



AC Transit District

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October 20, 2014

ADDENDUM No. 2

IFB No.: 2015-1305

AC Transit Advanced Utility Relocations Project

Acknowledge receipt of this addendum in the space provided on the BID SUBMISSION FORM. Failure to do so may subject Bidder to disqualification.

Documents included as part of Addendum # 2: updated Schedule of Bid Prices, Project Labor Agreement, Construction Careers Policy, updated Specifications, and updated Drawings.

Item No. 1 Question: It appears we may be encountering Traffic Signal Loops during our excavation; Please provide an allowance item or clarify a quantity requiring replacement.

Answer: The specification for the sanitary sewer work specifies payment for the pipe and conduit include full compensation for the removing and replacement of the traffic signal loops.

Item No. 2 Question: Please clarify Table 2 01570 for the E. 12th street between 5th and 6th Ave & E. 12th and 10th Ave. No lane closures allowed or work hours. Does this mean we can detour these areas and work the standard hours?

Answer: Table 2 in Division 1, Section 01570 shall be removed from the specifications. The working hours are defined in the Division 1, Section 01100 Part 1.6. The lane closures are defined by the lane closure charts in Attachment 1. The liquidated damages for lane closures are defined in Division 1, Section 01570, Part 3.11B. See the attached for the updated specifications.

Item No. 3 Question: Please reference table 2 under 01570 and the Cal-Trans specifications page 234; there is a discrepancy between these two tables for Work hours in a lane closures. Please clarify.

Answer: Table 2 in Division 1, Section 01570 and tables included in Division 2.2 Section 14-4.03B shall be removed from the specifications. The working hours are defined in the Division 1, Section 01100 Part 1.6. The lane closures are defined by the lane closure charts in Attachment 1. The liquidated damages for



lane closures are defined in Division 1, Section 01570, Part 3.11B. Division 2.2, Section 14-4.03B will be revised to refer to Division 1 Section 01570, Part 3.11B and Table 1 in Division 1, Section 01570. See the attached for the updated specifications.

Item No. 4 Question: It may be obvious but please clarify the allowance items. Are these items tracked based on actual billing and or T&M? Example; the Permits; the specifications require the Contractor to obtain and pay all fees for Permits, Inspections and Licenses. We cannot locate a specification section defining the allowances.

Answer: The allowances items listed below are tracked based on actually billing including time and material.

1. Permits allowances are defined in Division 1, Section 01100, Part 1.4B, first paragraph.
2. COZEEP allowances are defined in Division 1, Section 01500, Part 1.10A, first paragraph.

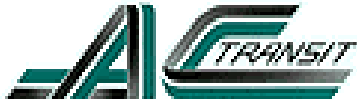
The allowances items listed below are tracked on actual cost at the discretion and directed by Engineer.

1. Business/Public Convenience, Resident Engineer Field Office, and Unforeseen Conditions.

Item No. 5 Question: Section 01100 Summary, Work hours allows the contractor to work M-F from 7 am - 7 pm. Although based on the Spec Section 01570 page 77 Table 2; we limited to specific hours "Allowed Duration Per Lane". Again in Table 1; in the attachment sections limits our work hours even more. Please clarify the tables we are to follow for the bidding process when a lane closure is necessary?

Answer: The working hours are defined in the Division 1, Section 01100, Part 1.6. The lane closure charts are included in Attachment 1 of specifications. The working hours specify times work is allowed to be performed in each segment. The lane closures charts specify when lane closures are allowed and further dictate working hours for each segment of roadway. Table 2 in Division 1, Section 01570 shall be removed from the specifications. Table 1 in Division 1, Section 01570 does not specify working hours, but limits the number of parking spaces that can be close and the duration of those closures in days.

Item No. 6 Question: Section 01400 Quality Control; 1.6 Owner hired Testing agency and 1.7 Contractor hired Testing agency; Please clarify if the owner will provide all soils compaction and concrete testing? If the Contractor is required to provide these services please provide testing frequencies and guidelines.



Answer: Whenever testing is required, it shall be performed by Contractor-Hired Testing Agency unless specifically specified as performed by Owner-Hired Testing Agency. The Testing frequency shall be in accordance to the Caltrans Local Assistance Procedures Manual Chapter 16 Exhibit R, Size, Frequency and Location of Sampling and Testing Tables.

Item No. 7 Question: Please provide wet weather flow data from the Sanitary District so we can determine the necessary sewer by pass pumping requirements. Additionally, please provide information for the pipeline materials being removed. ACP, PVC. VCP etc?

