

**Request For  
Pre-Qualification  
Of General Contractors**

**for the**

**Santa Rita Jail Accessibility Retrofit  
Project No. 14030-R2**

**November 30, 2020**

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# Notification of Pre-Qualification Requirements

**NOTIFICATION OF PRE-QUALIFICATION REQUIREMENTS  
for the  
COUNTY OF ALAMEDA  
Santa Rita Jail Accessibility Retrofit  
PROJECT #14030-R2**

The County of Alameda (“County”) is requesting Qualifications for construction services to retrofit Alameda County’s Santa Rita Jail (“Project”), as a multi-phase critical schedule project at the existing jail facility located at 5325 Broder Road, Dublin, CA 94568.

The County’s competitive selection process will proceed in two steps as follows:

**Step 1:** Is the Construction General Contractor Pre-Qualification for this Design-Bid-Build project. This phase consists of an objective scoring methodology to pre-qualify general contractor entities. Only the contractors that have been determined to be qualified in Step 1 will be allowed to participate in Step 2.

**Step 2:** Is the technical Proposal Phase of the selection process. Only those General Contractors (“Contractors”) that were determined to be qualified in Step 1 will be allowed to participate in Step 2. The County will distribute the Bid Documents to those Contractors pre-qualified in Step 1. The Bid Documents will be a detailed description of the County’s expectations for the Project including the Notice to Bidders, Project Plans and Specifications, Performance Criteria, Standard Form Design-Bid-Build Agreement, known site conditions and other pertinent project information.

**GENERAL DESCRIPTION OF THE PROJECT**

Description of the Project: The County of Alameda is making accessibility improvements to the Santa Rita Jail (SRJ) facility as a result of a previous settlement agreement. The renovation and improvements will be delivered in phases in conjunction with and observation by the facility’s building maintenance department (BMD) and the criminal justice operations of the Alameda County Sheriff’s Office (ACSO). The Project will consist of cell retrofitting and general upgrades and replacement of detention grade fixtures and furnishings within 10 housing units and the central core administration area of the Santa Rita Jail facility. All installations must comply with CBC title 24 & Americans with Disabilities Act (ADA) requirements along with state BSCC standards. Construction requirements will include management of an approved quality control program as well as approvals by the County’s Certified Access Specialist (CAsp) Monitor, the Board of State and Community Corrections (BSCC) and its Construction Manager under contract with the County of Alameda.

The County desires to complete the entire scope of construction by May 2022. Upon selection of the Pre-Qualified General Contractors, Construction Documents will be issued for lump sum competitive bidding to the Pre-Qualified General Contractors.

General Contractors who are interested in applying for Prequalification to bid this project must attend the Mandatory Pre-Submittal Conference.

## **GENERAL STATEMENT OF PRE-QUALIFICATION CRITERIA AND PRIORITIES**

The County is particularly interested in Contractors, their subcontractors, and management teams with the following qualifications:

- Successful experience with public sector correctional institution and jail facility renovation projects similar in size, scope, type, and complexity to the project identified in this pre-qualification.
- Experience with managing multiple construction crews with limited wireless communication in a large occupied jail facility.
- Ability to provide a workforce that will pass the on-site security requirements for working in the County's jail facility. This includes compliance with jail facility construction security procedures and work restrictions. See Attachment 2.
- Ability to perform to the Project's required construction phasing, ADA quality standards and completion goals for the County and ACSO.

## **STEP 1 - PRE-QUALIFICATION PROCESS CONFERENCE**

The following is the anticipated schedule of events and actions for this prequalification process:

- |  |                           |
|--|---------------------------|
| • Advertise/Issue Request for Pre-Qualification Submittals | November 30, 2020         |
| • Mandatory Pre-Submittal Conference (Virtual meeting)     | December 16, 2020         |
| • Pre-Submittal Conference Attendee List Issued            | December 17, 2020         |
| • Final Submittal of Written Clarifying Questions by       | December 29, 2020, 5:00PM |
| • GSA Response to Written Questions Issued                 | January 6, 2021           |
| • Submission Deadline for Pre-Qualification Documents      | January 20, 2021, 2:00PM  |
| • Notification of Qualified General Contractors            | February 3, 2021          |

Note: the above dates are approximate and are subject to change.

## **STEP 2- PROJECT BIDDING PROCESS AND CONSTRUCTION SCHEDULE:**

For those Contractors who are pre-qualified to participate in bidding the Project, the following is the anticipated schedule of events for bidding and construction:

- |   |                   |
|---|-------------------|
| • Contract Documents Available  | February 4, 2021  |
| • Mandatory Pre-Bid Conference & Site Visit No. 1<br>(for Pre-Qualified General Contractors and any<br>interested Subcontractors) | February 18, 2021 |
| • Addendum #1 – Bid Conference Attendees List Issued  | February 19, 2021 |
| • Site Visit No. 2 (Optional)   | February 23, 2021 |
| • Last Day for GSA to Receive Any Final Bidder Questions  | February 26, 2021 |
| • Addendum #2 - Bid Questions/Answers Issued  | March 2, 2021     |
| • Receipt of Bids and Bid Opening   | March 4, 2021     |
| • Notice of Intent to Award   | March 8, 2021     |
| • Last Day to Submit Bid Protest  | March 11, 2021    |

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- |  |                |
|--|----------------|
| • Board Award                              | March 9, 2021  |
| • Contract Execution and Notice to Proceed | March 23, 2021 |
| • Construction Complete                    | May 30, 2022   |

Note: the above dates are approximate and are subject to change.

All individuals, as Pre-Qualified General Contractors or any interested Subcontractors who wish to participate in the job walks for Site Visit No. 1 and Site Visit No. 2 indicated above, must receive, in advance, security site clearance from the County Sheriff. See Attachment 1 for this standard form.

### **MINIMUM BONDING REQUIREMENTS**

The minimum bonding capacity must equal or exceed the construction budget. Prospective Contractors that cannot provide bonding at that amount will not be considered qualified even though they may be qualified otherwise.

### **NOTICE OF PRE-QUALIFICATION REQUIREMENTS**

Notice is hereby given that the County has determined that all bidders on the Project must be pre-qualified prior to submitting a bid. It is mandatory that all Contractors, who intend to submit a bid, fully complete the Pre-Qualification Questionnaire Document, and provide all materials requested herein and be approved by the County to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Answers to questions contained in the Pre-Qualification Questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements (Profit & Loss Statement and Balance Sheet), with accompanying notes and supplemental information, are required. The County will use these documents to determine whether the Contractor is qualified to submit a bid for the Project. The County reserves the right to check other sources available. The County's decision will be based on objective evaluation criteria.

The intent of the Pre-Qualification Questionnaire and supporting information required is to assist the County in determining bidder responsibility prior to submission of bids. Neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the County from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

A Contractor will not be considered as qualified for bidding on this Project until the Contractor has met the requirements of the County. In addition, a Contractor may not be considered qualified where it has: (1) omitted requested information, or (2) falsified information.

### **IMPORTANT PROVISIONS OF THE PUBLIC CONTRACT CODE RELATED TO PRE-QUALIFICATION**

In 1999, the California Legislature enacted a law that allows many public agencies, including Alameda County, to require licensed Contractors that wish to bid for public works jobs to “pre-qualify” for the right to bid on a specific public work project, or on projects undertaken by a public agency during a specified period of time. Public Contract Code Section 20101 has the relevant provisions.

The County of Alameda has chosen to adopt the pre-qualification process described in Public Contract Code Section 20101 for this Project. Section 20101 requires every public agency that creates a pre-qualification procedure to: (1) use a standardized questionnaire and financial statement in a form specified by the public entity, (2) adopt and apply a uniform system of rating bidders on objective criteria, on the basis of the completed questionnaire and financial statements, and (3) create an appeals procedure, by which a Contractor that is denied pre-qualification may seek a reversal of that determination.

#### **PUBLIC RECORD / CONFIDENTIALITY**

The Pre-Qualification Documents (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in an appeal hearing. State law requires that the names of Contractors applying for pre-qualification status shall be public records subject to disclosure; the Contact Information page of the questionnaire will be used for that purpose.

