate of all Subcontractor Procurement Packages combined with the ECOP goal percentages for the prequalified DBE subcontractors and other subcontractors listed in the DBE's Phase II Proposal meets the ECOP goals identified herein then the DBE will have satisfied the ECOP Program goals.

3. DEFINITIONS

- 3.1 Local Business Enterprise (LBE). For the purposes of this program, a Local Business Enterprise means a business that is a firm or dealer with fixed offices located in and having a street address within the County for at least six (6) months prior to the date upon which the Request for Proposals (Document 00 11 19) is issued and which holds a valid business license issued by the County or a city within the County.
- 3.2 Minority or Women Business Enterprise (M/WBE). An M/WBE, for the purposes of this program, is a Small Business Enterprise (SBE) as defined by the State of California that meets both of the following criteria:
 - At least fifty-one percent (51%) of the business is owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one or more minority persons or women; and
 - Whose management and daily business operations are controlled by one or more such individuals.

An M/WBE must be certified as such or recognized as such by organizations whose certification is accepted by and/or meets the State Department of Transportation

requirements or by local agencies identified by the County of Alameda as having effective certification programs. Validation of the current certification by one of the following local agencies (or such other agencies that the County may subsequently recognize) must be provided with the bid response:

When a State SBE definition is met:

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

- 3.3 **Minority Person.** Minority person, for purposes of this section, means Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan).
- 3.4 **Responsible Bidder.** A responsible bidder is one that meets all of the requirements and provisions of the bid specifications and related documents, including those in this Document 00 62 38 that require DBE to meet ECOP goals or make a good faith effort to do so.
- 3.5 **Small Business Enterprise (SBE).** For the purposes of this program an SBE meets the current State of California definition of a small business, which is one that:
- Must be independently owned and operated;
 - Cannot be dominant in its field of operation;
 - Must have its principal office located in California;
 - Must have its owners (or officers in the case of a corporation) domiciled in California; and
 - Together with its affiliates, be either:
 - A business with 100 or fewer employees, and average annual gross receipts of \$14 million or less over the previous three tax years, or
 - A manufacturer with 100 or fewer employees.

An SBE must be certified as such or recognized as such by organizations whose certification is accepted by the State Department of Transportation or by local agencies identified by the County to have effective certification programs. Validation of the current certification by one of the following local agencies must be provided with the bid response:

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

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

a city within the County.

4. ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) GOALS

- 4.1. MBE Participation Subcontracting – 15% Goal. This program shall include Subcontractors, suppliers and truckers. Any DBE at the time of submitting Phase II Proposals for the Design Build contract who fails to meet the MBE goals described herein with its prequalified and listed subcontractors must demonstrate to the satisfaction of the County that a good faith effort was made and/or will be made as a part of its Procurement Plan to meet these goals in order to be considered for a contract award.
- 4.1.1. The County shall require that in order to be awarded a contract; a DBE must show that a good faith effort was made and/or will be made in its Procurement Plan to provide at least fifteen percent (15%) of the total “Construction Total” amount listed in the DBE’s Proposal Form (Document 00 42 53) to MBE sub-contractor firms. In the event of a change in the “Construction Total,” by contract modification or otherwise, the DBE’s MBE participation goal will be recalculated to reflect that change.
- 4.1.2. The MBE goals must be achieved by the use of MBE subcontractors, suppliers and/or truckers. If the DBE plans to perform all the work with the DBE’s own forces, the goal will still apply and will be made up by the use of suppliers, manufacturers, and/or truckers.
- 4.1.3. A certified MBE DBE may not apply the percentage of the DBE’s work toward meeting the goals set forth above. An MBE Subcontractor meeting the definition of both an MBE and a WBE may not be applied to both required goals. The percentage of MBE firms utilized for the Project can only be applied to either MBE or WBE required goals. For purposes of meeting the MBE goals for this Project, each participating MBE must be identified as an MBE.
- 4.1.4. DBEs are strongly encouraged to sub-contract with S/LBE certified MBEs to meet the goals.
- 4.1.5. An MBE contracted with a DBE for purposes of compliance with paragraph 4.1 that is a certified MBE on the date the entity signs a subcontract with the DBE for work required by these Contract Documents shall be considered an MBE for the duration of that subcontract.
- 4.2. WBE Participation Subcontracting – 5% Goal. This program shall include Subcontractors, suppliers and truckers. Any DBE at the time of submitting Phase II Proposals for the Design Build contract who fails to meet the WBE goals described herein with its prequalified and listed Subcontractors must demonstrate to the satisfaction of the County that a good faith effort was made and/or will be made as part of its Procurement Plan to meet these goals in order to be considered for a contract award.
- 4.2.1. The County shall require that in order to be awarded a contract; a DBE must show that a good faith effort was made and/or will be made in its Procurement Plan to provide at least five percent (5%) of the total “Construction Total” amount listed in the DBE’s Proposal Form (Document 00 42 53) to WBE subcontractor firms. In

- the event of a change in the “Construction Total,” by contract modification or otherwise, the DBE’s WBE participation goal will be recalculated to reflect that change.
- 4.2.2. The WBE goals must be achieved by the use of WBE subcontractors, suppliers, manufacturers, and/or truckers. If the Bidder plans to perform all the work with the DBE’s own forces, the goal will still apply and will be made up by the use of suppliers, manufacturers and/or truckers.
- 4.2.3. A certified WBE DBE **may not** apply the percentage of the DBE’s work toward meeting the goals as set forth above. A WBE subcontractor meeting the definition of both an MBE and a WBE **may not** be applied to both required goals. The percentage of WBE firms utilized for the Project can only be applied to either MBE or WBE required goals. For purposes of meeting the WBE goals for this Project, each participating WBE must be identified as a WBE.
- 4.2.4. DBEs are strongly encouraged to sub-contract with SLBE certified WBEs to meet the goals.
- 4.2.5. A WBE contracted with a DBE for purposes of compliance with paragraph 4.2 that is a certified WBE on the date the entity signs a subcontract with the DBE for work required by these Contract Documents shall be considered a WBE for the duration of that subcontract.
- 4.3. Local Business Enterprise Participation Goals – 60% Goal. This program shall include subcontractors, suppliers and truckers. Any DBE at the time of submitting Phase II Proposals for the Design Build contract who fails to meet the LBE goals described herein with its prequalified and listed subcontractors must demonstrate to the satisfaction of the County that a good faith effort was made and/or will be made as part of its Procurement Plan to meet these goals in order to be considered for a contract award.
- 4.3.1. The County shall require that in order to be awarded a contract; a DBE must show that a good faith effort was made and/or will be made as part of its Procurement Plan to provide at least sixty percent (60%) of the total “Construction Total” amount from DBE’s Proposal Form (Document 00 42 53) to LBE. In the event of a change in the “Construction Total,” by contract modification or otherwise, the DBE’s LBE participation goal will be recalculated to reflect that change.
- 4.3.2. The DBE may count a portion or all of its work towards meeting the goal and/or the LBE goal may be achieved by the use of Subcontractors.
- 4.4. Small Local Business Enterprise Participation - 20% Goal. This program shall include Subcontractors, suppliers and truckers. Any DBE at the time of submitting Phase II Proposals for the Design Build contract who fails to meet the SLBE goals described herein with its prequalified and listed subcontractors must demonstrate to the satisfaction of the County that a good faith effort was made and/or will be made as part of its Procurement Plan to meet these goals in order to be considered for a contract award.
- 4.4.1. The County shall require that in order to be awarded a contract a DBE must show that a good faith effort was made and/or will be made as part of its Procurement

Plan to provide at least twenty percent (20%) of the total "Construction Total" amount in DBE's Proposal Form (Document 00 42 53) to SLBE. In the event of a change in the "Construction Total," by contract modification or otherwise, the DBE's SLBE participation goal will be recalculated to reflect that change.

- 4.4.2. The DBE may count a portion or all of its work towards meeting the goal and/or the SLBE goal may be achieved by the use of Subcontractors. For purposes of meeting this goal the twenty percent (20%) may be a part of the sixty percent (60%) LBE participation goal and/or a part of the DBE's participation.

5. HIRING OF LOCAL APPRENTICES, YOUTH, UNEMPLOYED AND UNDEREMPLOYED RESIDENTS

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

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

- 6.1. It is required that ALL DBE exercise a good faith effort to secure the participation, as set forth in this Document 00 62 38, of M/W/S/LBE subcontractors, suppliers and/or truckers on the Project. Achievement of the ECOP goals set forth herein at the time of submitting proposals for the Design Build contract by the DBE's prequalified and listed Subcontractors shall constitute prima facie evidence of a Good Faith Effort (GFE). The failure of any DBE to make a good faith effort (at the time of bid submission and/or as a part of its Procurement Plan) to achieve the specified participation of M/W/S/LBE subcontractors, suppliers, manufacturers, and/or truckers shall be grounds for determining that the DBE's Proposal is non-responsive or for the County to declare a breach of contract.
- 6.2. Documentation to support the ECOP goals met and the GFE's made must be submitted to the County upon request by the County for any Procurement Plan package. This documentation shall be referred to as the ECOP Package.
- 6.3. ECOP Forms 101A, 101B, 102A and 102B (provided at the end of this Document 00 62 38) shall be used by Contractor to identify firms utilized to satisfy the ECOP requirements.
- 6.3.1. The total dollar amount to be subcontracted, including trucking, manufacturers, and suppliers will be listed on ECOP Form 102A.
- 6.3.2. The individual dollar amounts to the M/W/S/LBE listed in the bidder's proposal will be listed on the M/WBE Subcontractor Participation Information ECOP Form 101A and S/LBE Participation Information ECOP Form 101B.
- 6.3.3. The information supplied by the bidders shall be certified by a principal of the firm. Dollar amounts will be treated as proprietary, and will be solely for the use of County or its agents.