Answer: Wet weather flow data is not known. The attached table provides available pipe materials for those pipes to be removed.

System Number	SS Main Pipe Material Type
1	*
2	Unknown
3	*
4	Unknown
5	*
6	VCP
7	*
8	Unknown
9	*
10	Unknown
11	*
12	ACP
13	*
14	VCP
15	VCP
16	VCP
17	VCP
18	VCP
19	VCP
20	VCP
21	*
22	*
23	*

* No Pipe Removal for this System Number

Item No. 8 Question: Please clarify if it is acceptable to dispose of the dechlorinated water from the water main testing into the existing sewer system.



Answer: Per Spec Division 2.3, Section 02511.1, the contractor must submit a chlorination and flushing plan which details disposal methods/locations. Use of the sewer system will be dependent upon approval of the permitting agency.

- Item No. 9 Question: Please clarify if this project is federally funded to determine the Buy America Requirements.

Answer: This project is federally funded and bidders must complete and submit the Buy America Certificate, included in the Bid Package. Failure to do so may be subject a bidder to disqualification.

- Item No. 10 Question: We have reviewed the staging traffic control plans on plan sheets 106 - 116 and please clarify if these traffic diversions are constructed and traffic is proceeding through the work area is the contractor required to follow the restricted working hours under the "Allowed Duration per Lane" in Table 2 of 01570? Or can we work the normal unrestricted work hours?

Answer: The working hours are defined in the Division 1, Section 01100, Part 1.6. The lane closure charts are included in Attachment 1 of specifications. The working hours specify times work is allowed to be performed in each segment. The lane closures charts specify when lane closures are allowed and further dictate working hours for each segment of roadway. Table 2 in Division 1, Section 01570 shall be removed from the specifications. As specified in Division 1, Section 01100, Part 1.6 any deviation to the working hours and/or lane closures charts shall require the Engineer's written permission.

- Item No. 11 Question: Specification section for Caltrans pages 234-235 specify a column for "Allowed Duration per Construction Stage" please clarify if this includes paving and restoration at each work site or define substantial completion. Are we allowed durations noted in Stage 1 and Stage 2 or is this combined duration? Additionally, multiple areas include Sewer and EBMUD utilities along with other misc items including Tree removal, demolition, and concrete median work testing and acceptance. Was this accounted for in the Allowed Durations at each work site? Example; E 12th Street and 10th Ave = 3 day work duration and includes sewer and water main improvements. This duration does not give us enough time to construct and restore this work zone. This is also the case for the improvements on International Blvd between 34th & 35th.

Answer: The "Allowed Duration per Construction Stage" shall be removed from Table 1. The footnote 1 shall be revised to clarify that the number and duration of construction stages will be defined in the temporary traffic control plans prepared by the Contractor and to be approved by the Engineer and the respective City Engineer.



Item No. 12 Question: Some of the EBMUD Water improvements do not include Allowed Durations and are not included in the staged construction plans. Please clarify the intent for this work without this information.

Answer: Table 2 in Division 1, Section 01570 shall be removed from the specifications. The EBMUD Water improvements will be constructed under the following specifications:

1. The working hours are defined in the Division 1, Section 01100 Part 1.6.
2. The lane closures are defined by the lane closure charts in Attachment 1.
3. The liquidated damages for lane closures are defined in Division 1, Section 01570, Part 3.11B. See the attached for the updated specifications.

The stage construction plans only provide prototypes that the Contractor shall use as a guideline to develop his on temporary traffic control plans, which must be approved by the agency with jurisdictional authority and Engineer prior to construction.

Item No. 13 Question: Where sewer mains are shown to be removed outside of our new trench alignment, can this pipe be abandoned in place in lieu of removing?

Answer: No, the City has stated that they do not want to leave pipes that are no longer in use.

Item No. 14 Question: Plan sheet 55 trench details; the surface restoration indicates an over cut of 6" on each side of the trench excavation and requires 26" Agg Base under 6" HMA. Can we either eliminate the overcut requirement for the aggregate base section or can we replace the 26" aggregate depth requirement by substituting with a reduced deep lift asphalt section?

Answer: The overcut requirement cannot be eliminated. The plans shall include a note that at the option of the contractor 14" AC/HMA-A pavement section can be used in lieu of the 6" AC/HMA-A and 26" AB (CLASS 2).

Item No. 15 Question: Please provide direction if a tap tite Sewer lateral connection is allowed on existing sewer mains. There is no detail for connections to existing mains.

Answer: Per plans and specifications all joins shall be electrofusion couplers.