#### **ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)**

The Project will comply with the requirements of the County’s Enhanced Construction Outreach Program (“ECOP”). All Pre-Qualified Contractors will be required to accept and acknowledge that they will meet the ECOP goals and requirements as they relate to the construction of the Project. Please see Attachments 3 and 4.

The ECOP includes:

- The requirement that Contractors meet or show good faith efforts (“GFE”) to meet a contract participation goal of 60% to be awarded to local businesses and 20% to certified small local business enterprises (“SBE”), which may include participation of the Contractor;
- The requirement that Contractors meet or show GFE to meet a sub-contractor or sub-consultant participation goal of 15% Minority-owned Business Enterprise (“MBE”) and 5% Women-owned Business Enterprise (“WBE”) sub-contractor participation;
- For purposes of the ECOP, an SBE is as defined using the current State definition of a small business, which is a business 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:
  1. A business with 100 or fewer employees with \$15 million or less in average gross annual revenue over the past three years, or
  2. A manufacturer with 100 or fewer employees.
- Strong encouragement to bidders to contract with businesses that can demonstrate the ability and willingness to provide jobs required to complete County construction projects to local apprentices, youth, unemployed and under-employed County residents.

## **PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT (PSCBA)**

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

## **COUNTY OF ALAMEDA RIGHTS**

The County reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

The County may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by the date specified above. There is no appeal from a refusal for an incomplete or late application. The closing date and time for pre-qualification submittals will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

The County reserves the right to accept pre-qualification applications despite minor irregularities and omissions in the information that would otherwise serve to disqualify a Contractor. The County reserves the right to make all final pre-qualification determinations and to determine at any time that the pre-qualification procedures will not be applied to the Project.

The County reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described for appealing a pre-qualification rating.

## **PROTEST PROCESS**



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Where the scoring of a timely submitted and complete Pre-Qualification Document results in a rating below that necessary to pre-qualify, a protest can be made by a non-qualifying Contractor. Upon request, the County will provide the non-qualifying Contractor, in writing, the basis for its disqualification and any copies of supporting evidence that has been received from others or adduced as a result of the County's own investigation.

Please see the following link for the County of Alameda policy on the Bid Protest/Appeals process:  
[www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm](http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm)

## **PREQUALIFICATION POINT OF CONTACT**

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

**Dana Tran, Senior Project Manager**  
**General Services Agency**  
**County of Alameda**  
**1401 Lakeside Drive, Suite 800**  
**Oakland, CA 94612**  
**Phone: 510.208.9582**  
**Email: [dana.tran@acgov.org](mailto:dana.tran@acgov.org)**

<p><b>NOTE:</b> The date by which clarifying questions on the Pre-Qualification Questionnaire must be submitted is <b>December 29, 2020, 5:00 PM</b>. No further questions regarding the Pre-Qualification Questionnaire or required documentation will be answered after that date and time.</p>
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The County reserves the right to extend the deadline for submittal of prequalification questionnaires. It will do so through an addendum sent by email to all parties that requested a pre-qualification questionnaire.

# Introduction and Overview

## **INTRODUCTION AND OVERVIEW OF THE PRE-QUALIFICATION PROCESS**

### **SUBMISSION REQUIREMENTS, DATE AND DELIVERY**

Each Pre-Qualification Questionnaire Document must be signed under penalty of perjury in the manner designated on the certification page, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing.

If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the County and provide updated accurate information in writing, under penalty of perjury.

The due date for the submission of the fully completed Pre-Qualification Document Package is:

**2:00 PM Pacific Time on January 20, 2021**

**A complete submission must be comprised of a digital copy (PDF format) on a Solid-state memory stick, and two (2) fully completed, signed, printed hard copy originals of all required documents.**

The Pre-Qualification Document Package must be submitted in a sealed envelope and marked “CONFIDENTIAL”, to Capital Programs, Attention: Dana Tran, Senior Project Manager, General Services Agency, County of Alameda, 1401 Lakeside Drive, Suite 800, Oakland, CA 94612. The submitted Pre-Qualification Document Package will be stamped upon receipt with an official date and time of receipt.

### **SCORING APPROACH**

The rating of the Contractor will result from consideration of the scores attained in parts II, III and IV of the questionnaire. The successfully qualified General Contractor must achieve a passing score in all three parts of the questionnaire. The scores achieved for the three scored parts are not aggregated to a “total score” to achieve a pass-fail rating. Rather, each part is stand-alone and must be passed sequentially. The Scoring Worksheet for all parts of this document can be found at the last section of this document.

### **PART I: INFORMATION ABOUT THE CONTRACTOR**

This part applies to the Contractor and is for identification purposes only. There is no scoring value to Part I. The first two pages of this part are the only public information portion of the Pre-Qualification Questionnaire Document (specifically the “Lead Person or Firm-Contact Information section and questions 1a. through 1g).

### **PART II: ESSENTIAL REQUIREMENTS FOR QUALIFICATION OF THE CONTRACTOR**

This part applies to the Contractor and is a series of yes/no questions. All questions must be answered correctly or the Contractor will be disqualified. If the Contractor correctly responds to each of these questions, its consideration of qualifications will advance to Part III.

If the Contractor is unable to correctly respond to each of these questions, they will be disqualified regardless of the results of the scored questions.

### **PART III: SCORED QUESTIONS FOR THE CONTRACTOR**

This part is comprised of the qualifications and experiences that the Contractor should possess. A series of questions that must be answered by the Contractor, each question has a pre-assigned score value. The total score attained establishes the rating for the Contractor.

For passing through this part, the Contractor must be able to answer the questions so that the aggregate score for all questions in this part is **equal to or greater than 100 points of the possible maximum score of 150**. If the Contractor passes Part III, consideration of its qualifications will proceed to Part IV.

### **PART IV: RECENT CONSTRUCTION PROJECTS COMPLETED**

This part is comprised of a series of questions relating to the Contractor's performance on three (3) completed projects of similar quality, size, scope and cost. These three (3) projects will be selected by the County from the total list of five (5) projects submitted by the Contractor and will involve a short set of interview questions.

### **PART V: INTERVIEW REFERENCE QUESTIONS**

The identified owner's representative for each project in Part IV above, will be contacted by the County's staff and will be asked be asked 15 questions, of which 14 questions have a score value range of 1 to 10. The Contractor must be given a score value for each question so that the aggregate score for all questions in this part is **equal to or greater than 98 points of the possible maximum score of 140**. If the Contractor passes Part IV, after having also passed Parts II and III, it is considered qualified.

### **PRE-QUALIFICATION DOCUMENT: REVIEW AND NOTIFICATION PROCESS**

The completed Pre-Qualification Document must be submitted by the deadline specified above. Once received, the review and notification process will be as follows:

1. The entire Pre-Qualification Package will be date-stamped upon receipt.
2. The Pre-Qualification Document will be reviewed for completeness by County staff **within three (3) working days from the submission deadline date**. The Contractor will be notified as to completeness. If the Pre-Qualification Document is complete, it will proceed to be reviewed and scored. If the Pre-Qualification Document is not complete, it will be disqualified.
3. The completed Pre-Qualification Document will be reviewed by County staff **within eight (8) working days from the submission deadline date**.
4. The Contractor will be notified of their qualification rating by regular mail or via electronic mail (email) **within ten (10) working days from the submission deadline date**.

If the Contractor is rated as "Qualified" for this Project, they will be eligible for bidding on the Project and will be notified of the opportunity to submit a Bid for the Project.

The County has set a due date for receiving Qualified Bids following Pre-Qualification. Please see Step 2 – Project Bidding Process and Construction Schedule in the Notification of Pre-Qualification Requirements section.

If the Contractor is rated as “Non-Qualified” for this Project, they may initiate a protest process as described in the Notification of Pre-Qualification Requirements section.

# Pre-Qualification Questionnaire

## PART I: INFORMATION ABOUT THE CONTRACTOR

### Lead Person or Firm - Contact Information

If Contractor is a sole proprietor or partnership:

Owner(s) of Company: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ EmailAddress: \_\_\_\_\_

Type of Entity (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Joint Venture ☐ Other Association

### Member Firm(s)

Discipline	Name	License
General Contractor		

### INFORMATION ABOUT THE GENERAL CONTRACTOR

1a. Date of formation or incorporation: \_\_\_\_\_

1b. State of formation or incorporation: \_\_\_\_\_

1c. How many persons does your organization currently employ: \_\_\_\_\_

1d. If your organization is a corporation, please complete the following table:

Provide information for each officer of the corporation or individual(s) with 20% or more of the corporate stock.