- 6.3.4. ECOP Forms 101A, 101B, 102A and 102B and supporting documentation for Procurement Packages shall be delivered to the County.
- 6.4. M/W/S/LBE subcontractors, suppliers, manufacturers, and/or trucking firms who bid to the DBE for the Design Build contract or to the DBE as part of a Procurement Plan package may be required to provide the amounts of their bids to the County for the purposes of verification. This information shall be certified by a principal of the firm. The information will be treated as proprietary, and will be solely for the use of County or its agents.
- 6.5. A bidder must meet all the ECOP goals **OR** make the GFE (see section 6.9).
- 6.6. The ECOP Package must be complete and contain legible documents fastened together in the following order:
- 6.6.1. Attached ECOP Forms 101A, 101B, 102A, and 102B completed and signed.
- 6.6.2. Supporting certification documentation for the bidder and the subcontractors, suppliers, manufacturers, and/or trucking M/W/S/LBEs submitted in the order they are listed on above ECOP forms.
- 6.6.2.1. To be considered towards meeting the ECOP goals bidders must submit acceptable certifying documentation for themselves, subcontractors, suppliers, manufacturer, and truckers as is applicable (i.e., local business license with proof of issue and expiration date, certification letters with expiration date). Evidence supporting that suppliers and/or truckers are providing goods or services to subcontractors (e.g., letter of intent, agreement).
- 6.6.3. Documentation evidencing that good faith efforts were made and submitted in the order listed in the table below with the corresponding item number (1-9) noted on each document.
- 6.6.4. Evidence of M/W/S/LBE participation (copies of bids, agreements, etc.) for all listed subcontractors, suppliers, manufacturers, and/or truckers that are *not* directly contracting with them (e.g., material suppliers to subcontractors).
- 6.7. The County reserves the right, as may be deemed appropriate and necessary by the County, to contact the bidders during the evaluation process for clarification and/or submission of additional ECOP or GFE documentation.
- 6.8. ECOP Goals/Good Faith Efforts Required. Below are examples of acceptable documentation to support that ECOP goals were met:

	ECOP GOALS	EXAMPLES OF ACCEPTABLE DOCUMENTATION
1	60% Local Business Enterprise (LBE) LBE participation may consist of the DBE and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.	<ul style="list-style-type: none">• Business license issued by the County of Alameda or a city within the County of Alameda and proof of date issued (which is at least 6 months prior to the

		<p>date bids were solicited).</p> <ul style="list-style-type: none"> • Certification letter from an acceptable certifying agency* showing a local address and issuance/expiration dates.
2	<p>20% Certified Small Business Enterprise (SBE) Certified SBEs must be Local (SLBE) to be considered. SLBE participation may consist of the DBE and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.</p> <p>An SBE meets the LBE definition above and the current State definition of a small business which is <100 employees and <\$14 Million annual gross revenues (over the last three years).</p>	<ul style="list-style-type: none"> • Same as LBE <i>PLUS</i> • Current certification document or letter with SBE designation*
3	<p>15% Minority Owned Business Enterprise (MBE) Subcontractors MBEs are defined per PCC 2000(e)(1), (e)(2) and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both), however, a local MBE may count towards both LBE and SLBE ECOP goals.</p> <p>An MBE is a minority-owned business certified by one of the agencies listed below. An MBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but an MBE cannot also be considered a WBE.**</p>	<ul style="list-style-type: none"> • Current certification document, letter, etc. with MBE designation**
4	<p>5% Woman-Owned Business Enterprise (WBE) Subcontractors WBEs are defined per PCC 2000(e)(1), (e)(2) and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both), however, a local WBE may count both towards the LBE and SLBE ECOP goals.</p> <p>A WBE is a minority-owned business certified by one of the agencies listed below. A WBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but a WBE cannot also be considered an MBE.**</p>	<ul style="list-style-type: none"> • Current certification document, letter, etc. with WBE designation**

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

****When the State SBE definition is met, current MWBE acceptable certifying agencies are:** Bay Area Rapid Transit (BART), the (CPUC) Supplier Clearinghouse, Western Regional Minority Supplier Development Council (WRMSDC), Women's' Business Enterprise National Council (WBENC)

6.9 GFEs listed herein and suggested samples are not meant to be mandatory or exclusionary. Other documentation may also be acceptable as long as it satisfies the evidence of such

GFE. For additional information regarding the ECOP Package submittals contact the County's Contracts Compliance Officer listed in Part IV below.

Required Good Faith Effort Indicators	Examples of Acceptable Documentation
1. The bidder attended mandatory pre-solicitation or pre-bid meetings that were scheduled by the local agency to inform all bidders of the ECOP requirements for the project for which the contract will be awarded.	<ul style="list-style-type: none"> Copy of pre-bid meeting sign in sheet (which is e-mailed to attendees and available on County Current Contracting Opportunities website listed below). The name of the firm must be listed. http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
2. The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an opportunity for participation by those enterprises.	<ul style="list-style-type: none"> Copy of advertisements, certified letters, successfully completed faxes and/or other notices to M/W/S/LBEs with selected specific items identified.
3. The bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more local daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the local agency for M/W/S/LBEs that are interested in participating in the project.	<ul style="list-style-type: none"> Copy of advertisements placed showing publication name and date, and dated receipts. Dated receipt with ad copy.
4. The bidder provided written notice of his or her interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The bidder may utilize the list of certified minority or women business enterprises prepared by the Department of Transportation pursuant to Section 14030.5 of the Government Code and the list of local business enterprises in the on-line County Small Local Emerging Business (SLEB) Vendor Query System located at http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp . The minimum number of M/W/S/LBE firms required to be notified is three (3) for each item of the project selected to be performed by an M/W/S/LBE, where an M/W/S/LBE subcontractor has not been secured for that item.	<ul style="list-style-type: none"> Copy of dated notice, complete distribution list(s) and evidence of distribution (proof of faxes, e-mails sent etc.) Undelivered faxes do not count toward the effort to meet the minimum requirement Trades and specialties, in addition to M/W/S/LBE designation, must be clearly identified to meet the minimum requirement by using certification letter or source documentation
5. The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.	<ul style="list-style-type: none"> Successfully completed telephone log containing specific dates, name of caller, person contacted and comments (i.e., why not bidding, information sent to/date).

6.	The bidder provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.	<ul style="list-style-type: none"> • Copy of published advertisements, letters, successfully completed faxes, etc. with M/W/S/LBE name/contact information including the required information or directions on how to obtain it and the date the information was provided • Agenda, meeting notes, etc. including specific topics discussed, M/W/S/LBE firm names and contact persons in attendance that received information, and the location and date information was provided.
7.	The bidder requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state, or federal M/W/S/LBE assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs.	<ul style="list-style-type: none"> • Copy of dated written request and response (letter, successfully completed fax, e-mail, etc.) or 2nd written request to follow-up, if needed. Contractor must attempt to contact at least two organizations. • Phone log is not acceptable.
8.	The bidder negotiated in good faith with the M/W/S/LBEs and did not unjustifiably reject as unsatisfactory bids prepared by any M/W/S/LBEs as determined by GSA.	<ul style="list-style-type: none"> • Copies or list of all bids and a spreadsheet listing all bids with firm name, contact person, bid items(s), bid price, M/W/S/LBE classification, and comments re: selection or rejection • M/W/S/LBE bids accepted and included in bid response
9.	Where applicable, the bidder advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit, or insurance required by either the GSA or the contractor.	<ul style="list-style-type: none"> • Copy of advertisements or other notices with specifics referencing willingness to assist M/W/S/LBEs • Agenda, meeting notes including presenter's name and title, specific topics discussed, hand outs etc., name of M/W/S/LBE firms in attendance, contact persons who received advice, location and date advice was provided

- 6.10 The performance by a bidder of the Indicators specified in the table above shall create a rebuttable presumption, affecting the burden of producing evidence, that a bidder has made a good faith effort to comply with the goals and requirements relating to participation by M/W/S/LBEs established pursuant to Article 4 above.

7. JOINT VENTURES

- 7.1. Whenever a joint venture occurs involving either a prime or non-prime (i.e., subcontractors and suppliers) M/W/S/LBE firm at any level of contracting, trucking, manufacturing, or supplying, the prime contractor shall provide the County with a full account of the nature of ownership interests, the basis for creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. In evaluating the prime contractor's effort, the M/W/S/LBE percentage which is to be attributed to a joint venture shall be determined by multiplying the percentage of the total "Construction Total"

amount in the DBE's Proposal Form (Document 00 42 53) which is to be performed by the joint venture times the percentage of actual financial participation in the joint venture which the M/W/S/LBE business represents.

PART 2 LABOR AND CONTRACT COMPLIANCE REQUIREMENTS

8. APPLICATION

- 8.1. The following provisions shall apply to all contracts subject to the provisions of Part 1 and/or Part 4.

9. ALAMEDA COUNTY CONTRACT COMPLIANCE SYSTEM

- 9.1. The County utilizes the Elation System contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report M/W/S/LBE participation in County contracts.
- 9.2. The DBE and all participating local and M/W/S/LBE Subcontractors awarded contracts as a result of the bid processes for this Project are required to use Elation to submit ECOP information including, but not limited to, weekly certified payrolls, monthly progress payment reports and other information related to M/W/S/LBE participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.
- 9.3. Upon contract award
- 9.3.1. The County will provide the Design Builder and its Subcontractors a code that will allow them to register and use the Elation Systems free of charge.
- 9.3.2. The Design Builder and its Subcontractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
- 9.3.3. Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.
- 9.4. It is the Design Builder's responsibility to ensure that they and their Subcontractors are registered and trained and utilize Elation Systems as required.
- 9.5. For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (925) 924-0340.
- 9.6. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize Elation Systems.
- 9.6.1 For systems support visit Elation Systems online at <http://www.elationsys.com/> or contact them at (925) 924-0340.