Item No. 16 Question: Clarify the size of the existing sewer main in 14th Ave between International and E 12th Street Plan Sheet #19.



Answer: The pipe on 14th Avenue, between International Blvd. and E 12th, is a lined 27" pipe. Pipe material is unknown.

- Item No. 17 Question: Please clarify the trenching distance EBMUD will require for the small and large service transfers. Is it their intent to trench to the existing water service box or connect directly behind the new gate valve? Since we are responsible for the trenching, backfill, and restoration we need this clarified.

Answer: It is EBMUD's intent for the contractors to bid on trenching all the way to the meter box for a complete renewal. Meter boxes are shown in approximate locations on the drawings. There is anticipated to be many instances where the existing lateral can be transferred to the new main, which can be completed in a much smaller excavation (minimum of 4' for small, 6' for large transfers). For these instances, the District shall receive a credit based on the contractor's schedule of values.

- Item No. 18 Question: How is the trench paving/surface restoration paid for under the EBMUD water improvements?

Answer: EBMUD Work lump sum includes all work described in Division 2.3 and EBMUD Standard Specifications for Installation of Water mains 20" and Smaller dated November 2012, which includes trenching/paving/surface restoration as part of the specifications.

- Item No. 19 Question: Plan sheet 52; New median improvements; state to reinstall the (2) dual irrigation lines through the new median. Please clarify the size for the pipes and if controller wire is present with these pipelines. If so provide direction for the controller wires. Also clarify if the remove and reinstall cabinet is for irrigation or electrical?

Answer: The existing dual irrigation lines shall be reconstructed to match the existing type and size. The existing type and size shall be verified in the field by the Contractor. If the controller wire is present, the Contractor shall install the controller wire at the direction of the Engineer. The remove and reinstall cabinet is for irrigation.

- Item No. 20 Question: Please provide work durations and allowed lane closures for the EBMUD improvements.

Answer: The work durations and allowed lane closures are defined in Division 1, which takes precedence over Division 2.

- Item No. 21 Question: Plan sheet #54 layout plans for the removal and replacement of a portion of the existing median between 99th & 100th. Plan sheet #31 requires new 16"-18" sewer main for 491 lf which travels through the existing median



shown to remain. How are we paid for the removal and replacement of the balance of the median and trees that will be removed during sewer construction and how are we paid?

Answer: The improvements on the layout sheets include the replacement of existing roadway elements affected by the sewer construction that are not being reconstructed to the existing conditions, but shall be reconstructed as shown on the plans. The plans shall include the full limits of median reconstruction. The items of work on the layout plans are included as separate bid items on the schedule of bid prices and shall not be included in the cost for the sewer work.

Item No. 22 Question: Plan sheet #52 layout plans for the removal and replacement of the existing median and appurtenances; The new sewer on plan sheet #24 requires new 20" sewer main for 309 lf which travels through the entire median. The improvements on plan sheet #52 only indicate 175 lf of median R&R. How are we paid to remove and replace the balance of the median where the sewer improvements are constructed?? There is also electrical and tree lighting not shown on the plans? Is the contractor required to replace this tree lighting and how are we paid?

Answer: The improvements on the layout sheets include the replacement of existing roadway elements affected by the sewer construction that are not being reconstructed to the existing conditions, but shall be reconstructed as shown on the plans. The plans shall include the full limits of median reconstruction. The items of work on the layout plans are included as separate bid items on the schedule of bid prices and shall not be included in the cost for the sewer work. Existing tree lighting shall be removed permanently.

Item No. 23 Question: Please define bid item #7, Clear & Grubb, what does this include.

Answer: Clearing and Grubbing is paid for as per the specifications.

Item No. 24 Question: Please indicate where bid item #34 Sidewalk exists?

Answer: The concrete sidewalk exists on sheet SS702. The schedule of bid prices shall be revised.

Item No. 25 Question: Is the concrete island paving in system #15 colored concrete or standard with 1 lb of lamp black/cy? If color please specify what the agency requires.

Answer: Concrete Island Paving for system #15 on sheet SS704 is defined in the specification in Division 2.1, Section 303-5.5.3. Colored concrete shall not be used for concrete island paving.



Item No. 26 Question: Please clarify if the trench restoration for EBMUD improvements is included in the associated bid items for Asphalt and aggregate base or do we include under the lump sum item for EBMUD work?

Answer: EBMUD Work lump sum includes all work described in Division 2.3 and EBMUD Standard Specifications for Installation of Water mains 20" and Smaller dated November 2012, which includes trench restoration for EBMUD improvements as part of the specifications.