Position	Name	Years with Co.	% Ownership
President			

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Vice-President			
Secretary			
Treasurer			

1e. If your organization is a partnership, please complete the following table. Provide information for each partner who owns 20% or more of the firm.

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

1f. If your organization is a sole proprietorship, please complete the following table. Provide information for each member of the proprietorship.

Owner	Years as Owner

1g. If your organization is a joint venture, please complete the following table. Provide information for each member of the joint venture.

**Joint Venture Member #1**



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

**Joint Venture Member #2**

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

**Joint Venture Member #3**

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

- 1h. For each person listed in table 1d, 1e, 1f, or 1g, identify every construction company that the person has been employed with at any time **during the last five years**:

Name	Company	Position with Company	Dates of Employment with Company


2. Has there been any change in ownership of the Contractor at any time **during the last three years?** If so, note each change below:

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

☐ Yes ☐ No

If “yes,” explain:

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

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

☐ Yes ☐ No

If “yes,” explain:

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

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

☐ Yes ☐ No

If "yes," explain:

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

**2017:** \_\_\_\_\_ **2018:** \_\_\_\_\_ **2019:** \_\_\_\_\_

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

Contractor License Number	Classification	Expiration Date

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

Contractor License Number	Name of Qualifying Individual

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

☐ Yes ☐ No

If "yes," explain:

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

☐ Yes ☐ No

If “yes,” explain:

10. Bonding Information: Provide documentation from your surety identifying the following:

<b>Bonding Co./Surety:</b>		<b>Surety Agent:</b>	
<b>Agent Address:</b>		<b>Telephone #:</b>	

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

<b>Date</b>	<b>Surety</b>	<b>Address</b>

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

☐ Yes ☐ No

If “yes,” explain:

## PART II: ESSENTIAL REQUIREMENTS FOR QUALIFICATION THE CONTRACTOR:

**NOTE: Contractor will be automatically disqualified if the answer to any of questions 1 through 11 is “no”.**

1. Does the Contractor possess a valid, current California contractor’s license for the Project for which it intends to submit a bid?  
☐ Yes      ☐ No
2. Does the Contractor have a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 annual general aggregate, plus Excess Liability of \$5,000,000 per occurrence (CSL) and \$5,000,000 general aggregate?  
☐ Yes      ☐ No
3. Does the Contractor have current workers’ compensation insurance policies as required by the Labor Code or is it legally self-insured pursuant to Labor Code section 3700 et. seq.?  
☐ Yes      ☐ No
4. Has the Contractor attached the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?  
☐ Yes      ☐ No

**A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit is not a substitute for the required financial statement.**

5. Has the Contractor attached a notarized statement from a surety insurer admitted (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that the General Contractor’s current bonding capacity is sufficient for the project for which you seek pre-qualification (i.e.: does it meet or exceed \$10,000,000)?  
☐ Yes      ☐ No

<b>Notarized statement must be from the surety company, not an agent or broker.</b>
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6. Has the Contractor constructed at least one (1) correctional/detention facility with construction value in excess of \$10,000,000 that required coordinating work within an occupied facility or expanding an occupied facility?  
☐ Yes      ☐ No

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7. Has the Contractor constructed at least one (1) correctional/detention facility with construction value in excess of \$10,000,000 that incorporated ADA upgrades and/or where ADA retrofitting was the primary scope?  
☐ Yes ☐ No
8. Has the proposed Project Manager for this project constructed at least one (1) correctional/detention facility of a similar scope with construction value in excess of \$10,000,000 successfully?  
☐ Yes ☐ No
9. Has the proposed Superintendent for this project constructed at least one (1) correctional/detention facility of a similar scope with construction value in excess of \$10,000,000 successfully?  
☐ Yes ☐ No
10. Has the proposed Quality Control Manager (this does not have to be a different individual) for this project constructed at least one (1) correctional/detention facility of a similar scope with construction value in excess of \$10,000,000 successfully?  
☐ Yes ☐ No
11. Does the Contractor have a written Quality Assurance/Quality Control Program?  
☐ Yes ☐ No

**NOTE: Contractor will be automatically disqualified if the answer to any of questions 12 thru 20 is “yes”.**

12. Has the Contractor’s license been revoked or suspended at any time **in the last five (5) years?**  
☐ Yes ☐ No
13. Has a surety firm completed a contract on behalf of the Contractor, or paid for completion because the firm was default terminated by the project owner **within the last five (5) years?**  
☐ Yes ☐ No
14. Was the Contractor or any party to the Joint Venture in bankruptcy **at any time during the last five years?**  
☐ Yes ☐ No

15. **Within the last five years** has there ever been a period when the Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?
- ☐ Yes ☐ No
16. At the time of submitting this pre-qualification form, is the Contractor ineligible to bid on or be awarded or perform as a subcontractor a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
- ☐ Yes ☐ No
17. At any time **during the last five years**, has the Contractor or any of its owners or officers been convicted of a crime involving the awarding of a contract on a government construction project, or the bidding or performance of a government contract?
- ☐ Yes ☐ No
18. Has the Contractor or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
- ☐ Yes ☐ No
19. Has the Contractor or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
- ☐ Yes ☐ No
20. Has the Contractor or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
- ☐ Yes ☐ No

### PART III: SCORED QUESTIONS FOR THE CONTRACTOR

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

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

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

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

☐ Yes ☐ No

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

<b>Owner:</b>		<b>Address:</b>	
<b>Completed:</b>		<b>Amount:</b>	
<b>Other:</b>			

<b>Owner:</b>		<b>Address:</b>	
<b>Completed:</b>		<b>Amount:</b>	
<b>Other:</b>			

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

**NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.**



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☐ Yes      ☐ No

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

<b>Company:</b>		<b>Person:</b>	
<b>Year:</b>		<b>Owner:</b>	
<b>Basis:</b>			

<b>Company:</b>		<b>Person:</b>	
<b>Year:</b>		<b>Owner:</b>	
<b>Basis:</b>			

<b>Company:</b>		<b>Person:</b>	
<b>Year:</b>		<b>Owner:</b>	
<b>Basis:</b>			

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

☐ Yes      ☐ No

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

<b>Year:</b>		<b>Owner:</b>		<b>Project:</b>	
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<b>Basis:</b>

<b>Year:</b>		<b>Owner:</b>		<b>Project:</b>	
<b>Basis:</b>					

<b>Year:</b>		<b>Owner:</b>		<b>Project:</b>	
<b>Basis:</b>					

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

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

☐ Yes    ☐ No

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

<b>Project:</b>		<b>Date:</b>	
<b>Claimant:</b>		<b>Court:</b>	

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<b>Nature:</b>			
<b>Description:</b>			
<b>Project:</b>		<b>Date:</b>	
<b>Claimant:</b>		<b>Court:</b>	
<b>Nature:</b>			
<b>Description:</b>			

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<b>Project:</b>		<b>Date:</b>	
<b>Claimant:</b>		<b>Court:</b>	
<b>Nature:</b>			
<b>Description:</b>			

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

☐ Yes ☐ No

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

<b>Project:</b>		<b>Date:</b>	
<b>Entity:</b>		<b>Defendant:</b>	
<b>Description:</b>			

<b>Project:</b>		<b>Date:</b>	
<b>Entity:</b>		<b>Defendant:</b>	
<b>Description:</b>			

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<b>Project:</b>		<b>Date:</b>	
<b>Entity:</b>		<b>Defendant:</b>	
<b>Description:</b>			

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

☐ Yes      ☐ No

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

<b>Year:</b>		<b>Carrier:</b>		<b>Form:</b>	
<b>Comments:</b>					

<b>Year:</b>		<b>Carrier:</b>		<b>Form:</b>	
<b>Comments:</b>					

<b>Year:</b>		<b>Carrier:</b>		<b>Form:</b>	
<b>Comments:</b>					

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

☐ Yes      ☐ No

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

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**NOTE: Score based on highest single year**

<b>Year:</b>		<b>Rate:</b>	
<b>Explanation:</b>			

<b>Year:</b>		<b>Rate:</b>	
<b>Explanation:</b>			

<b>Year:</b>		<b>Rate:</b>	
<b>Explanation:</b>			

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

☐ Yes      ☐ No

If "yes," provide an acknowledgement of the County's ECOP program.