9.6.2 If you have questions regarding the utilization of the Elation Systems, please contact the Project Manager.

10. INFORMATION AND RECORDS

- 10.1. For the purposes of determining compliance with this program, the Design Builder shall provide the County with access to all records and documents that relate to M/W/S/LBE participation, and to all records of employment advertisements, application forms, tests and other selection techniques used to hire, transfer, promote, train or retain personnel, and other pertinent records and data pertaining to the project under consideration. Proprietary information will be safeguarded.
- 10.2. Upon request, the Design Builder must submit the following information on County approved forms. All Subcontractor submittals must be through the Design Builder.
 - 10.2.1. M/WBE Subcontractor Participation Information and S/LBE Participation Information, (ECOP Forms 101A and 101B attached).
 - 10.2.2. Subcontractor Information (ECOP Form 102A attached).
 - 10.2.3. Checklist for Review of Good Faith Efforts (ECOP Form 102B attached).
 - 10.2.4. Certified weekly payroll records (AAP Form 103 and 103A) showing the wages paid to each employee, the employee's job classification, gender and ethnic code. Payrolls will be submitted by the Design Builder and each Subcontractor via the Design Builder. **This provision applies to all classifications, including truckers.** A Fringe Benefits Statement (AAP Form 105A) must be submitted by the Design Builder and each Subcontractor with the first certified payroll.
 - 10.2.5. Prevailing Wage Information Sheet (AAP Form 104) for prevailing wage rates for both the Design Builder and its Subcontractors.
 - 10.2.6. M/W/S/LBE Utilization, when required (AAP Form 106-106A).
 - 10.2.7. Equal Employment Policy (AAP Form 107) completed by both the Design Builder and its Subcontractors.

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

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

PART 3 NON-COMPLIANCE WITH CONSTRUCTION OUTREACH PROGRAM

12. APPLICATION

- 12.1. The following provisions shall apply to all contracts subject to Part 1 and/or Part 4.

13. DETERMINATION OF NON-COMPLIANCE

- 13.1. During the performance of the contract, if the County finds that the DBE has not met or is not meeting the ECOP requirements in the contract based on any individual Procurement Package or the aggregate of several or all Procurement Packages, the County shall hold a meeting with the DBE for the purpose of determining whether the DBE is out of compliance. If after the meeting the DBE is found to be out of compliance, the DBE will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five (5) Day notice to the DBE. If the Board of Supervisors finds that there has been a violation, the County will notify the DBE in writing of the sanctions to be imposed.
- 13.2. In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the DBE of the ECOP requirements of the contract, and such violation shall be subject to the sanctions provided herein.

14. SANCTIONS

- 14.1 A finding at the public hearing that there has been a violation of the ECOP requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
 - 14.1.1 Withhold an additional five percent (5%) of all further contract progress payments until the DBE provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
 - 14.1.2 Suspend the contract until such time as the DBE provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
 - 14.1.3 Terminate the contract and collect appropriate damages from the DBE.
 - 14.1.4 Declare that the DBE is a non-responsive bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the DBE can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

PART 4 ADDITIONAL INFORMATION

15. NOTICE AND NETWORKING

- 15.1 To promote the ECOP goals and assist the DBE and its Subcontractors in their efforts to develop the relationships they may require to meet the ECOP goals for this Project, the County will, upon request by the DBE for its Procurement Plan procurements:
 - 15.1.1. E-mail the Notice to Bidders to vendors in the County Vendor Database and other sources. Advertise the project once a week for at least 2 consecutive weeks in a newspaper of general circulation in the county where the project is located, trade organizations and chambers of commerce, and plan rooms. Notice of this project will also be posted on the County Current Contracting Opportunities and Calendar

of Events websites (see website URL addresses below).

- 15.1.2. Incorporate a networking and informational component into the mandatory bid walk/site visit for Procurement Plan packages.
- 15.1.3. Provide information about the Project, the ECOP, and other current and upcoming Procurement Plan packages at the bid conference/networking meeting.
- 15.1.4. Send by electronic mail the list of attendees from the mandatory bid walk attendee list to each attendee when issuing the Addendum and post the list and Addendum on the Current Contracting Opportunities website.

16. SOURCES FOR M/W/S/LBE SUB-CONTRACTORS, LOCAL APPRENTICES/ HIRING ASSISTANCE

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

Asian American Contractors Association

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

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

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

Women's Business Enterprise National Council (WBENC)

WBE certifications only – www.wbenc.org

- 16.2. Sources for assistance in hiring local apprentices, youth, unemployed and under-employed County residents:

Cypress/Mandela Inc. Training Center

Contact: Art Shanks
E-mail: artshanks@yahoo.com
(510) 208-7350
www.cypressmandela.org

Youth Employment Partnership Program

Contact: Michele Clark-Clau
E-mail: mcc@yep.org
(510) 533-3447, x3344
www.yep.org

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

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

455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94120
Phone: (415) 703-1128 FAX: (415)/703-5427
Website: www.dir.ca.gov

16.4. Visit the following County of Alameda GSA websites for

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

16.5. For further information regarding the Enhanced Construction Outreach Program (ECOP) contact:
Mel Go, Contract Compliance Officer
General Services Agency, Office of Acquisition Policy
Phone: (510) 208-9617 Fax: (510) 208-9720
E-mail: melbourne.go@acgov.org

END OF DOCUMENT

ECOP FORM 101A

COUNTY OF ALAMEDA
ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)
M/WBE SUBCONTRACTOR PARTICIPATION INFORMATION

Bid Opening Date: _____ Project #: 13016
Bidder: _____ Project Name: BHCS Villa Short Stay
Address: _____
Completed by: _____ Telephone: _____

Name of M/WBE Subcontractor	M/WBE Location (City)	Certified By*	Certification File Number	Description of Work	MBE (X)	WBE (X)	Construction Dollar Value of Contract	Percent
15% Goal - TOTAL MBE PARTICIPATION								
5% Goal - TOTAL WBE PARTICIPATION								

This form is required to provide M/WBE information for the Project. Copy this form as needed to list additional M/WBEs.

*M/WBE must have current and valid certification from acceptable agencies identified in paragraph 3.2 on the date bids are opened. **Attach M/WBE certifications to this form.**

THIS FORM MUST BE SUBMITTED WITH EACH SUBCONTRACTOR PROCUREMENT PACKAGE

Bidder Signature: _____ Date: _____

ECOP FORM 101B

COUNTY OF ALAMEDA
ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)
S/LBE PARTICIPATION INFORMATION

Bid Opening Date: _____ Project #: 13016
Bidder: _____ Project Name: BHCS Villa Short Stay
Address: _____
Completed by: _____ Telephone: _____

Name of S/LBE Prime or Subcontractor	S/LBE Location (City)	Certified By*	SLBE Certification Number	Description of Work	SBE (X)	LBE (X)	Construction Dollar Value of Contract	Percent
20% GOAL - TOTAL SBE PARTICIPATION								
60% GOAL - TOTAL LBE PARTICIPATION								

This form is required to provide S/LBE information for the Project. Copy this form as needed to list additional S/LBEs.

*SBE must have current and valid certification from acceptable agencies identified in paragraph 3.5 on the date bids are opened. LBEs must meet the Local definition in Section 3.1. **Attach Copy of all certifications and current and valid business license issued by the County or a city within the County.**

THIS FORM MUST BE SUBMITTED WITH EACH SUBCONTRACTOR PROCUREMENT PACKAGE

Bidder Signature: _____	Date: _____
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ECOP 102A
Page 1 of 2

**COUNTY OF ALAMEDA
ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)
SUBCONTRACTOR INFORMATION**

Project Name: _____

Contract Number: _____

Contractor: _____

Estimated Start Date: _____

Address: _____

Estimated Completion Date: _____

Contractor's License Number: _____

Telephone: _____

Payroll Clerk/Office Manager: _____

**FOR THE DESIGN BID PHASE II PROPOSAL LIST BELOW ALL PREQUALIFIED AND KNOWN SUBCONTRACTORS FOR THE PROJECT
FOR SUBCONTRACTOR PROCUREMENT PACKAGES LIST ALL SUBCONTRACTORS FOR THE PACKAGE**

SUBCONTRACTOR	BID PRICE	SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS				FAX
SUBCONTRACTOR		SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS				FAX

SUBCONTRACTOR		SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS				FAX
SUBCONTRACTOR	BID PRICE	SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS				FAX
SUBCONTRACTOR	BID PRICE	SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS				FAX
SUBCONTRACTOR	BID PRICE	SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS				FAX

SUBCONTRACTOR	BID PRICE	SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS				FAX

Form Completed by: _____ Date: _____
Signature and Title

THIS FORM MUST BE SUBMITTED WITH THE DBE’S PHASE II PROPOSAL
AND WITH EACH SUBCONTRACTOR PROCUREMENT PACKAGE

ECOP 102B

CHECKLIST FOR REVIEW OF GOOD FAITH EFFORTS

1. Did you attend the scheduled mandatory pre-bid conference?
() Yes () No (Where and date) (Indicate how this was done and attach proof marked with the number "1")
2. Have you identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an opportunity for participation by those enterprises?
() Yes () No (Indicate how this was done and attach proof marked with the number "2")
3. Have you advertised not less than 10 calendar days before the date bids are opened in one or more local daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by GSA, for M/W/S/LBEs that are interested in participating in this project?
() Yes () No (Indicate where and when ads were placed and attach proof marked with the number "3")
4. Have you provided written notice of your interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids?
() Yes () No (Indicate how, when and to whom and attach proof marked with the number "4")
5. Did you follow up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project?
() Yes () No (Indicate how, when and to whom, and attach proof marked with the number "5")
6. Have you provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work?
() Yes () No (Indicate how, when, and to whom and attach proof marked with the number "6")
7. Have you requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state, or federal M/W/S/LBE assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs?
() Yes () No (Indicate how, when and to whom and attach proof marked with the number "7")
8. Have you negotiated in good faith the M/W/S/LBEs and not unjustifiably rejected as unsatisfactory bids prepared by any M/W/S/LBEs?
() Yes () No (Indicate when and to whom and attach proof marked with the number "8")
9. Have you advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit, or insurance required by either GSA or the contractor?
() Yes () No (Indicate how, when and to whom and attach proof marked with the number "9")

Contractor Signature

Title

**IF THE DESIGN BUILD ENTITY DOES NOT MEET THE ECOP GOALS WITH ITS
PREQUALIFIED AND PARTICIPATING (LISTED) SUBCONTRACTORES, THEN THIS FORM
MUST BE SUBMITTED WITH THE PHASE II PROPOSAL**

**FOR SUBCONTRACTOR PROCUREMENT PACKAGES, IF THE DESIGN BUILD ENTITY
DOES NOT MEET THE ECOP GOALS FOR A GIVEN SUBCONTRACTOR PROCUREMENT,
THEN THIS FORM MUST BE SUBMITTED TO THE COUNTY WITH THAT PROCUREMENT
PACKAGE.**

DOCUMENT 00 73 49

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

1. Summary

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

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

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

2.1.1. ROLES AND RESPONSIBILITIES SUBCONTRACTS

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

2.1.1.2. Each Contractor, which includes all subcontractors of any tier performing Work of this Contract, shall give written notice to the Union(s) of any

subcontract involving the performance of work covered by the PSCBA within either five (5) business days of executing a contract with such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the California State License Board license number of the Contractors and scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference

- 2.1.1.3. The Contractor shall be responsible for PSCBA compliance by all subcontractor and lower tier subcontractor.