Item No. 27 Clarification: Sheet CG104 – Previous bid package included incorrect station for 787. The station for 787 shall be revised to "IB" 587+26.94. Please see the attached for the updated plans.

Item No. 28 Clarification: Sheet CG107 – Previous bid package included incorrect offset for 1479 and 1480. The offset for 1479 shall be revised to 20.83' LT and offset for 1480 shall be revised to 22.04' LT. Please see the attached for the updated plans.

Item No. 29 Clarification: Sheet CG108 – Previous bid package included incorrect station for 1836. The station for 1836 shall be revised to "DS" 100+39.88. Please see the attached for the updated plans.

Item No. 30 Clarification: Sheet SS109 – Previous bid package included construction of Sanitary Sewer System No. 8 on East 12th Street from 5th Avenue to 6th Avenue. Sanitary Sewer System No. 8 shall be removed from the project. Please see the attached for the updated plans.

Item No. 31 Clarification: Sheet SS303 – Previous bid package included profile for Sanitary Sewer System No. 8 on East 12th Street from 5th Avenue to 6th Avenue. Sanitary Sewer System No. 8 shall be removed from the project. Please see the attached for the updated plans.

Item No. 32 Clarification: Sheet SS502 – Previous bid package included lateral table information for under BRT Platform for Sanitary Sewer System No. 8. Sanitary Sewer System No. 8 shall be removed from the project. Please see the attached for the updated plans.

Item No. 33 Clarification: Sheet SS704 – Previous bid package included on a portion of the median to be replaced for construction of the Sanitary Sewer System No. 15. Sanitary Sewer System No. 15 limits of construction extend further than the median reconstruction limits on SS704. Therefore, the limits of median reconstruction shall be extended to limits of the Sanitary Sewer System No. 15 construction limits. Please see the attached for the updated plans.



- Item No. 34 Clarification: Sheet SS706 – Previous bid package included on a portion of the median to be replaced for construction of the Sanitary Sewer System No. 20. Sanitary Sewer System No. 20 limits of construction extend further than the median reconstruction limits on SS706. Therefore, the limits of median reconstruction shall be extended to limits of the Sanitary Sewer System No. 20 construction limits. Please see the attached for the updated plans.
- Item No. 35 Clarification: Sheet SS901 – Previous bid package included quantities for Sanitary Sewer System No. 8. Sanitary Sewer System No. 8 shall be removed from the project and various quantity updates. Please see the attached for the updated plans.
- Item No. 36 Clarification: Sheet U108 – Gas line (PG&E) by others shall not be relocated. Please see the attached for the updated plans.
- Item No. 37 Clarification: Sheet U109 – Contractor shall protect in place existing utilities including Gas line (PG&E) per Note 4 on sheet U101. Please see the attached for the updated plans.
- Item No. 38 Clarification: Sheet U112 – Gas line (PG&E) by others shall not be relocated. Please see the attached for the updated plans.
- Item No. 39 Clarification: Sheet U116 – Contractor shall protect in place existing utilities including Gas line (PG&E) per Note 4 on sheet U101. Please see the attached for the updated plans.
- Item No. 40 Clarification: Sheet U118 – Contractor shall protect in place existing utilities per Note 4 on sheet U101. Please see the attached for the updated plans.
- Item No. 41 Clarification: Sheet U116 – Contractor shall protect in place existing utilities including Gas line (PG&E) per Note 4 on sheet U101. Please see the attached for the updated plans.
- Item No. 42 Clarification: Sheet U221 – Contractor shall protect in place existing utilities including Gas line (PG&E) per Note 4 on sheet U101. Please see the attached for the updated plans.
- Item No. 43 Clarification: Sheet U222 – Contractor shall protect in place existing utilities including Gas line (PG&E) per Note 4 on sheet U101. Please see the attached for the updated plans.
- Item No. 44 Clarification: Sheet U223 – Contractor shall protect in place existing utilities per Note 4 on sheet U101. Please see the attached for the updated plans.