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10. Has the Contractor managed a project similar in size that required compliance with a Project Labor Agreement?

☐ Yes      ☐ No

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

☐ Yes ☐ No

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

<b>Date:</b>		<b>Surety:</b>		<b>Duration Period:</b>	
<b>Explanation:</b>					

<b>Date:</b>		<b>Surety:</b>		<b>Duration Period:</b>	
<b>Explanation:</b>					

<b>Date:</b>		<b>Surety:</b>		<b>Duration Period:</b>	
<b>Explanation:</b>					

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

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

☐ Yes ☐ No

If “yes,” describe the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

<b>Description:</b>		<b>Date:</b>		<b>Nature:</b>	
<b>Project:</b>		<b>Amount:</b>			

<b>Description:</b>		<b>Date:</b>		<b>Nature:</b>	
<b>Project:</b>		<b>Amount:</b>			

<b>Description:</b>		<b>Date:</b>		<b>Nature:</b>	
<b>Project:</b>		<b>Amount:</b>			

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

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

☐ Yes      ☐ No

If “yes,” describe each citation.

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

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

☐ Yes      ☐ No

If “yes,” describe each citation.

<b>Explanation:</b>
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**Explanation:**

**Explanation:**

15. Does the Contractor have a company-wide safety plan and OSHA certified personnel dedicated to the project?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

**Weekly**

☐

**Bi-Weekly**

☐

**Monthly**

☐

**Less Frequent**

☐

17. Has the Contractor been issued an Experience Modification Rate (EMR) (California workers’ compensation insurance) **for each of the past three premium years?**

☐ Yes ☐ No

If your EMR for any of these three years is or **was 1.00 or higher**, provide explanation.

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

<b>Current Year:</b>		<b>Rate:</b>	
<b>Explanation:</b>			

<b>Current Year:</b>		<b>Rate:</b>	
<b>Explanation:</b>			

<b>Current Year:</b>		<b>Rate:</b>	
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<b>Explanation:</b>
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18. Has there been **more than one occasion during the last five years** in which the Contractor was required to pay either back wages or penalties for the Contractor's failure to comply with the state's prevailing wage laws?

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

☐ Yes ☐ No

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

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

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

☐ Yes ☐ No

If "yes," describe the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees

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who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

<b>Violation:</b>		<b>Project:</b>	
<b>Completion:</b>		<b>Agency:</b>	
<b>Employees:</b>		<b>Amount:</b>	

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

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

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

Date	Department	Finding	Decision #

21. **During the past five years** has Contractor constructed or renovated correctional, jail, or other institutional facility under Board of State and Community Corrections (BSCC) jurisdiction that included accessibility or accessibility upgrades?

☐ Yes ☐ No

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If yes, identify projects(s):

Project	Location	Date Completed	Accessibility Scope

22. Does the Contractor have experience building, remodeling or renovating correctional, jail, or detention facilities of similar size, and scope and cost (higher than \$10 Million) to this Project?

☐ Yes ☐ No

If yes, identify projects(s):

Project	Location	Date Completed	Size, Scope, Cost

23. Identify the Project Manager who will be devoted full-time to this Project and the projects they have managed that are of similar size and scope?

Name	Years With Firm

Project	Location	Date Completed	Budget and Size

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24. Identify the Superintendent who will be devoted full-time to this Project and the projects they have managed that are of similar size and scope?

<b>Name</b>	<b>Years With Firm</b>

<b>Project</b>	<b>Location</b>	<b>Date Completed</b>	<b>Budget and Size</b>

25. Identify the Quality Assurance/Quality Control (QA/QC) Manager (this does not have to be a different individual) who will be devoted full-time to this Project and the projects they have managed that are of similar size and scope?

<b>Name</b>	<b>Years With Firm</b>

<b>Project</b>	<b>Location</b>	<b>Date Completed</b>	<b>Budget and Size</b>

## **PART IV: RECENT CONSTRUCTION PROJECTS COMPLETED AND REFERENCE INTERVIEW QUESTIONS**

Contractor shall provide information about **their three (3) most recently completed or active Public Works projects** of similar size, scope and complexity.

**Names and references must be current and verifiable.**

### Project No. 1

Project Name: \_\_\_\_\_

Project Description/  
Scope \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_

Owner Contact Phone: \_\_\_\_\_

Original Value of Construction: \_\_\_\_\_

Total Value of Construction (including change orders): \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

### Project No. 2

Project Name: \_\_\_\_\_

Project Description/  
Scope \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_

Owner Contact Phone: \_\_\_\_\_

Original Value of Construction: \_\_\_\_\_

Total Value of Construction (including change orders): \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

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Project No. 3

Project Name: \_\_\_\_\_

Project Description/  
Scope \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_

Owner Contact Phone: \_\_\_\_\_

Original Value of Construction: \_\_\_\_\_

Total Value of Construction (including change orders): \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

## REFERENCE INTERVIEW QUESTIONS

The following questions will be used to interview contacts selected from recently completed or active projects over the last 3 years submitted within Part IV. The County will contact the references listed and conduct the interviews. These questions are included in the package given to the Contractor for information only.

Project #: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project: \_\_\_\_\_

Brief Description: \_\_\_\_\_

1. Are there any outstanding stop notices, liens, or claims by the Contractor that are currently unresolved on contracts for which notices of completion were recorded **more than 120 days ago**?  
☐ Yes      ☐ No      If "yes," how many separate instances? \_\_\_\_\_
2. On a scale of 1-10, with 10 being the best, did the Contractor provide adequate project management for the project?  
Rating: \_\_\_\_\_
3. On a scale of 1-10, with 10 being the best, did the Contractor provide adequate construction superintending or supervision for the project? Rating: \_\_\_\_\_
4. On a scale of 1-10, with 10 being the best, was the Contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates?  
Rating: \_\_\_\_\_
5. On a scale of 1-10, with 10 being the best, did the Contractor adhere to the project schedule that your agency or business approved?  
Rating: \_\_\_\_\_
6. On a scale of 1-10, with 10 being the best, rate the Contractor on the timely submission of reasonable cost and time estimates to perform change order work.  
Rating: \_\_\_\_\_
7. On a scale of 1-10, with 10 being the best, rate the Contractor on how well they managed project design changes and their coordination amongst their subcontractor group to the project's schedule and owner's objectives.  
Rating: \_\_\_\_\_



8. On a scale of 1-10, with 10 being the best, rate how the Contractor provided required training to owner's staff and how timely they were to take care of warranty issues.  
Rating: \_\_\_\_\_
9. On a scale of 1-10, with 10 being the best, rate the Contractor on whether there was an unusually high number of change order requests for the project and whether or not the values and time durations requested were legitimate/accurate.  
Rating: \_\_\_\_\_
10. On a scale of 1-10, with 10 being the best, rate the quality control program and overall quality of the work completed on the project.  
Rating: \_\_\_\_\_
11. On a scale of 1-10, with 10 being the best, was the contractor cooperative with the owner and the architect, and how responsive and professional were they to issues or problems that would arise?  
Rating: \_\_\_\_\_
12. On a scale of 1-10, with 10 being the best, did the contractor try to resolve disputes in a fair and equitable manner?  
Rating: \_\_\_\_\_
13. On a scale of 1-10, with 10 being the best, how satisfied were you with the overall performance and knowledge base of the contractor in performing your ADA retrofit or upgrades?  
Rating: \_\_\_\_\_
14. On a scale of 1-10, with 10 being the best, how satisfied were the end users or occupants with the contractor and their completed construction?  
Rating: \_\_\_\_\_
15. On a scale of 1-10, with 10 being the best, how likely are you to potentially hire this contractor again for future work?  
Rating: \_\_\_\_\_

**Certification**

## **CERTIFICATION**

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

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Scoring Worksheets

## SCORING WORKSHEETS

The establishing of the qualification of a Contractor is determined by:

- 1) Confirming the appropriate responses to Part II: Essential Requirements do not exceed a point total point value of **zero (0)**;
- 2) Confirming minimum point total value of **98** value from responses to Part III: Scored Questionnaire and
- 3) Confirming minimum point total value of **84** from responses to all Part IV: Recent Construction Projects and Reference Interview Questions.