2.1.2. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

2.1.3. PRE-JOB CONFERENCE

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

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

2.1.4. JOINT ADMINISTRATIVE COMMITTEE MEETINGS

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

2.1.5. COORDINATOR

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

2.1.6. LOCAL HIRING PROGRAM

- 2.1.6.1. The Contractor agrees to achieve the inclusion of Residents as defined in the PSCBA in the employment and apprenticeship opportunities created by the Work of this Contract, which will be known as the Local Hiring Program (LHP) as described in the PSCBA.
- 2.1.6.2. The Contractor agrees to a goal that Residents of the County will perform forty percent (40%) of all hours worked on the Work of this Contract, on a craft-by-craft basis, if such workers are available, capable and willing to work on the projects, together with the apprentice goals described in Paragraph 2.1.7 of this Document.
- 2.1.6.3. The Contractors and subcontractors shall make good faith efforts to reach these goals, as described in the PSCBA including but not limited to the following:
 - 2.1.6.3.1. Within one week of the issuance of the Notice to Proceed, the Contractors shall meet with the County to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.
 - 2.1.6.3.2. Submit copies of hiring hall dispatch requests and responses to the County within ten (10) days of County's request at any point during the execution of the Work of this Contract.

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

2.1.7. APPRENTICES

- 2.1.7.1. Although the PSCBA states that the County shall make available to the Unions a database of apprentices qualifying under the local hiring

provision of the PSCBA, the County has not developed this database. Contractor is to contact the Unions for available apprentices.

2.1.7.1.1. For each Covered Project, the Contractors will be responsible to ensure that it and/or its subcontractors hire at least one (1) new apprentice for the first \$1 million of construction value and for each succeeding \$5 million of construction contract value, the Contractors and/or their subcontractors will be required to hire at least one (1) additional new apprentice. All such apprentices may be graduates of pre apprenticeship programs with known and successful track record of apprentice placement into jobs. All the pre apprenticeship program graduates must be Residents of Alameda County and members of a Disadvantaged Population, as described in the PSCBA.

2.1.7.2. Contractors shall exercise their best efforts to recruit apprenticeship program applicants from Residents and who are members of a Disadvantaged Population as described in the PSCBA

2.1.7.3. The Contractor shall request dispatch of apprentices in writing from the local Unions and/or Joint Apprenticeship Training Committee in which the Contractor participates. Copies of the written requests shall be provided to the County within ten (10) days of request by the Coordinator.

2.1.7.4. For the purposes of meeting the goal established in Paragraph 2.1.6.1 of this Document, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents as apprentices for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as described in the PSCBA

2.1.8. DATA COLLECTION AND REPORTING

2.1.8.1. This Paragraph describes Contractor and data collection, reporting guidelines and responsibilities for the PSCBA.

2.1.8.2. On a monthly basis, Contractors must submit reports to the County on the status and progress of local hiring on a craft-by-craft basis, including utilization of apprentices as described in Document 00 73 49A "PSCBA Forms".

2.1.9. HELMETS TO HARDHATS: VETERAN EMPLOYMENT

- 2.1.9.1. The Contractor agrees to utilize the series of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and Center’s “Helmets to Hardhats” program to serve as a resources for preliminary orientations, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as described in the PSCBA.
- 2.1.9.2. The Contractors may also utilize the services of the “Swords to Ploughshares” program.
- 3. California Labor Code:** In addition to complying with the PSCBA, Contractor shall also comply with the California Labor Code prevailing wage requirements.
- 3.1. Pursuant to Labor Code Section 1770, *et seq.*, the Contractor shall pay to persons performing labor in and about the Work provided for in the Contract an amount equal to or more than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall be equal to or more than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. The Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- 3.2. The Contractor shall forfeit, as a penalty to the County, fifty dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the work provided in the Contract Documents for each day, or portion thereof, on which such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under these Contract Documents by him or her or by any Subcontractor or designer under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 3.2 and the terms of the Labor Code shall be withheld and retained from payments due or to become due to the Contractor under this Contract and the terms of the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by the County. The final amount of forfeiture shall be determined by the Labor Commissioner pursuant to Labor Code § 1775.
- 3.3. The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on the Work provided for in the Contract Documents, a provision that the Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which

the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code.

- 3.4. The Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code § 1813.

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

- 4.1. The County has elected to retain the services of a third party to monitor compliance with the PSCBA and California Labor Code Requirement.
- 4.2. The PSCBA/Labor Compliance Program (“PSCBA/LCP”) will enforce PSCBA, prevailing wage, apprentice employment and local hiring requirements consistent with California Labor Code and the PSCBA. PSCBA/LCP services do not limit the scope of Work and do not relieve the Contractor of any responsibility for coordination of the Work with California Labor Code or the PSCBA.
- 4.3. The Contractor shall be responsible for any costs that the County incurs as the result of any actions taken by DIR, or by the County when exercising its enforcement duties, to address Contractor and/or Subcontractor violations related to California Labor Code or the PSCBA. If the Contractor or any of its Subcontractor are notified that they should take certain actions to be in compliance with the PSCBA or applicable state law and those actions are not taken or not taken in a timely manner, then the County shall have the right to recover the cost of all work performed by or for the County or its contractors from the date of such notice and the County shall have the right to back charge the Contractor for any and all costs associated with such work.
- 4.4. Certified payroll reports for the duration of the Project shall be maintained by the Contractor and submitted electronically, and are subject to all of the following conditions:
- 4.4.1. Certified Payroll Reports (CPR) shall be submitted to the County electronically on the web-based software system, described in Document 00 45 46.01 “Prevailing Wage and Related Labor Requirements Certification”, to be utilized for collection and verification of payroll reports for the Project.
- 4.4.2. CPR must contain all of information required by California Labor Code section 1776 and must be organized in a manner that is similar or identical to the format in which the information is reported on the DIR “Public Works Payroll Reporting Form” (Form A-1-131);
- 4.4.3. Statement of Compliance. CPR shall be accompanied by a signed “Statement of Compliance” certifying that the payroll reports are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage

rate for the work performed. The wording of the certification shall comply with California Labor Code section 1776 and 29 C.F.R. § 5.5(a)(3)(ii)(B)-(D).

- 4.4.4. Electronic CPR submitted to the County, the DIR Division of Labor Standards Enforcement (DLSE), or other entity within the DIR, must be in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper. Printed reports submitted on paper with an original signature will be accepted as supplemental information to electronic reports, and will not relieve the Contractor or its Subcontractor from their obligation to submit electronic reports.
- 4.4.5. Apprenticeship Program. Reference is made to General Conditions Document 00 72 13, Paragraph 26 and the PSCBA for the Contractor and its Subcontractors obligation to comply, and be responsible for ensuring compliance, with the requirements of the California Labor Code provisions concerning the employment of apprentices, including Labor Code sections 1776, 1777.5, and 1777.6.

END OF DOCUMENT

DOCUMENT 00 73 49A

PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT
of the
COUNTY OF ALAMEDA
FORMS

1. Summary

- 1.1. The Contractor and each subcontractor at all tiers must complete and submit all forms required by the Labor Compliance Program Guidebook included in this DOCUMENT 00 73 49A “PSCBA FORMS”.

END OF DOCUMENT



Labor Management Consultants
1630 12th Street
Oakland, CA 94607
www.davillier-sloan.com

Labor Compliance Program Guidebook

Please provide this packet to all subcontractors with instruction that they provide it to all lower tier subcontractors. The Design-Build contractor is ultimately responsible for labor compliance on the entire project.

Labor Compliance

Emilija Besic
(510) 385-1261
emilija@davilliersloan.com

Labor Compliance

Debra Moore
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Labor Compliance

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Certified Payroll

Elation Systems, Inc.
(925) 924 - 0340
support@elationsystems.com

The information in this Guidebook is for general guidance on the matters of Labor Compliance monitoring. Davillier-Sloan, Inc. makes every attempt to ensure the information contained in the Guidebook is free from errors and obtained from accurate and current sources. Davillier-Sloan, Inc. reserves the right, at its discretion, to change or modify all or any part of this packet. Periodically revised updated copies may be obtained by emailing a request to: info@davillier-sloan.com

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DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS

Section 1: Introduction

- A. Overview
- B. Prevailing Wage Determinations
- C. Site Visits
- D. Required Forms
- E. Project/Program Closeout
- F. Apprenticeship Utilization

Overview

Davillier-Sloan, Inc. (DSI) is a third party Labor Compliance Program (LCP) administrator. This LCP Guidebook has been developed for your reference and highlights the requirements, submittals and timelines necessary to be compliant with the program.

Certified Payrolls for this project will be submitted electronically into the Elation web based program. Related forms will be available online and should be accessed and downloaded according to the instructions provided by Elation Systems once you have registered on the site.

The law requires that all workers including employees, independent contractors, owner-operators etc. on a public works project must be paid the prevailing wage of the area in which the project is located. Detailed information pertaining to labor compliance may be found in the contract specifications.