- Item No. 45 Clarification: Sheet W-10259-1 – Previous bid package included EBMUD water line work at 5th Avenue and East 12th Street and at Georgia Way and East 14th Street, this work shall be removed. Please see the attached for the updated sheets.
- Item No. 46 Clarification: Sheet W-10259-8 – Previous bid package included EBMUD water line work at 5th Avenue and East 12th Street, this work shall be removed. Please see the attached for the updated sheets.
- Item No. 47 Clarification: Sheet W-10259-11 – Previous bid package included EBMUD water line work at Georgia Way and East 14th Street, this work shall be removed. Please see the attached for the updated sheets.
- Item No. 48 Clarification: Sheet W-10260 (Sheets 1 and 2) – Previous bid package excluded the EBMUD water line work at East 14th Street at Hass Avenue, this work shall be included in the bid package. Please see the attached for the updated sheets.
- Item No. 49 Clarification: Sheets 99298 (Sheets 1 through 7) – Previous bid package did not include the pipe removed service plans in the City of Oakland. Sheet 99298, pipe removed from service plans shall be included in the bid package. Please see the attached for the updated sheets.
- Item No. 50 Clarification: Sheet 99299 – Previous bid package did not include the pipe removed service plans in the City of San Leandro. Sheet 99299, pipe removed service plan shall be included in the bid package. Please see the attached for the updated sheets.
- Item No. 51 Clarification: Specification, Division 0, Schedule of Bid Prices – The Schedule or Bid Prices shall be revised. Please see the attached for the updated specifications.
- Item No. 52 **Clarification: Specification, Division 1 Section 01100, Part 1.4, Licenses –**
The prime Contractor shall possess a valid Class “A” California General Engineering Contractor License. The prime Contractor or a subcontractor of the prime contractor shall hold a valid:
1. **“C10” California Electrical Contractor License**
 2. **“C31” California Construction Zone Traffic Control Contractor License**
 3. ~~**“C34” California Pipeline Contractor License**~~
 4. ~~**“C42” California Sanitation System Contractor License**~~



The prime Contractor ~~shall will also~~ be required to ensure that all subcontractors working on this project are holding valid licenses suitable for their trade. Subcontractors of the prime contractor working on sanitary sewer systems shall have a Class "A" California General Engineering Contractor License or a "C42" California Sanitation System Contractor License. Subcontractors of the prime contractor working on water mains shall have a Class "A" California General Engineering Contractor License or a "C34" California Pipeline Contractor License. The prime contractor or a subcontractor of the prime contractor working on water mains holding a valid Class "A" California General Engineering Contractor License or Class "C34" Pipeline Contractor shall have previous experience of not less than one year in installing potable water mains 6" to 20" size.

- Item No. 53 Clarification: Specification, Division 1 Section 01100, Part 1.6, designated holidays – The following language shall be added to specification.

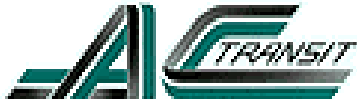
"If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday."

Please see the attached for the updated specifications.

- Item No. 54 Clarification: Specification, Division 1 Section 01100, Part 1.6, Special Days – Previous bid package did not include special days in Division 1, Section 01100, Part 1.6. The special days shall be included the specification. Please see the attached for the updated specifications.
- Item No. 55 Clarification: Specification, Division 1 Section 01400, Part 1.7A, Testing and Inspection Services, Contractor Hired Testing Agency – The testing frequency shall be in accordance to the Caltrans Local Assistance Procedures Manual Chapter 16 Exhibit R, Size, Frequency and Location of Sampling and Testing Tables. Please see the attached for the updated specification.
- Item No. 56 Clarification: Division 1, Section 01570, Table 1 – Previous bid package included a column "Allowed Duration per Construction Stage1 (Days) ¹" that shall be removed from Table 1. The footnote 1 of Table 1 shall clarify that the Contractor's temporary traffic control plans shall specify number of construction stage and duration of each stage. The footnote shall further clarify that the temporary traffic control plans shall specify the contractor parking spaces allowance for each stage and allowed duration of contractor parking space allowance in days. Please see the attached for the updated specification.