The table below gives the value of each scored question for the Part II: Essential Requirements and Part III: Scored Questionnaire parts. Scoring breakdown for Interview Questions of Part IV are found above in description of Part IV process.

The Scoring Worksheets list every essential requirement and scored question. The requirements and questions are abbreviated to capture the essence of the item. The abbreviation does not change the actual requirement or question as written in the Essential Requirements and Scored Questionnaire parts of the Pre-Qualification Questionnaire. The Scoring Worksheets are provided for informational purposes only to the Contractor. They will be filled out by evaluators of the proposals.

### PART II Essential Requirements For the Contractor

Question #	Requirement / Question	Yes	No	Score
	<b>1 POINT IF ANSWER IS NO TO QUESTIONS 1-11</b>			
1	<b>Does General Contractor have current California contractor's license?</b> <i>Yes = 0; No = 1</i>			
2	<b>Does General Contractor have liability insurance?</b> <i>Yes = 0; No = 1</i>			
3	<b>Does Contractor have workers' compensation insurance?</b> <i>Yes = 0; No = 1</i>			
4	<b>Is General Contractor's financial statement attached?</b> <i>Yes = 0; No = 1</i>			
5	<b>Is General Contractor's notarized surety statement attached?</b> <i>Yes = 0; No = 1</i>			
6	<b>Does General Contractor have experience in occupied correctional/detention facility?</b> <i>Yes = 0; No = 1</i>			
7	<b>Does General Contractor have experience in ADA upgrades in correctional/detention facility?</b> <i>Yes = 0; No = 1</i>			
8	<b>Does Project Manager have experience in correctional/detention facility project?</b> <i>Yes = 0; No = 1</i>			
9	<b>Does Superintendent have experience in correctional/detention facility project?</b> <i>Yes = 0; No = 1</i>			

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10	<b>Does Quality Control Manager have experience in correctional/detention facility project?</b> <i>Yes = 0; No = 1</i>			
11	<b>Does General Contractor have written Quality Assurance Program?</b> <i>Yes = 0; No = 1</i>			
	<b>1 POINT IF ANSWER IS YES TO QUESTIONS 12-20</b>			
12	<b>Has General Contractor license been revoked in the last five years?</b> <i>Yes = 1; No = 0</i>			
13	<b>Has Surety Firm completed contract on behalf of General Contractor in last five years?</b> <i>Yes = 1; No = 0</i>			
14	<b>Was Contractor in bankruptcy within the last five years?</b> <i>Yes = 1; No = 0</i>			
15	<b>Was Contractor without Workers' Compensation insurance within the last five years?</b> <i>Yes = 1; No = 0</i>			
16	<b>Is General Contractor ineligible to bid on public works?</b> <i>Yes = 1; No = 0</i>			
17	<b>Has General Contractor been convicted of crime on public contract?</b> <i>Yes = 1; No = 0</i>			
18	<b>Has Contractor been found liable or guilty in a criminal or civil action?</b> <i>Yes = 1 pt; No = 0</i>			
19	<b>Has General Contractor been convicted of a crime related to construction?</b> <i>Yes = 1 pt; No = 0</i>			
20	<b>Has General Contractor been convicted of a fraud, theft or dishonesty?</b> <i>Yes = 1 pt; No = 0</i>			
<b>Total Score for Essential Requirements</b> <b>(Disqualified if score is greater than zero "0")</b>				

**PART III Scored Questions for the General Contractor**

Question #	Requirement / Question	Yes	No	Instance	Score
1	<b>How many years General Contractor been in business in California?</b> <i>1 point per year in business up to a total of 10 points</i>				
2	<b>How many projects has General Contractor paid liquidated damages of \$50,000 or more in last five years?</b> <i>0 to 1 proj. = 5 pts; 2 proj. = 3 pts; more than 2 = 0</i>				
3	<b>Has General Contractor been prevented from bidding on public works projects in last five years?</b> <i>Yes = subtract 5 pts; No = 5 pts</i>				
4	<b>Has General Contractor been denied award of a public works projects in last five years?</b> <i>Yes = 0 pts; No = 5 pts</i>				

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5	<b>Has a claim over \$50,000 been filed against General Contractor in last five years?</b> <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances.</i>				
6	<b>Has General Contractor filed a claim of more than \$50,000 against owner in last five years?</b> <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2 instances</i>				
7	<b>Has any insurance carrier refused to renew General Contractor policy?</b> <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for more than 2</i>				
8	<b>Has General Contractor paid more than 1% for a performance &amp; payment bond?</b> <i>5 pts for up to 1%; 3 pts for no higher than 1.10%; 0 pts for higher than 1.1%.</i>				
9	<b>Has General Contractor read Document 00 22 19 and committed to ECOP program?</b> <i>Yes =1; No =0</i>				
10	<b>Has General Contractor managed a similar project under project labor agreement?</b> <i>Yes =5; No =0</i>				
11	<b>Has a surety ever denied General Contractor bond coverage in last five years?</b> <i>Yes =0; No =5</i>				
12	<b>Has CAL OSHA cited General Contractor for serious, willful or repeated safety violations in last five years?</b> <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for any other answer</i>				
13	<b>Has federal OSHA cited General Contractor for safety violations in last five years?</b> <i>5 pts for 0 or 1 instance; 3 pts for 2 instances; 0 pts for any other answer</i>				
14	<b>Has EPA, AQMD or RWQCB assessed penalties against General Contractor?</b> <i>5 pts for 0 to 1 instance; 3 pts for 2 instances; 0 pts for any other answer</i>				
15	<b>Does General Contractor have personnel assigned to safety?</b> <i>Yes = 1; No = 0</i>				
16	<b>Does General Contractor require documented safety meetings?</b> <i>Yes, weekly =1; any other answer=0</i>				
17	<b>Has General Contractor been issued an EMR for last three years?</b> <i>2 pts for .95 or less; 1 pts if between .96 and 1.00; 0 pts for any other answer</i>				
18	<b>Has General Contractor failed to comply with state prevailing wage laws?</b> <i>0 pts for 0 instances; deduct 1 point for each instance</i>				
19	<b>Has General Contractor failed to comply with federal prevailing wage laws?</b> <i>0 pts for 0 instances; deduct 1 point for each instance</i>				

Request for Pre-Qualification of General Contractors for  
**Santa Rita Jail Accessibility Retrofit Project #14030-R2**

20	<b>Has General Contractor violated California apprentice laws?</b> <i>0 pts for 0 instances; deduct 1 point for each instance</i>				
21	<b>Has General Contractor constructed/renovated correctional/jail/institutional facilities buildings with ADA?</b> <i>3 points per project up to a total of 15 points</i>				
22	<b>Does General Contract have experience on building projects of similar size?</b> <i>2 points per project up to a total of 10 points</i>				
23	<b>Does General Contractor have experienced Project Manager?</b> <i>2 points per project for a total of 10 points</i>				
24	<b>Does General Contract have experienced Project Superintendent?</b> <i>2 points per project for a total of 10 points</i>				
25	<b>Does General Contractor have QA/QC Manager assigned to this project?</b> <i>2 points per project for a total of 10 points</i>				
<b>Total for Scored Contractor Questions</b> <b>Minimum Qualifying Score is 100</b>					

**Summary of Scored Questions for Contractor**

Section	Section Score
<b>Part II: Essential Requirements For the Contractor</b> (If score is greater than zero (0), Contractor is Disqualified)	
<b>Part III. Scored Questions for the Contractor</b> (Minimum qualifying score is <b>98</b> points out of Maximum Score of 130)	
<b>Part IV: Recent Construction Projects and Reference Interview Questions</b> (Minimum qualifying score is <b>84</b> points out of Maximum Score of 140)	



☐ New☐ Renewal

## ALAMEDA COUNTY SHERIFF'S OFFICE

## DETENTION AND CORRECTIONS SECURITY CLEARANCE FORM



Please print or type all entries. Please complete this form in its entirety. Illegible or incomplete forms will be returned.