Prevailing Wage Determinations

The California prevailing wage determinations are based on the first bid advertisement/publication date. For design build projects, the construction contract signing/construction contract award date shall be considered the bid advertisement date.

The California prevailing wage determinations and rates are published twice each year, in February and August. All determinations are effective ten (10) days after issuance. Some trades are issued regionally (Northern and Southern California) and other sub trades are by the county in which the project is located. There are separate determinations for apprentices on public works.

The prevailing wage determination by craft can be found on the Department of Industrial Relations (DIR) web site: www.dir.ca.gov (Labor Law/Public Works). Prevailing wage determinations and any rate changes must be posted at the job site available for workers to view.

Asterisk (*) clarifications:

- i Prevailing wage determinations with a single asterisk (*) after the expiration date, which are in effect on the date of advertisement of bids, remain in effect for the life of the project.
- i Interested parties should contact the DIR at (415) 703-4774 for the new rates after ten (10) days from the expiration date (if no subsequent determination is required).
- i Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly rate, overtime, holiday pay and employers' payments for work performed after this date have been predetermined. If work is to extend past this date, the new rates must be paid and should be incorporated into contracts entered now.

Site Visits

Site visits will be conducted weekly pursuant to Labor Code 16432(d). Information on certified payrolls will be verified by visual inspection and random in-person worker interviews.

Required Forms

The required forms are available for download in the Elations system. Copies of completed, signed forms should be forwarded to the appropriate agency and uploaded into Elation for verification.

Prior to Construction Forms

1. **Checklist of Labor Law Requirements**

The Design-Build contractor and each subcontractor at all tiers must complete and submit this form acknowledging the California Labor Codes Regulations governing public works projects.

2. **Division of Apprenticeship Standards Form DAS 140**

Public Works Contract Award Information

- The Design-Build contractor and each subcontractor at all tiers must complete and submit this form to the local Apprenticeship Committee to inform them of the award of your contract.
- Submit the DAS 140 to the Joint Apprenticeship Training Committee (JATC) for each apprentice able craft or trade within the area of the project site. The Design-Build contractor and each subcontractor at all tiers must submit this form within ten (10) days of the date of the execution of the contract but no later than the first day the contractor has workers employed on-site.

3. **Division of Apprenticeship Standards Form DAS 142**

Request for Dispatch of an Apprentice

- The Design-Build contractor and each subcontractor at all tiers must complete and submit a Request for Dispatch of an Apprentice in writing at least 72 business hours prior to the date apprentices are needed.
- Submit the DAS 142 to each of the JATCs in the area of the project for each apprenticeable craft, until the required number of apprentices has been provided. If the required number of apprentices is not provided and a request has been submitted to all of the Committee's in the area of the project, then the contractor shall be considered in compliance.

During Construction Forms

1. **Statement of Employer Payments**

- i Must be submitted with the first certified payroll, when prevailing wage rates are updated, and when there is a change in fringe benefits.
- i Additional annuity payments can be indicated in the notes section of the CPR and a union dispatch slip should be uploaded into the Elation System.

2. **California Apprentice Council Training Fund Contribution (CAC –2)**

The training fund contributions to the CAC are due on the 15th of each month for work performed during the preceding month. Refer to the DIR applicable prevailing wage

determinations for the amount owed for each hour of work performed for journeymen and apprentices.

3. Statement of Non-Performance (when applicable)

- i This form is submitted when the contractor is not working on the job site for a period of more than one week but has not completed their work. Does not need to be submitted until after the first certified payroll report is received.
- i One form may be submitted for consecutive non-performing weeks.

4. Certified Payroll Reporting Form

- i Any person employed upon the project that is working with tools must be listed on the certified payroll including but not limited to owners, operators, surveyors, and foremen.
- i The certified payroll records shall be submitted and maintained electronically subject to the following conditions:
 - i. The certified payroll reports contain all of the information required by California Labor Code Section 1776. The information must include name, address, social security number, craft, classification, wages, and hours worked.
 - ii. The reports shall be in a format and/or use software that is readily accessible to Contractors, Awarding Bodies, LCPs, the DIR, and the DOL.
- i Certified Payroll submitted to DSI, the DLSE, or another entity within the DIR must be in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper.
- i The requirements for redacting information shall be followed when certified payroll records are disclosed to the public pursuant to California Labor Code Section 1776(e). This requirement will apply whether the records are provided electronically or as hard copies.
- i No Design-Build contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any Design-Build contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

5. Statement of Compliance Certificate

A Statement of Compliance shall accompany each certified payroll record.

6. Verification of Apprenticeship Status (DAS)

Verification is available on the DIR website at

<http://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>.

Project/Program Closeout

Contractor Affidavit

Verifies the contractor's information, work classifications used, type of work completed, first payroll report date to final payroll report date, and how the apprenticeship utilization requirement was reached.

Apprenticeship Utilization

California Labor Codes require Contractors to hire apprentices unless the total construction contract for the project is less than \$30,000 or it is not an apprenticeable craft.

Contractors, including Design-Build, General or Specialty subcontractors shall employ registered apprentices during the performance of public works in accordance with the required one (1) hour of work performed by an apprentice for every five (5) hours of work performed by a journeyman. Unless an exemption has been granted, the contractor shall employ apprentices for the number computed above, before the end of the contract or provide good faith effort documentation.



Section 2: Prior to Construction Forms

- A. Checklist of Labor Law Requirements
- B. Public Works Contract Award Information (DAS 140 Form)
- C. Request for Dispatch of an Apprentice (DAS 142 Form)

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ **Payment of Prevailing Wage Rates**

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

☐ **Apprentices**

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ **Penalties**

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

☐ **Certified Payroll Reports**

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as the package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

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DOCUMENT 00.73-49A

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____
(SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program _____
(SIGNATURE) PSCBA FORMS - FOR INFORMATION ONLY
DOCUMENT 00-73-49A
(DATE)

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. ☐ We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____	Contractor Requesting Dispatch:
To Applicable Apprenticeship Committee:	Name: _____
Name: _____	Address: _____
Address: _____	_____
_____	License No. _____
Tel. No. _____ Fax No. _____	Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*

<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

DAS 142 (Revised 04/14)

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DOCUMENT 00 73 49A



Section 3: During Construction Submittals

- A. Statement of Employer Payments
- B. CAC Training Fund Contributions (CAC-2 Form)
- C. Statement of Non-Performance
- D. Public Works Payroll Reporting From (A-1-131 Form)
- E. Verification of Apprenticeship Status

Statement of Employer Payments



Date:		In Reply, Refer to Case No:	
Prime:			
Subcontractor:			
PROJECT NAME:			
PROJECT CONTRACT NO.:		County/location:	

HEALTH AND WELFARE

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____	

PENSION

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____	

VACATION/HOLIDAY

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____	

TRAINING

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS: WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____	

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION


[CA.gov](#) | [Contact DIR](#) | [Press Room](#)
[Go to Search](#)
[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)

Division of Apprenticeship Standards (DAS)

CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment.
Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the **BUTTON** on the bottom of the page to submit for an invoice coupon.

TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

Date: 9/25/2014

Contractor/Sub Contractor making contributions	Contractor	Period covered by contribution (from – to)	Jobsite Location (including County)
* Name: <input type="text"/>	* License Number: <input type="text"/>	* Period Start: <input type="text"/>	If applicable, give name of school, hospital, building, etc. <input type="text"/>
* Address: <input type="text"/>	* Contract/Project Number <input type="text"/>	* Period End: <input type="text"/> (MM/DD/YYYY)	Comments: <input type="text"/>
* City: <input type="text"/>			
* State: <input type="text"/>			
* ZIP: <input type="text"/>			

* Name of the submitting party:	* Submitter's Title:	* Submitter's Email:	* Submitter's Phone: e.g., (999) 999-9999
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up ^ | Down V ARROW keys to select a list item.

	* County of Work	* Classification ¹	* Hours (min.: 0.5; max: 9 999.99)	* Rate (min.: 0.01; max: \$9.99)	Amount
*1)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	** <input type="text"/>	\$ ** <input type="text"/>	\$ 0.00
2)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
3)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
4)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
5)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
6)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
7)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
8)	Select a county <input type="text"/>	Select an occupation <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ 0.00

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DOCUMENT 00 73 49A

9)	Select a county 	Select an occupation 	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
10)	Select a county 	Select an occupation 	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
11)	Select a county 	Select an occupation 	<input type="text"/>	\$ <input type="text"/>	\$ 0.00
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20)	Select a county 	Select an occupation 	<input type="text"/>	\$ <input type="text"/>	\$ 0.00

Footnote 1 – If you are unable to locate the occupation in the pull down menu, please click on this link:
<http://www.dir.ca.gov/databases/das/aigstart.asp> for specific information assistance.

TOTAL AMOUNT: \$ 0.00

When done with some or all the entries above, please carefully review and then enter the green code you see below:

22749

Calculate Total Amount

August 2014

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TO BE TYPED ON COMPANY LETTERHEAD

STATEMENT OF NON-PERFORMANCE

Payroll # _____

Date _____

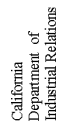
I do hereby state that no persons employed on the construction of the

_____ Project, for _____
(Project Name) (Awarding Body)

Company, Contract No. _____ during the payroll period commencing on the
_____th day of _____, 2007 and ending on the _____th day of
_____, 2007.

(Company Name)

(Authorized Signer)



CERTIFICATION MUST be completed
(See reverse side)

OTHER—Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.


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Division of Apprenticeship Standards (DAS)

Apprentice certification

Apprenticeship certification for public works

 Enter search string (LLLLF9999) here

How to compile the search string:

The search string is a total of nine letters and numbers (no characters ' , - , etc): the first four letters of the last name (use spaces to make four letters if the last name is shorter than four letters), the first letter of the first name and the last four digits of the social security number (LLLLF9999). Letters can be entered as lower or upper case.