- Item No. 57 Clarification: Division 1, Section 01570, Part 1.4 Format– Previous bid package included two items A for Division 1, Section 01570, Part 1.4. The alphabetical items shall be revised. Please see the attached for the updated specifications.
- Item No. 58 Clarification: Division 1, Section 01570, Part 1.4A, Item 4 – Previous bid package included specification (Division 1, Section 01570, Part 1.4A, Item 4) that stated:
- “The Contractor shall complete and submit traffic control plans, detour plans and pedestrian access plans within 15 calendar days following Notice to Proceed, in accordance with typical traffic control configurations provided in project drawings (where applicable), Division 2.2 and State Standard Specifications and Plans to the Engineer and receive acceptance from the Engineer prior to the traffic control plans being submitted to the agency with jurisdictional authority.”
- Section 01570, Part 1.4A, Item 4 – Item 4 shall clarify the design standards for temporary traffic control plans for Segment A. Please see the attached for the updated specification.
- Item No. 59 Clarification: Division 1, Section 01570, Table 2 – Previous bid package included Table 2, which provided redundant information included in Division 1, Section 01570, Part 3.11 and in the lane closure charts in Attachment 1. Table 2 shall be removed from the specification. Please see the attached for the updated specification.
- Item No. 60 Clarification: Specification, Division 1 Section 01585, Funding Sign Details – Previous bid package did not include the funding sign details in Division 1 Section 01585. Funding sign details shall be included in the specifications. Please see the attached for the updated specifications.
- Item No. 61 Clarification: Specification, Division 2.1, GENERAL, City of Oakland Standard Details – References to 2002 “City of Oakland Standard Details” shall be changed to “The 2002 City of Oakland Standard Details for Public Works Construction with Revisions per the April 23, 2010 Printing”. See the attached for the updated specifications.
- Item No. 62 Clarification: Specification, Division 2.1, Section 5-6.1 – Previous bid packages for Division 2.1 Section 5-6.1 paragraph 2 stated:
- “The Contractor’s installation of the utilities shown in the following table requires coordination with the Contractor’s activities. The Contractor shall make the necessary arrangements with the utility company through the Engineer and submit a schedule.”
- PG&E will have their own contractors installing their utilities. The specification shall be revised to the following:



“Installation of the utilities shown in the following table requires coordination with the Contractor’s activities. The Contractor shall make the necessary arrangements with the utility company through the Engineer and submit a schedule:”

See the attached for the updated specifications.

- Item No. 63 Clarification: Specification, Division 2.1, Section 303-5.9, Item i – Specifications for payment clause for Concrete Island Paving shall include removal and replacement of utility box including all appurtenances. Please see the attached for the updated specification.
- Item No. 64 Clarification: Specification, Division 2.1, Section 303-5.9, Item t – Specifications for payment clause for Relocate Pedestrian Push Button Posts shall include removal and replacement of conduit. Please see the attached for the updated specification.
- Item No. 65 Clarification: Specification, Division 2.1, Section 306-1.2.15 – Specification to place a 3” wide green tape above sanitary sewer pipes shall be included in the specifications. Please see the attached for the updated specification.
- Item No. 66 Clarification: Specification, Division 2.1, Section 306-1.5.2, Permanent Resurfacing – The Sanitary Sewer Construction Details specify the type of materials that shall be used for permanent resurfacing. The Contractor shall comply with material and construction specifications in Division 2.1 for the type of materials specified on the plans for resurfacing work in Segment B and material and construction specifications in Division 2.2 for the type of materials specified on the plans for resurfacing work in Segment A. Please see the attached for the updated specification.
- Item No. 67 Clarification: Specification, Division 2.1, Section 306-1.6.2A – Specifications for payment clause for Pipe and Conduit shall include the cost and installation of identification tape. Please see the attached for the updated specification.
- Item No. 68 Clarification: Specification, Division 2.2, Section 12-4.02A, Designated Holidays– Previous bid package included designated holidays in Division 2.2 Section 12-4.02A that provide holidays not consistent with Division 1, Section 01100. The designated holidays for this specification shall be removed and refer back to the Division 1, Section 01100. Please see the attached for the updated specification.
- Item No. 69 Clarification: Specification, Division 2.2, Section 12-4.03B, Liquidated Damages – Previous bid package included liquidated damages in Division 2.2 Section 12-4.03B that provide information included Division 1, Section 01570. The



liquidated damages for this specification shall be removed and refer back to the Division 1, Section 01100. Please see the attached for the updated specification.

Item No. 70 Please see the attached Project Labor Agreement (PLA). Please review, complete and submit the Agreed to Letter of Assent, included in the Bid Package, as a part of your bid. Failure to do so may subject a bidder to disqualification.

Item No. 71 Please see the attached Construction Careers Policy (CCP).