Any additional information may be attached to the application

## Purpose of obtaining security clearance

<input type="checkbox"/> Santa Rita Jail	Volunteer	Contractor	Medical	Mental Health	Schools	Other	Temporary <input type="checkbox"/>
<input type="checkbox"/> Inmate Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Full-Time <input type="checkbox"/>
Employer / Contractor:		Job Title:		Supervisor:			
Reason for Visit:							

## Personal Information

Last:	First:	MI:	Race:	Sex:
DOB:	SSN:	CDL/ID:	State: CA	
Address:		City:	Zip:	
Contact Phone #:	E-mail:			
Emergency Contact:		Phone #:		

## Criminal History

\*\*\* FAILING TO LIST AN ARREST OR CONVICTION MAY BE BASIS FOR DENIAL \*\*\*

Do you have any family members or personal friends in custody in the Alameda County Jail System?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever been arrested, charged, or convicted of any criminal offense?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever engaged in any type of sexual abuse in any confinement setting?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you been found civilly liable for engaging in any form of sexual abuse?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you been civilly or administratively adjudicated to have engaged in sexual abuse in any confinement facility?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you used any illegal narcotics within the last five years?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Are you currently on probation or parole?	YES <input type="checkbox"/> NO <input type="checkbox"/>

If you answered yes to any of the above questions, please explain below:

## Policy Acknowledgement

I certify that the statements contained herein are true. I understand that any false or inaccurate information may result in the denial of my application. I authorize the Office of the Sheriff to conduct any investigation to confirm the above listed information. I authorize the release of all confidential documents to the Alameda County Sheriff's Office to determine my eligibility for a security site clearance. I understand that I am subject to and give my consent to be searched, including my person affects and vehicle while I am on Sheriff's Office Property. I acknowledge that I will notify the Sheriff's Office in writing within 24 hours, if anyone I know comes into custody within the Alameda County Jail System.

Applicant Signature:

Date:

## Office Use Only

DMV:	REMARKS:
WARRANTS:	REMARKS:
FBI:	REMARKS:
CII:	REMARKS:
PRIVATE LICENSE:	REMARKS:
Processed By:	Badge #: Date:
Reviewed by Sergeant:	Badge #: Date: APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>
Reviewed by Lieutenant:	Badge #: Date: APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>
Facility Commander:	Date: APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>

Fax completed form to Classification: (925) 828-4151. For Inmate Services, fax completed form to: (925) 551-6586.

DOCUMENT 00 22 19

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

**GENERAL**

**1. PURPOSE**

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

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

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

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

**2. APPLICATION**

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

**3. DEFINITIONS**

- 3.1 LOCAL BUSINESS ENTERPRISE (LBE)

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

3.2 MINORITY OR WOMEN BUSINESS ENTERPRISE (MWBE)

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

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

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

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

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

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

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

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

3.2.2.5 MBE/WBE certification from the City of Los Angeles

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

3.3 MINORITY PERSON

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

3.4 SMALL BUSINESS ENTERPRISE (SBE)

3.4.1 For the purposes of this program, an SBE meets the current State of California definition of a small business, which is one that:

3.4.1.1 Must be independently owned and operated;

3.4.1.2 Cannot be dominant in its field of operation;

3.4.1.3 Must have its principal office located in California;

3.4.1.4 Must have its owners (or officers in the case of a corporation) domiciled in California; and

3.4.1.5 Together with its affiliates, be either:

3.4.1.5.1 A business with 100 or fewer employees, and an average annual gross receipts of \$15 million or less over the previous three tax years, or

3.4.1.5.2 A manufacturer with 100 or fewer employees.

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

3.4.1.6.1 Alameda County Transportation Commission (Alameda CTC)

3.4.1.6.2 California Department of General Services (DGS)

3.4.1.6.3 Port of Oakland

3.4.1.6.4 City of Oakland

3.4.1.6.5 and, when the State SBE definition is met, Alameda County (SLEB certification)

### 3.5 SMALL LOCAL BUSINESS ENTERPRISE (S/LBE)

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

#### 4. ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) GOALS

##### 4.1 MBE PARTICIPATION SUBCONTRACTING – 15% GOAL

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

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

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

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

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

##### 4.2 WBE PARTICIPATION SUBCONTRACTING – 5% GOAL

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

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



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

4.3 LBE PARTICIPATION GOALS –60% GOAL

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

4.4 S/LBE PARTICIPATION - 20% GOAL

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

- 4.4.1.2 An S/LBE prime contractor may count a portion or all of its work towards meeting the goal and/or the S/LBE goal may be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers. For purposes of meeting this goal, the 20% S/LBE participation may also be counted toward achieving the 60% LBE participation goal.

**5. SMALL BUSINESS ENTERPRISE 5% BID PREFERENCE**

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

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

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

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

- 7.1 It is required that bidders exercise a good faith effort to secure the participation, as set forth in the specifications, of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers on the project. Achievement of the ECOP goals shall constitute prima facie evidence of a Good Faith Effort (GFE). The failure of any bidder to make a good faith effort to achieve the specified participation of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers may be grounds for determining that the bid is non-responsive.
- 7.2 In order to be considered for an award, responsible bidders must submit documentation to support the ECOP goals met and the GFEs made. The documentation submitted by each bidder shall be referred to as the ECOP Package.
- 7.3 ECOP Package shall include, but not limited to, ECOP Form 101A, 101B, 102A, 102B and 102C (provided separately as Excel fillable forms) and supporting documentation verifying ECOP goals met and GFEs made. The ECOP Package must be submitted no later than 2:00 p.m. on the second business day following bid opening.

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



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

7.8 ECOP GOALS / GOOD FAITH EFFORTS REQUIRED

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

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

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

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

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

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

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

## 8. JOINT VENTURES

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

## 9. NONDISCRIMINATION

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

compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

## **SECTION II**

### **CONTRACT COMPLIANCE REQUIREMENTS**

#### **1. APPLICATION**

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

#### **2. ALAMEDA COUNTY CONTRACT COMPLIANCE SYSTEM**

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

2.4.1 For systems support visit Elation Systems online at <http://www.elationsys.com/> or contact them at (925) 924-0340.

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

### 3. MEETINGS

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

### 4. INFORMATION AND RECORDS

4.1 For the purposes of determining compliance with this program, the Contractor shall provide the County with access to all records and documents that relate to M/W/S/LBE participation. To the extent permitted by applicable law, proprietary information will be safeguarded.

4.2 The Contractor must submit the following information to the County on Alameda County approved forms. All subcontractor submittals must be through the prime contractor.

4.2.1 S/LBE Participation Information and M/WBE Subcontractor Participation Information, (ECOP Forms 101A, 101B, 102A, and 102B provided separately as Excel fillable forms) submitted no later than 2:00 p.m. on the second business day following bid opening.

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

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

## SECTION III

### NON-COMPLIANCE WITH ECOP

#### 1. APPLICATION

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

#### 2. DETERMINATION OF NON-COMPLIANCE

2.1 During the performance of the contract, if the General Services Agency has reason to believe or finds that the Contractor has not met the ECOP requirements in the contract, the Director of the General Services Agency (or the Director's designee) shall hold a meeting with the Contractor for the purpose of determining



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

### 3. SANCTIONS

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

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

## SECTION IV

### 1. OUTREACH

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

## 2. CONTRACTOR RESOURCES

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

### **Alameda County Contractor Technical Assistance Program (CTAP)**

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

### **Asian American Contractors Association**

Juliana Choy Sommer, President (415) 642-1818 [www.aaca-sf.com](http://www.aaca-sf.com)

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

(510) 686-2555 [www.wrmsdc.org](http://www.wrmsdc.org)

### **Women’s Business Enterprise National Council (WBENC) – WBE certifications only -** [www.wbenc.org](http://www.wbenc.org)

### **California Public Utilities Commission (CPUC) The Supplier Clearinghouse**

MBE and WBE vendors and certifications - [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com)

### **Alameda County Transportation Commission**

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

Visit the following County of Alameda GSA websites for

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

## BIDDER INFORMATION AND ACCEPTANCE

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

The undersigned has read and agrees to the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program, Document 00 22 19 of the Bid packet and declares that the ECOP Forms 101A, 101B, 102A,



102B and 102C (Excel Fillable Forms provided separately) have been completed accurately by the Prime Firm submitting the bid.