Examples:

Uncle Sam ssn 123-45-6789 would be entered as Sam U6789
 Goddess Minerva ssn 123-45-5555 would be entered as MineG5555
 Richard Al-Ham ssn 111-44-1111 would be entered as AlhaR1111
 Robert O'Brian ssn 111-22-3333 would be entered as OBriR3333
 James McHenry ssn 555-66-1234 might be entered as McHeJ1234 or Mc HJ1234

If you cannot find the individual you are looking for, complete the certifications you have and see the notes below.

If a search string that was entered does not match with any apprentices in the Division of Apprenticeship Standards (DAS) database, this could be due to any of the following:

1. Not a registered apprentice.
2. The submitted search string does not match to DAS records (either the database has the wrong search criteria or you have the wrong search criteria).
3. The apprentice agreement has not been submitted to DAS or has not been entered into the database (agreements must be submitted within 30 days of the date that the apprentice signed the agreement).

If you believe that the apprentice should be reported as registered and is not; please contact your local office of the [Division of Apprenticeship Standards](#).

 Division of Apprenticeship
Standards(DAS)

Quick Links

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 PSCBA FORMS - FOR INFORMATION ONLY
DOCUMENT 00 73 49A



DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS

Section 4: Closeout

This form must be submitted to DSI
during project/program closeout

A. Contractor Affidavit

Contractor Affidavit
Contract # _____

1. I am the _____ (owner, officer, partner) of _____ (Company) who performed work on the _____ (Project) in the classification (s) of _____.
- The labor performed by these workers can best be described by _____.

2. During the payroll periods commencing on _____ and ending on _____ all persons employed by my company on this project have been paid the specified prevailing rate of per diem wages for the specified craft or classification pursuant to Labor Code Section 1771¹.

3. The apprenticeship committee (s) either denied or failed to respond to our request for the dispatch of apprentices, and therefore all workers were classified as journeyman

Or

4. Apprentice (s) worked a total of _____ hours and _____ journeyman worked a total of _____ hours establishing an apprentice \ journeyman ratio in hours of _____ to _____.

Or

5. Apprentices were employed in accordance with the DAS exemption that required one apprentice for every five journeyman employed on each day of the contract.

Executed this ____ day of _____ 20____, at _____, California.

Signature

¹ Except for public works project of one thousand dollars (\$1000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

EXHIBIT A (Letter of Assent)

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

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

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

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

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher
Level Subcontractor)

(Authorized Officer & Title)

CA Number _____

(Address)

Contract Or Project # _____

(Phone)

(Fax)

FOR INFORMATION ONLY

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

COUNTY OF ALAMEDA

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PREAMBLE

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Union(s), Contractors, subcontractors, and the County wish to insure labor peace at the Covered Project sites devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both Contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where Contractors that are not Signatory to collective bargaining agreements are supervising employees;

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

ARTICLE 1

DEFINITIONS

1.1 For purposes of this Agreement, the following terms will have the following meanings:

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

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

“Alternative Employees” shall mean an employee whose services have been obtained from other than the Union referral facilities as permitted in Section 19.6 of this Agreement.

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

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

1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by a cessation of labor on the work of improvement.
2. The acceptance by the public agency, or its agent, of the work of improvement.

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

independent business enterprise and has entered into a contract with the County or any of its contractors or subcontractors at any tier, with respect to the construction work covered by this Agreement and necessary for the project or any part thereof, including construction building material delivery (if the material is for direct incorporation) and removal truckers, trucking companies and trucking brokers, including the operating of construction equipment, performance of labor and/or installation of materials.

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

"Core Employee" shall mean an individual meeting the criteria listed in Section 19.1.1-19.1.5.

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

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

"Covered Projects" and "Projects" means projects covered by the Agreement.

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

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

"Emergency Work" shall mean those projects undertaken when an immediate or imminent critical impact to a facility or to the ability to provide essential services is likely within 30 days should no further action be taken, or in circumstances where mandatory environmental, health and/or safety requirements will be violated without said project.

"General Prevailing Wage Determination" shall mean the decisions made by the Director of the California Department of Industrial Relations (DIR) establishing a journeyman craft or classification's prevailing wage determination, holiday, advisory scope of work, or travel and subsistence provision.

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

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

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

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

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

"Post Disaster Work" shall mean County approved construction projects consistent with Post Disaster response and recovery efforts per the California Government Code Section 20168 where the public interest and necessity demand immediate expenditure of public funds to safeguard life, health, or property following a local, state or federally declared disaster per the Stafford Act.

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

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

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

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

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

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

ARTICLE 2

PURPOSE

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

ARTICLE 3

SCOPE OF AGREEMENT

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

- 3.3 This Agreement shall apply only to construction/craft employees, performing work on projects represented by the Signatory Unions, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, architects, supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman, inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are customarily covered by the MLA and as to which classification a prevailing wage determination has been published.
- 3.4 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable. The covered projects include work necessary for the covered projects and/or in temporary yards or areas adjacent to and dedicated to the covered projects, and at any batch plant(s) constructed or used solely to supply materials to the Covered Projects, when those sites or processes are dedicated exclusively to the covered projects.
- 3.5 This Agreement covers all on-site fabrication work over which the County or Contractors possess the right of control (including work done for the covered projects in any temporary yard or area established for the Covered Projects). Additionally, any offsite work, including fabrication, necessary for the Covered Projects defined herein, that is lawfully covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution of this Agreement shall be considered covered work under this Agreement.
- 3.6 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed up to 9 months after Completion by the Contractors. It is understood the County reserves the right to perform any start-up, operation, repair, maintenance or revision of equipment or systems with employees of the County. If required, Contractor's personnel may make a final check and may direct their staff on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty of a piece of equipment.
- 3.7 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the County or a Contractor shall be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer's warranty shall be subject to the grievance and arbitration clause of this Agreement.
- 3.8 It is recognized by the parties to this Agreement that the Coordinator designated in Article 9 below, and Contractors are acting only on behalf of said Coordinator and

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

- 3.9 It is expressly agreed and understood that the County retains the right and ability to meet all competitive bidding requirements of public contracting law and to select the lowest responsive and responsible bidder who provides the County with best value within a stipulated sum regardless of union signatory status. Further, the County may, at its sole discretion, end, delay, and/or suspend any or all portions of the work and may combine, consolidate, modify and/or not build any one or more portions of work covered by this Agreement at any time.
- 3.10 It is expressly agreed and understood by the parties hereto that the County shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on project sites not covered by this Agreement.
- 3.11 It is expressly agreed and understood by the parties hereto that the County shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment, subject to the requirements of Section 3.6.
- 3.12 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
 - 3.12.1 The operation of equipment and machinery owned or controlled by the County and its subcontractors and not directly related to construction of covered projects;
 - 3.12.2 All employees of any Contractor or any other consultant of the County not performing construction craft labor within the scope of this Agreement;
 - 3.12.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors, or by public utilities or their Contractors, and/or by the County or its Contractors (for work which is not part of the scope of this Agreement).
 - 3.12.4 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 3.12.5 Non-construction support services contracted by the County or any Contractor in connection with covered projects;
 - 3.12.6 All work by employees of the County;
 - 3.12.7 Operations or maintenance work executed by the County;

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

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

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

ARTICLE 5

ROLES AND RESPONSIBILITIES

SUBCONTRACTS

- 5.1 Each Contractor, which includes all subcontractors of any tier, including trucking entities performing Covered Work on the Projects, agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement by signing the Agreement

to be Bound attached to this Agreement as Exhibit "A". All Contractors performing Covered Work on the Project shall, as a condition to performing work on the Project, become Signatory to and perform all work under the terms of this Agreement.

- 5.2 A Contractor includes any person, firm or corporation who agrees under contract with another Contractor of any tier, to perform on the Project any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.
- 5.3 Notwithstanding any other provisions of this Agreement, the Contractor, as appropriate, in conformance with paragraph 3.7 of this Agreement shall have the absolute right to award contracts or subcontracts for this Project notwithstanding the existence or nonexistence of any collective bargaining agreements between the prospective Contractor and any Union party, and provided that such Contractor is willing, ready and able to comply with this Project Stabilization/Community Benefits Agreement and shall execute a Letter of Assent (in the form attached as Exhibit A), should such Contractor be awarded work covered by this Agreement.
- 5.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting and shall be covered to the extent permitted by law. The delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement.
- 5.5 Each Contractor with a contract directly with the County has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor's subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, that Contractor shall continue to have such primary obligation.
- 5.6 Each Contractor, which includes all subcontractors of any tier performing work on the Project, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) business days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the California State License Board license number of the Contractors and the scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference.
- 5.7 Signatory Contractors:
 - 5.7.1 With regard to any Contractor that is independently signed to any Master Labor Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set

forth in Section 5.7.2 below. Any such subcontracting clause in a MLA shall remain and be fully enforceable between each craft union and its signatory Contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory Contractors under a MLA, except as specifically set forth in subsection 5.7.2 below.

- 5.7.2 If a craft union ("aggrieved union") believes that an assignment of work for this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection 5.7.1 above, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection 5.7.1 above, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of damages under the former shall be null and void *ab initio*.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The following language is specifically agreed to for the resolution of any Jurisdictional Disputes which may arise during the construction which is specifically covered by this Agreement. This agreement regarding resolution of jurisdictional disputes shall apply only to such disputes arising on Covered Projects.
- 6.2 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions. Individuals violating this section shall be subject to immediate discharge.
- 6.3 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.4 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be

adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

- 6.4.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.
- 6.5 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 6.6 Each Contractor shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Prime Contractor, the County and the Coordinator will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors may be held together.