End of Addendum #2

**AC TRANSIT
EAST BAY BUS RAPID TRANSIT PROJECT
ADVANCED UTILITY RELOCATIONS
IFB # 2015-1305, ADDENDUM # 2**

SCHEDULE OF BID PRICES

Item	Sect. No.	Description	Unit	Unit Price	Quantity	Amount
1	Div 01:01505	MOBILIZATION (10%)	LS		1	
2	Div 01:01585	PROJECT INFORMATION SIGNS	EA		5	
3	Div 2.1:7-8.6.3 Div 2.2:13-3	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS		1	
4	Div 2.1:7-10.2.2 Div 2.2:12-1.01	TRAFFIC CONTROL SYSTEM	LS		1	
5	Div 2.1:7-8.6 Div 2.2:13	WATER POLLUTION CONTROL	LS		1	
6	Div 01:01510	CONSTRUCTION SURVEYING	LS		1	
7	Div 2.1:300-1 Div 2.2:16	CLEARING AND GRUBBING	LS		1	
QUANTITIES WITHIN THE CITY OF OAKLAND						
8	Div 2.1:306	REMOVE SANITARY SEWER PIPE	LF		2455 <u>1865</u>	
9	Div 2.1:306	REMOVE SANITARY SEWER LATERAL	LF		1920 <u>1895</u>	
10	Div 2.1:306	REMOVE SANITARY SEWER MANHOLE	EA		46 <u>15</u>	
11	Div 2.1:306	REMOVE SANITARY SEWER CLEANOUT	EA		8 <u>7</u>	
12	Div 2.1:306	REMOVE SANITARY SEWER LAMP HOLE	EA		2	
13	Div 2.1:303-5	REMOVE TREE	EA		43 <u>10</u>	
14	Div 2.1:303-5	REMOVE TREE GRATE	EA		44 <u>17</u>	
15	Div 2.1:303-5	REMOVE BOLLARD	EA		2	
16	Div 2.1:303-5	REMOVE AND REINSTALL BOLLARD	EA		20 <u>26</u>	

Item	Sect. No.	Description	Unit	Unit Price	Quantity	Amount
17	Div 2.1:303-5	PEDESTRIAN PUSH-BUTTON POST	EA		1	
18	Div 2.1:303-5	REMOVE AND REINSTALL CABINET	EA		1	
19	Div 2.1:303-5	CONCRETE CURB RAMP	EA		2	
20	Div 2.1:303-5	DETECTABLE WARNING SURFACE	SF		118 120	
21	Div 2.1:303-5	REMOVE AND REINSTALL DUAL (ADJACENT) IRRIGATION LINES	LS		1	
22	Div 2.1:303-5	4" HDPE SEWER PIPE (LATERAL)	LF		825	
23	Div 2.1:306	6" HDPE SEWER PIPE (LATERAL)	LF		1096 1046	
24	Div 2.1:306	10" HDPE SEWER PIPE	LF		623 336	
25	Div 2.1:306	12" HDPE SEWER PIPE	LF		316	
26	Div 2.1:306	16" HDPE SEWER PIPE	LF		674	
27	Div 2.1:306	18" HDPE SEWER PIPE	LF		180	
28	Div 2.1:306	20" HDPE SEWER PIPE	LF		309	
29	Div 2.1:303-9	SANITARY SEWER CLEANOUT	EA		54 51	
30	Div 2.1:303-9	SANITARY SEWER MANHOLE	EA		20 17	
31	Div 2.1:306	BUILDING SEWER CONNECTION	EA		49 47	
32	Div 2.1:303-5	ASPHALT PATCH WITH AGGREGATE BASE	SF		13840 1270	
33	Div 2.1:301-2	PROCESSED MISCELLANEOUS BASE	CY		27 390	
34	Div 2.1:303-5	CONCRETE SIDEWALK	SF		245 110	
35	Div 2.1:303-5	CONCRETE CURB AND GUTTER	LF		384 620	

Item	Sect. No.	Description	Unit	Unit Price	Quantity	Amount
36	Div 2.1:303-5	CONCRETE ISLAND PAVING	CY		24 40	
37	Div 2.1:302-6	PORTLAND CEMENT CONCRETE PAVEMENT (BUS PAD)	SF		200	
QUANTITIES WITHIN CALTRANS RIGHT OF WAY						
38	Div 2.2:15- 2.02M	REMOVE SANITARY SEWER PIPE	LF		1291	
39	Div 2.2:15- 2.02M	REMOVE SANITARY SEWER LATERAL	LF		1113	
40	Div 2.2:15- 2.02M	REMOVE SANITARY SEWER MANHOLE	EA		7	
41	Div 2.2:15- 2.02M	REMOVE SANITARY SEWER CLEANOUT	EA		1	
42	Div 2.2:15-3	REMOVE CONCRETE CURB	LF		300 490	
43	Div 2.2:15-3	REMOVE CONCRETE ISLAND	SQYD		130 240	
44	Div 2.2:15- 2.02M	REMOVE TREE	EA		(4) 6	
45	Div 2.2:79	4" HDPE SEWER PIPE (LATERAL)	LF		572	
46	Div 2.2:79	6" HDPE SEWER PIPE (LATERAL)	LF		540	
47	Div 2.2:79	16" HDPE SEWER PIPE	LF		962	
48	Div 2.2:79	18" HDPE SEWER PIPE	LF		321	
49	Div 2.2:79	BUILDING SEWER CONNECTION	EA		24	
50	Div 2.2:79	SEWER MANHOLE	EA		9	
51	Div 2.2:79	SEWER CLEANOUT	EA		25	
52	Div 2.2:26	CLASS 2 AGGREGATE BASE	CY		630 170	
53	Div 2.2:39	HOT MIX ASPHALT (TYPE A)	TON		290 79	
54	Div 2.2:73	MINOR CONCRETE (ISLAND PAVING)	CY		12 23	