Official Name of Bidder: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**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 Section 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 "PROJE
- 1.2. CT 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 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. COORDINATOR

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

#### 2.1.3. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 2.1.3.1. The assignment of the Work to subcontractors is solely the responsibility of the Contractor.
- 2.1.3.2. Each Contractor shall attend a Pre-Job Conference with the Building and Construction Trades Council of Alameda County (Council) prior to commencing Work, as specified in Paragraph 2.1.4 of this Document 00 73 49. The Contractor will notify the County and the Coordinator in advance of all such conferences.
- 2.1.3.3. Any jurisdictional disputes regarding the assignment of the Work of this Contract will be resolved per the requirements of the PSCBA.

#### 2.1.4. PRE-JOB CONFERENCE

- 2.1.4.1. A mandatory Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor and Subcontractor contract. All meetings shall be held in accordance with the PSCBA.
- 2.1.4.2. 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
- 2.1.4.3. 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.

- 2.1.4.4. The County or 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 the PSCBA.

#### 2.1.5. JOINT ADMINISTRATIVE COMMITTEE MEETINGS

- 2.1.5.1. 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.
- 2.1.5.2. The Contractors shall provide progress report as described in Paragraph 2.1.8 of this Document.

#### 2.1.6. LOCAL HIRING PROGRAM

- 2.1.6.1. The Contractor agrees to achieve the inclusion of Residents and Disadvantaged 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 a minimum of 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.
  - 2.1.6.2.1. If Residents are not available to meet the requirements described in Paragraph 2.1.6.2, then the Contractors and subcontractors shall make and be prepared to demonstrate good faith efforts to reach these goals, as described in the PSCBA All requests for referrals under this subsection shall be in writing, including but not limited to the following:
  - 2.1.6.2.2. Within one week of the issuance of the Notice to Proceed, the Contractors shall meet with the County or Coordinator to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.
  - 2.1.6.2.3. 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.
  - 2.1.6.2.4. If staffing with the Contractor's current crew members has not enabled satisfaction of the Percentage Requirement in Section

2.1.6.2 the Contractor shall request from the Coordinator a copy of the list of Disadvantaged Residents in accordance with Section 19.3 of the PSCBA, and shall sponsor a Disadvantaged Resident for enrollment in the applicable JATC if possible, or if sponsorship is not possible, shall request referral of a Disadvantaged Resident from the appropriate Union hiring hall or apprenticeship program, as required, using "name call," "rehire," or other available procedures to satisfy the Percentage Requirements.

- 2.1.6.2.5. Immediately contact the County and the Coordinator if a union hiring hall dispatcher will not or cannot, upon request of the Contractor, dispatch Residents or Disadvantaged Residents.
- 2.1.6.2.6. 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. For purposes of meeting goals set forth in 2.1.6.2 and 2.1.7.1 Residents and Disadvantaged Residents qualify as "name calls" or "rehires".
- 2.1.6.2.7. Maintain records for each Resident of Alameda County who was referred but not hired along with an explanation why the worker was not hired.
- 2.1.6.2.8. Document participation in any local employment training programs and submit documentation of such to the County within ten (10) days if requested by County.
- 2.1.6.2.9. 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.
- 2.1.6.2.10. 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 list of apprentices or potential apprentices qualifying as Disadvantaged Residents under the local hiring provision of the PSCBA, in the event, the County has not developed this list, 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 for it and/or its subcontractors Disadvantaged Residents perform at least 40 percent of all apprentice hours worked, for the project overall (i.e., not on a craft-by-craft basis). Disadvantaged Resident 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. All Disadvantaged Residents must be unemployed at the commencement of work, as described in the PSCBA.
- 2.1.7.2. Contractors shall exercise their best efforts to recruit apprenticeship program applicants from Disadvantaged Residents as described in the PSCBA
- 2.1.7.3. The Contractor shall request dispatch of apprentices, including Disadvantaged Residents, 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 County or 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. Special attention is directed to Division 2, Part 7, Chapter 1, Article 2 of the State Labor Code concerning wages. Contractor and each Subcontractor shall pay to all workers employed on the Work not less than the prevailing rate of wages as determined by the Director of the State Department of Industrial Relations. Pursuant to Section 1773 of the State Labor Code, the County has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality(ies) in which the Work is to be performed and has copies available upon request from the Procurement Department, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Contract Work or request a wage determination from the State Department of Industrial Relations (DIR) for the craft or classification.
- 3.2. The Contractor and all Subcontractors shall comply with all applicable requirements of California Labor Code Section 1777.5 which, among other things, requires that only registered apprentices, as defined by Labor Code Section 3077, can be employed at the apprentice wage rate on public works.
- 3.3. Pursuant to Section 1771.4 of the State Labor Code, this Contract is subject to compliance monitoring and enforcement by the DIR. Furthermore, the Contractor shall post Jobsite notices, as prescribed by regulation. Pursuant to Section 1775 of the State Labor Code, the Contractor and Subcontractors are subject to being assessed a penalty of up to two hundred dollars (\$200) by DIR for each calendar day for each worker who is paid less than the prevailing wage rate for the work or craft in which the worker is employed. Each Contractor and Subcontractor shall furnish the payroll records specified in Section 1776 of the State Labor Code directly to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner. In addition, under Section 1815 of the State Labor Code, workers who perform work in excess of eight (8)

hours per Day, or more than forty (40) hours during any week, shall be compensated at no less than 1 ½ times the basic rate of pay for all hours worked in excess of eight (8) hours per Day, and any hours in excess of forty (40) hours during any week. Pursuant to Section 1813 of the State Labor Code, DIR may impose additional penalties of twenty-five dollars (\$25) for each worker employed for each calendar Day during which the worker is required or permitted to work more than eight (8) hours a Day or forty (40) hours in a week without paying the required compensation

3.4.

4. 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. The Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code § 1813 **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**  
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[www.davillier-sloan.com](http://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

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### Labor Compliance

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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](mailto: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](http://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 15<sup>th</sup> 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](http://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 one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

## 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) (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.**

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

## 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)



## **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 Form (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 <sup>1</sup>	* 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

9)	Select a county	Select an occupation		\$		\$ 0.00
10)	Select a county	Select an occupation		\$		\$ 0.00
11)	Select a county	Select an occupation		\$		\$ 0.00
12)	Select a county	Select an occupation		\$		\$ 0.00
13)	Select a county	Select an occupation		\$		\$ 0.00
14)	Select a county	Select an occupation		\$		\$ 0.00
15)	Select a county	Select an occupation		\$		\$ 0.00
16)	Select a county	Select an occupation		\$		\$ 0.00
17)	Select a county	Select an occupation		\$		\$ 0.00
18)	Select a county	Select an occupation		\$		\$ 0.00
19)	Select a county	Select an occupation		\$		\$ 0.00
20)	Select a county	Select an occupation		\$		\$ 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

### About DIR

Who we are  
 DIR Divisions, Boards & Commissions  
 Contact DIR

### Work with Us

Licensing, registrations, certifications & permits  
 Notification of activities  
 Public Records Act

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# **TO BE TYPED ON COMPANY LETTERHEAD**

## **STATEMENT OF NON-PERFORMANCE**

Payroll # \_\_\_\_\_

Date \_\_\_\_\_

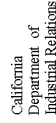
I do hereby state that no persons employed on the construction of the

\_\_\_\_\_ 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 ( LLLL9999 ) 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 (LLLL9999). 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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[Find a registered apprentice](#)  
[Train employees through apprenticeship](#)  
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**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 1771<sup>1</sup>.
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

\_\_\_\_\_  
<sup>1</sup> 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.



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

**for the**

**COUNTY OF ALAMEDA**

C-2020-146

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## PREAMBLE

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

## RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1**

### **DEFINITIONS**

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

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

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

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

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

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

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

and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Party" shall mean the County, the Council, and the Unions.