ARTICLE 7

PRE-JOB CONFERENCE

- 7.1 A mandatory Pre-Job Conference with each Contractor will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to Contractors covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held. The parties may mutually agree to waive the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract or contractor. All meetings shall be held at the offices of the Alameda County Building and Construction Trades Council.
- 7.2 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.3 of this Agreement, and will be required to bring relevant plans, specifications, and blueprints to the meeting, as requested by Union.
- 7.3 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 8

JOINT ADMINISTRATIVE COMMITTEE MEETINGS

- 8.1 The parties to this Agreement will form a five person Joint Administrative Committee (JAC). The Committee will be comprised of two (2) representatives selected by the Council, two (2) representatives selected by the County, and one (1) community representative, nominated by the Board of Supervisors and agreeable to the Council. The parties shall appoint an alternate. The JAC meetings will be convened by the Coordinator and chaired jointly by a representative of the Council and the County, and a quorum shall be three members, including at least one (1) from the County and one (1) from the Council. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors for the Covered Projects. The Committee shall also monitor compliance with Article 17 and Article 18. These meetings will also include discussion of the scheduling, productivity and safety of work performed for the Covered Projects.
- 8.2 The JAC shall appoint a Joint Administrative Subcommittee, comprised of one (1) representative of the County and, one (1) representative of the Council for the purpose of convening to confer in an attempt to resolve any grievance that has been filed consistent with Article 23. This Subcommittee shall meet as required to resolve grievances by consensus vote. If no resolution can be mutually agreed upon, the grievance shall proceed to the grievance procedure outlined in Article 23, Step 4.
- 8.3 The JAC shall appoint a Joint Administrative Subcommittee, comprised of one (1) representative of the County, one (1) representative of the Council and one (1) representative of a community based organization to resolve any grievance filed consistent with Article 17 or Article 18.
- 8.4 The JAC shall have the initial authority to investigate and resolve by consensus vote any allegation of violations of Articles 19 and 20. If the JAC cannot resolve the allegations, then any signatory party may take the matter directly to final and binding arbitration as described in Article 23.
- 8.5 JAC Meetings
- 8.5.1 The JAC will meet monthly at the call of either chair.
- 8.5.2 The Coordinator will establish agenda topics with input from the Committee and send notices of meetings with the agenda in advance of the meetings.
- 8.5.3 The JAC will receive reports and consider work progress and practices, local hire utilization, Disadvantaged Population utilization, pre-apprentice recruitment, training and referral, and apprentice development and utilization.
- 8.5.4 The Coordinator and the Contractors shall report progress on these issues and provide ongoing workforce projections for their work.

8.6 Joint Administrative Subcommittee Meetings

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

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

ARTICLE 9

COORDINATOR

9.1 The County will designate a Coordinator, who will be responsible for the administration and application of this Agreement.

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

ARTICLE 10

UNION RECOGNITION AND REPRESENTATION

10.1 The Contractors recognize the Union(s) Signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.

10.2 All employees who are employed by the Contractors shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment for a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the Union(s). However, there is nothing in this Agreement that would prevent non-union employees from joining the Union(s).

10.3 Authorized representatives of the Union(s) shall have access to the Project site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the Project. Access for Union(s) representatives will not be unduly restricted.

10.4 The treatment and payment of stewards shall be in accordance with the applicable MLA.

ARTICLE 11

NO STRIKES - NO LOCKOUTS

- 11.1 During the life of this Agreement, the Unions and their members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or hand-billing on the Covered Projects for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.
- 11.1.1 Withholding of employees for failure of a Contractor to meet its weekly payroll is not a violation of this Article 11; however, the Union shall submit documentation of the failure to pay to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.
- 11.1.2 Should a Contractor performing work for this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds will provide written notice of the alleged delinquency to the affected Contractor, with copies to the General Contractor, the Coordinator and the County. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to Contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the Contractor is delinquent in the payment of Trust Fund contributions for covered work performed for this Project, the Contractor agrees that the affected Trust Fund may place the County on notice of such delinquencies and the Contractor further agrees that the County may issue joint checks to the Contractor and the Trust Fund until the delinquency is satisfied.
- 11.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application on the Project and/or failure of the parties to that agreement to reach a new contract. If a Master Labor Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Labor Agreement, the Union agrees that it will not strike or withhold labor from the Contractor for said contract for work covered under this Agreement and the Union

and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the Union and Contractors agree to an interim agreement that will apply until a new Master Labor Agreement is reached, then, the Contractor may work under the terms of the interim agreement until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the new or modified Master Labor Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Labor Agreement to its effective date which is applicable to employees who performed work for the project during the interim period. Such compliance shall occur within seven (7) days after notification by the Union.

- 11.3 In consideration of the foregoing, the Contractor shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the County's or Contractor's decision to terminate or suspend work for the site or any portion thereof for any reason.
- 11.4 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement may be subject to immediate discharge and the procedure under this Article 11, if invoked.
- 11.5 Upon written or electronic mail notice of a violation to the Local and/or International Union offices, the Union and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor shall have the right, in the event of a work stoppage by the Union to replace the employees represented by the Union in violation of this Agreement. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 11.
- 11.6 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.
 - 11.6.1 The party invoking this procedure shall immediately notify Robert Hirsch, who the parties agree shall be the permanent Arbitrator under this procedure. Thomas Angelo shall serve as alternate in the event that the permanent Arbitrator is unavailable at any time. Notice to the Arbitrator shall be by the most expeditious

means available, with written notice by email or similar means to the party alleged to be in violation and the involved Union General President.

- 11.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.
- 11.6.3 The Arbitrator shall notify the parties by electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- 11.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.
- 11.6.5 Liquidated Damages. A party found to have violated the provisions of the No Strike-No Lockout section in this Article 11 shall cease such violation within eight (8) hours of the award of the Arbitrator. Should the violation continue past eight (8) hours, the party in violation shall pay to the affected party as liquidated damages either the actual damages incurred or the sum of ten thousand dollars (\$10,000.00) per shift, or portion thereof, whichever is greater, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.
- 11.6.6 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under subsection 11.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 11.6.7 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.
- 11.6.8 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractors.
- 11.6.9 The procedures contained in this Section 11.6 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 23.

ARTICLE 12

MANAGEMENT RIGHTS

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

- 12.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 13

WORK RULES

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

ARTICLE 14

WAGE SCALES and FRINGE BENEFITS

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

ARTICLE 15

HOURS OF WORK, OVERTIME, SHIFTS and HOLIDAYS

- 15.1 The hours of work, establishment of overtime and the establishment of shifts and shift pay shall be governed by the applicable MLA for each craft and in accordance with the current General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code. It is understood that the County may, at its discretion, establish a uniform starting time and/or ending time.
- 15.2 Holidays and designated days off will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code, unless otherwise set forth in the MLA.

ARTICLE 16

HEALTH AND SAFETY

- 16.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor, be bound by the safety rules and regulations as established by the County and Contractors and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project site.
- 16.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractors working on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractors or the County. Nothing in this Agreement shall in any way be construed to make the Union(s), the County, liable for safety violations on the Project.
- 16.3 The parties agree to abide by the substance abuse policies contained in the applicable MLA, subject to the Article 12. Should the County decide that there is a need for an OCIP on a Covered Project, the parties mutually agree to the side letter attached.

ARTICLE 17

LOCAL HIRING PROGRAM

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

Administrative Committee (JAC) formed pursuant to the provisions of Article 8 shall monitor the progress of the LHP and will serve as the central forum for representatives of all interested or affected parties to exchange information and ideas and to advise the County staff and the Coordinator concerning the operation and results of the LHP and the ongoing role of this Project Stabilization/Community Benefits Agreement as an integral component of LHP. As part of these responsibilities, the JAC will assess the obstacles to success of achieving inclusion of local Residents in the construction opportunities and shall make recommendations for a program to overcome some of those obstacles.

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

Residents.

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

ARTICLE 18

APPRENTICES

- 18.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent apprentice workers in the construction industry, the Contractors will make a good faith effort to employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 18.2 For the purpose of meeting the goals of this Article 18, the parties recognize State-approved apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees (JATC) as the sole source for an eighteen month trial period. If after the eighteen month trial period, it has been demonstrated that the JATCs are unable to provide sufficient Residents to meet the established goals, the parties to this agreement will meet to negotiate implementation strategies to meet the established goals. If resolution is not reached within six months, then the parties may refer the item to the grievance procedure as outlined in Article 23.
- 18.3 The Signatory parties agree that the County shall make available to the Unions a database of apprentices qualifying under the local hiring provisions of this Agreement. The Signatory Unions agree to report in accordance within any limits set by applicable labor law, the availability and dispatch/placement of qualifying apprentices. The reports will be submitted to the Coordinator on at least a quarterly basis and more often, if requested and possible.
- 18.4 For each Covered Project, the Contractors will be responsible to ensure that it and/or its subcontractors hire at least one (1) new apprentice for the first \$1 million of construction value and for each succeeding \$5 million of construction contract value, the Contractors and/or their subcontractors will be required to hire at least one (1) additional new apprentice. All such apprentices may be graduates of pre apprenticeship programs with a known and successful track record of apprentice placement into jobs. All the pre apprenticeship program graduates must be Residents of Alameda County and members of a Disadvantaged Population, as described in Article 1.
- 18.4.1. Contractors will make a good faith effort to maximize the project work hours for the new hire apprentices, and shall report those hours to the JAC, which will evaluate those good faith efforts.
- 18.4.2 Each Signatory Union will be responsible for dispatching/referring such County Residents to the contractor if they are available, capable and willing to work on the Covered Projects. No one trade can be used to satisfy the goal by the provision of more than two (2) such first stage apprentices, unless required by the nature of the work and or agreed upon by the JAC.

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

ARTICLE 19

REFERRAL PROCESS

- 19.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor has its own core workforce, the Contractors may request by name, and the Union(s) shall honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications ("Core Employees"):
- 19.1.1 possess any license and/or certifications required by state or federal law for the Project work to be performed;
 - 19.1.2 have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
 - 19.1.3 were on the Contractors' active payroll for at least sixty (60) out of the one hundred forty (140) calendar days prior to the contract award; and
 - 19.1.4 have the ability to perform safely the basic functions of the applicable trade.
 - 19.1.5 be a resident of Alameda County at least six months prior to the hire date.
- 19.2 In the case of a Sole Proprietor/Owner Operator that is self-performing work, this Sole Proprietor/Owner Operator is not required to request a dispatch from the union hall. Sole Proprietors/Operators must be certified as such by some public agency acceptable to the County and the affected signatory unions. If the Sole Proprietor/Owner Operator hires employees subsequent to starting work on Covered Projects, all such employees would need to be requested from the union hall as described in subsection 19.3 below
- 19.3 The Union(s) will first refer to such Contractors one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractors' "core" employees as a journeyman and shall repeat the process, one and one, until such Contractors' crew requirements are met or until such Contractors have hired no more than five (5) Core Employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the Union(s)' hiring hall out-of-work list(s). For the duration of the Contractors' work the ratio shall be maintained and when the Contractors' workforce is reduced, Employees shall be laid off in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreement(s) with Signatory Union(s) hereto shall be bound to use the hiring hall provisions contained in the relevant MLA of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the MLAs as they relate to such Contractors.

- 19.4 For purposes relating to "Owner/Operators" used for the hauling of workers and materials, including water or oil. It is agreed that the Owner/Operator doing such hauling work may be dispatched to the job first (as a core employee) provided that such Owner/Operator has complied with and completed all registration requirements with the Union prior to dispatch.
- 19.5 All Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Union(s) so long as such procedures are in compliance with applicable federal, state or local law. The Contractor shall have the right to determine the competency of all employees and may reject any referral for any reason, provided that the Contractor complies with Article 22, Non-Discrimination, and in accordance with the applicable MLA.
- 19.6 In accordance with the Master Labor Agreement and in the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the request of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source ("Alternative Employees"). Upon hiring Alternative Employees, the Contractor shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired, which Alternative Employees shall be bound by the provisions of this Article and the Union(s)' hiring hall rules.
- 19.7 The Union(s) will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractors. The parties to this Agreement support the development of increased numbers of skilled construction workers from the Residents of Alameda County to meet the needs of the Project and the requirements of the industry generally. Accordingly, contingent upon request by the Contractor, the Unions agree to encourage the referral and utilization of Residents as journeyman and apprentices on the Project and the entrance of Residents into apprenticeships and training programs, as long such Residents possess the requisite skills and qualifications.

ARTICLE 20

DATA COLLECTION AND REPORTING

- 20.1 This article describes data collection, reporting guidelines and responsibilities for parties signatory to the PSCBA.
- 20.2 The County shall be responsible for collecting and maintaining accurate data on the availability of the Disadvantaged Population Residents available, capable and willing to work on Projects. This data will be made available and accessible to the Union.
- 20.3 On a monthly basis, Contractors must submit reports on the status and progress of local hiring on a craft by craft basis, including utilization of apprentices.

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

ARTICLE 21

HELMETS TO HARDHATS: VETERAN EMPLOYMENT

- 21.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Contractors and the Unions.
- 21.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.
- 21.3 The Contractors may also utilize the services of the "Swords to Ploughshares" program.

ARTICLE 22

NON-DISCRIMINATION

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

ARTICLE 23

GRIEVANCE PROCEDURE

- 23.1 All disputes concerning the interpretation and/or application of this Agreement that do not fall within the Article 11 No-Strike/No-Lockout procedure, Article 6 Work Assignments and Jurisdictional Disputes, Article 17 Local Hiring Program, or Article 18 Apprentices, shall be governed by the following grievance and arbitration procedure.
- 23.2 Grievances between one or more Union(s) and one or more Contractor regarding interpretation and/or application of this Agreement shall be pursued according to the following provisions:
- 23.2.1 A grievance shall be considered null and void if not brought to the attention of the Contractors or the Union(s) within ten (10) working days after the grievance is alleged to have occurred but in no event more than thirty (30) days after the charging party became aware of the event giving rise to the dispute.
- 23.2.2 Grievances between one or more Union(s) and one or more Contractors regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions:
- Step 1: The Contractors or the Union(s)' representative and the grievant shall attempt to resolve the grievance with the craft supervisor or Steward.
- Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Contractors or Union(s) to the grievant for discussion and resolution.
- Step 3: In the event that the representatives are unable to resolve the dispute within the five (5) working days after its referral to Step 2, either involved party may submit it within five (5) working days to the Joint Administrative Subcommittee, established in Section 10.2, which shall meet within five (5)

working days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union shall notify its international union representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all signatories of the Agreement. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) working days by either party to Step 4.

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

Step 5: Within seven (7) calendar days after referral of dispute in Step 4, the parties shall choose an arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list. The party who shall strike the first name shall be selected by the toss of a coin (1) Carol Isen (2) Barbara Kong-Brown (3) Thomas Angelo (4) Robert Hirsch (5) William Ricker. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

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

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

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

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

Step 3: Within seven (7) calendar days after referral of dispute in Step 2, the parties shall choose an arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list. The party who shall strike the first name shall be selected by the toss of a coin (1) Carol Isen (2) Barbara Kong-Brown (3) Thomas Angelo (4) Robert Hirsch (5) William Ricker. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

23.4 Where an issue is addressed in this Agreement and an MLA, this Agreement shall prevail. Where an issue is addressed in an MLA and not in this Agreement, the MLA shall control.

23.5 Grievances between a Union(s) and a Union(s)' signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement.

ARTICLE 24

MISCELLANEOUS PROVISIONS

- 24.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.
- 24.2 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
- 24.3 Ratification by Governing Board. This Agreement shall not be binding on the County until it is ratified by the Board of Supervisors.

ARTICLE 25

ENTIRE AGREEMENT

- 25.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLAs, shall in every instance exclusively apply to and control work performed on the Project. The provisions of this Agreement shall take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the MLAs, working rules, by-laws, constitution and other similar documents of the Unions, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement or mutually agreed to in writing and executed by the parties. Practices not part of the terms and conditions of this Agreement shall not be recognized.
- 25.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractors, nor the Unions will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the County.
- 25.3 The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any Board policy or requirement including, but not limited to, the construction contract, contract documents, project manual, and general conditions for the Project.
- 25.4 Provisions negotiated into any new or modified MLA which are less favorable to the Contractor shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified

MLA shall be resolved under the dispute and grievance arbitration procedures set forth in Article 23.

- 25.5 This Agreement may be executed in counterparts, such that the original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

ARTICLE 26

GENERAL SAVINGS CLAUSE

- 26.1 It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE 27

DURATION OF AGREEMENT

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

SIGNATURES

County of Alameda

By: _____
President, Board of Supervisors

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

By: Carey Baman
Deputy County Counsel

Building & Construction Trades Council of Alameda County:

By: Andreas Cluver
Andreas Cluver, Secretary-Treasurer

Signatory Unions:

Asbestos Workers, Local 16

By: Phil Berman

Boilermakers, Local 549

By: Michael D. [Signature]

Bricklayers & Allied Craftsmen, Local 3

By: Greg [Signature]

**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: [Signature]

Cement Masons, Local 300

By: [Signature]

Electrical Workers, Local 595

By: [Signature]

Elevator Constructors, Local 8

By: _____

Hod Carriers, Local 166

By: [Signature]

Iron Workers, Local 378

By: [Signature]

Laborers, Local 67

By: [Signature]

Laborers, Local 304

By: [Signature]

Operating Engineers, Local 3

By: _____

Plasterers, Local 66

By: [Signature]

Roofers, Local 81

By: [Signature]

Sheet Metal Workers, Local 104

By: [Signature]

Sign Display, Local 510

By: _____

Sprinkler Fitters, Local 483

By: [Signature]

Teamsters, Local 853

By: [Signature]

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

By: [Signature]

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

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

By: Michael Hernandez

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

By: _____

EXHIBIT A (Letter of Assent)

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

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

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

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

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher
Level Subcontractor)

(Authorized Officer & Title)

CA Number _____

(Address)

Contract Or Project # _____

(Phone) (Fax)

MEMORANDUM OF UNDERSTANDING

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

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

County of Alameda

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

President, Board of Supervisor

Eric W. McCloud

Date _____

Date 5-20-2013

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

By: Quarrey Beaman
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

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

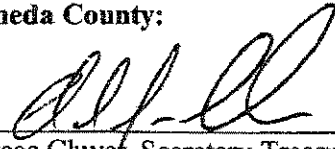
In the event the County decides to cover any given Project with an Owner Controlled Insurance Program (OCIP) during the life of the PS/CBA, the following language will apply:

The County intends to implement an OCIP, or wrap up insurance, on the Project. All Contractors and employees performing work on the Project, and not otherwise excluded from the OCIP; will be bound by the requirement of the OCIP Safety Manual; provided however, discipline imposed for alleged violations of the OCIP Safety Manual is subject to the Grievance procedures in Article 23. Any drug testing protocol established by the Contractor for the Project shall satisfy the requirements of the OCIP Safety Manual and be consistent with the MLAs. In the event that there is a conflict between the MLAs and the OCIP requirements, the OCIP requirements shall prevail.

County of Alameda

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

By: _____
President, Board of Supervisor

By: 
Andreas Cluver, Secretary-Treasurer

Date _____

Date 5/21/13

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

By: _____
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

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

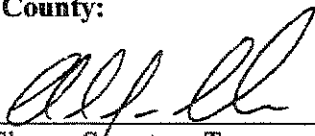
The parties agree that the PLA to which this letter is addended shall not apply to any contracts entered into by the Alameda County Public Works Agency for a period of three years from the effective date of the PLA, except that any and all trucking, as described in Article 5.4 of said PLA, shall be covered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

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

County of Alameda

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

By: _____
President, Board of Supervisor

By:  _____
Andreas Cluver, Secretary-Treasurer

Date _____

Date 5/21/13

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

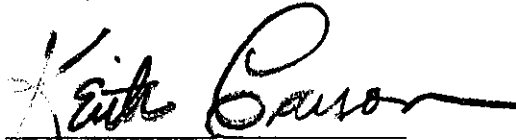
By: _____
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

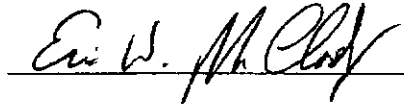
**COUNTY OF ALAMEDA
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT**

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

County of Alameda


President, Board of Supervisor

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8



Date 1 JUN 11 2013

Date 5-20-2013

Approved as to Form:

Donna R. Ziegler, County Counsel

By: 
Deputy County Counsel