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

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

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

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

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

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

## **ARTICLE 2**

### **PURPOSE**

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

## **ARTICLE 3**

### **SCOPE OF AGREEMENT**

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

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



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

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

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

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

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

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

#### ARTICLE 4

## **RELATIONSHIP BETWEEN PARTIES**

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

## **ARTICLE 5**

### **SUBCONTRACTS**

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

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

- 5.4 Each Contractor with a contract directly with the County has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor's subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, that Contractor shall continue to have such primary obligation.
- 5.5 Each Contractor, which includes all subcontractors of any tier performing work on the Covered Project, shall give written notice to the relevant Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) business days of entering such subcontract or before the subcontractor commences work on the Covered Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the Contractors State License Board license number of the subcontractor (if required) and the scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference.
- 5.6 Signatory Contractors:
- 5.6.1 With regard to any Contractor that is independently signed to any Master Labor Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in Section 5.6.2 below. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory Contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory Contractors under an MLA, except as specifically set forth in Section 5.6.2 below.
- 5.6.2 If a craft union ("aggrieved union") believes that an assignment of work for a Covered Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by Section 5.6.1 above, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to Section 5.6.1 above, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of damages under the former shall be null and void *ab initio*.

## **ARTICLE 6**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

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

## **ARTICLE 7**

### **PRE-JOB CONFERENCE**

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

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

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

## **ARTICLE 8**

### **JOINT ADMINISTRATIVE COMMITTEE MEETINGS**

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

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

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

## ARTICLE 9

### COORDINATOR



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

## **ARTICLE 10**

### **UNION RECOGNITION AND REPRESENTATION**

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

## **ARTICLE 11**

### **NO STRIKES - NO LOCKOUTS**

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

- 11.1.1 Withholding of employees for failure of a Contractor to meet its weekly payroll is not a violation of this Article 11; however, the Union shall submit documentation of the failure to pay to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.
- 11.1.2 Should a Contractor performing work on a Covered Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, withholding of employees for failure of a Contractor to make Trust Fund contributions is not a violation of this Article 11; however, the Union or Trust Fund shall submit documentation of the failure to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees. The documentation will indicate the amount of delinquency asserted and the period that the delinquency covers, to the best of the Union's or Trust Fund's knowledge. The Union or Trust Fund may request that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund until such delinquencies are satisfied, and the Contractor agrees that the County may issue joint checks to the Contractor and the Trust Fund until the delinquency is satisfied. It is agreed, however, with respect to Contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements.
- 11.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application on the Covered Project and/or failure of the parties to that agreement to reach a new contract. If a Master Labor Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Labor Agreement, the Union agrees that it will not strike or withhold labor from the Contractor for said contract for Covered Work and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for Covered Work until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the Union and Contractors agree to an interim agreement that will apply until a new Master Labor Agreement is reached, then, the Contractor may work under the terms of the interim agreement until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the new or modified Master Labor Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Labor Agreement to its effective date which is applicable to employees who performed work for the project during the interim period. Such compliance shall occur within seven (7) days after notification by the Union.

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

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

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

## **ARTICLE 12**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 13**

## **WORK RULES**

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

## **ARTICLE 14**

### **WAGE SCALES AND FRINGE BENEFITS**

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

## **ARTICLE 15**

### **HOURS OF WORK, OVERTIME, SHIFTS and HOLIDAYS**

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

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

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

## **ARTICLE 16**

### **HEALTH AND SAFETY**

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

## **ARTICLE 17**

### **REFERRAL PROCESS**

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

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

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



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

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

## ARTICLE 18

### LOCAL HIRING PROGRAM

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

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

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

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

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

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

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

five days.

18.3.2 Resident Hiring – Overall Workforce. If staffing with Contractor's current crew members has not enabled satisfaction of the Percentage Requirement in Section 18.2.1, the Contractor shall request referral of needed Residents from the appropriate Union hiring hall, using "name call," "rehire," or other available procedures to satisfy the Percentage Requirements. All requests for referrals under this subsection shall be in writing.

18.3.3 Disadvantaged Resident Hiring – Apprentices. If staffing with the Contractor's current crew members has not enabled satisfaction of the Percentage Requirement in Section 18.2.2, the Contractor shall request from the Coordinator a copy of the list of Disadvantaged Residents set forth in Section 19.3 and shall sponsor a Disadvantaged Resident for enrollment in the applicable JATC if possible, or if sponsorship is not possible, shall request referral of a Disadvantaged Resident from the appropriate Union hiring hall or apprenticeship program, as required, using "name call," "rehire," or other available procedures to satisfy the Percentage Requirements. All requests for referrals under this subsection shall be in writing.

18.3.4 Contractors' employees on sites other than Covered Projects may be credited toward satisfaction of the Percentage Requirements, if such hours are worked during term of the Contractor's work on the Covered Project, and if such work is performed in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma. The Contractor is responsible for providing written evidence, such as certified payroll records or other documents as approved by the JAC, of Resident and/or Disadvantaged Resident hours worked on such sites.

#### 18.4 Oversight and Enforcement.

18.4.1 With day-to-day support from the Coordinator, the JAC shall provide oversight regarding the Local Hiring Program and will serve as the central forum for representatives of all interested or affected parties to exchange information and ideas and to advise the County staff and the Coordinator concerning the operation and results of the Local Hiring Program and the ongoing role of this Project Stabilization/Community Benefits Agreement as an integral component of the Local Hiring Program. As part of these responsibilities, the JAC will assess the obstacles to success of achieving inclusion of Residents and Disadvantaged Residents in the construction opportunities and shall make recommendations to overcome some of those obstacles.

18.4.2 Contractor requirements of the Local Hiring Program shall be terms of the prime contracts awarded by the County on Covered Projects, and enforcement actions shall be pursuant to contract compliance procedures set forth in such contracts.

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

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

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

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

## ARTICLE 19

### REPORTING

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

## **ARTICLE 20**

### **HELMETS TO HARDHATS: VETERAN EMPLOYMENT**

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

## **ARTICLE 21**

### **NON-DISCRIMINATION**

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

## **ARTICLE 22**

### **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 23**

### **MISCELLANEOUS PROVISIONS**

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

## **ARTICLE 24**

### **ENTIRE AGREEMENT**

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



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

## ARTICLE 25

### GENERAL SAVINGS CLAUSE

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

## ARTICLE 26

### DURATION OF AGREEMENT

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


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

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

## SIGNATURES


County of Alameda

By:

  
\_\_\_\_\_  
President, Board of Supervisors

**Approved as to Form:**

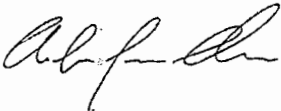
**Donna R. Ziegler, County Counsel**

By:   
\_\_\_\_\_  
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Audrey Beaman  
Deputy County Counsel

## Building & Construction Trades Council of Alameda County

By:

  
\_\_\_\_\_  
Andreas Cluver, Secretary-Treasurer

**Unions**

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

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

**EXHIBIT A**

**SIDE LETTER**

**PUBLIC WORKS PROCUREMENT**


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

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

**County of Alameda**

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

By \_\_\_\_\_  
President, Board of Supervisors

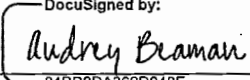
  
By \_\_\_\_\_  
Andreas Cluver, Secretary-Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Approved as to Form:**

Donna R. Ziegler, County Counsel

By:   
Audrey Beaman  
Deputy County Counsel



**EXHIBIT B**

**CONTRACTOR AGREEMENT TO BE BOUND**

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

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

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

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

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

Name of Authorized Person (print): \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Telephone Number of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

State Public Works Registration Number: \_\_\_\_\_

**EXHIBIT C**

**SIDE LETTER**

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

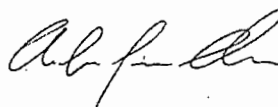
In the event the County decides to cover any given Covered Project with an Owner Controlled Insurance Program (OCIP) during the life of the PS/CBA, the following language will apply:

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

**County of Alameda**

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

By \_\_\_\_\_  
President, Board of Supervisors

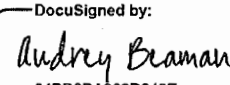
  
By \_\_\_\_\_  
Andreas Cluver, Secretary-Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Approved as to Form:**

Donna R. Ziegler, County Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
Audrey Beaman  
Deputy County Counsel



**EXHIBIT D**

**LIST OF CURRENT MASTER LABOR AGREEMENTS**

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