Item	Sect. No.	Description	Unit	Unit Price	Quantity	Amount
55	Div 2.2:73	MINOR CONCRETE (CURB AND GUTTER)	CY		8 13	
56	Div 2.2:19-2	ROADWAY EXCAVATION	CY		44 26	
QUANTITIES FOR EBMUD WORK						
57	Div 2.3	EBMUD WORK	LS		1	
ALLOWANCE ITEMS						
58		COZEEP	LS	\$ 11,100.00	1	\$ 11,100.00
59		BUSINESS/ PUBLIC CONVENIENCE	LS	\$ 100,000.00	1	\$ 100,000.00
60		PERMITS	LS	\$ 250,000.00	1	\$ 250,000.00
61		RESIDENT ENGINEER FIELD OFFICE	LS	\$ 34,000.00	1	\$ 34,000.00
62		UNFORESEEN CONDITIONS	LS	\$ 300,000.00	1	\$ 300,000.00
Grand Total Bid Price						
				\$ _____		

NOTE: This contract will be awarded on the basis of the Grand Total Bid Price.

PROJECT LABOR AGREEMENT

AC TRANSIT

BUS RAPID TRANSIT PROJECT

PREAMBLE

This Agreement is made and entered into on the Effective Date, by and between the Alameda-Contra Costa Transit District together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum "A"), the Building and Construction Trades Council of Alameda County, AFL-CIO and its affiliated local Union(s) signatory hereto.

RECITALS

WHEREAS, the District, in cooperation with the Federal Transit Administration, proposes to implement the East Bay Bus Rapid Transit project along an approximately 9.5 mile arterial corridor through the cities of Oakland and San Leandro, in Alameda County, California. The Project is designed to provide superior public transit through one of the District's busiest corridors. The BRT service will feature 5-minute headways, light-rail-like bus stations with ADA compliant passenger amenities, Traffic Signal Priority (TSP) for advancing buses through signalized intersections along arterials, dedicated bus lanes, and improved lighting and pedestrian facilities. Progressing from north to south, the proposed route starts in downtown Oakland at the 20th Street Transit center, then turns south on Broadway in mixed traffic as far as 11th and 12th Streets. A one-way couplet of exclusive bus lanes on 11th and 12th continues to Lake Merritt, where the buses continue in mixed flow to East 12th Street and International Boulevard. Another couplet of exclusive one-way bus lanes continues on East 12th Street and International Boulevard as far as 14th Avenue. From this location, the BRT continues as two lanes in the median of International Boulevard to the San Leandro City Line. From this point on, the street name is East 14th Street as the route turns east onto Davis Street, terminating at the San Leandro Bay Area Rapid Transit (BART) station. The preliminary estimated capital cost for the total project is \$177.9 million (in year of construction dollars); approximately \$102 million is for construction. The proposed funding sources for this project are from the Federal Transit Administration Section 5309 Small Starts and Section 5309 bus and bus facilities programs, Regional Measure 2 (Bridge Tolls), Alameda County Measure B (Sales Tax), and State Transportation Improvement Plan (STIP) funding through the Alameda County Transportation Commission (Alameda CTC) Transportation Improvement Program (TIP). The Project is subject to change, adequate funding, and continued support/approval of the District as well as the cities of Oakland and San Leandro.

WHEREAS, The Bus Rapid Transit Project is a large, complex, multi-craft, and long-term project, for which a project labor agreement would advance the parties' mutual interests, including the District's proprietary interests; and

WHEREAS, the Contractor(s) will be engaged in construction of the Project; and

WHEREAS, a skilled labor pool represented by the Union(s) will be required to complete the work involved; and

WHEREAS, the Union(s) and the District wish to insure labor peace for the Project, and avoidance of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where contractors that are not signatory to collective bargaining agreements are supervising employees; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union(s) and non-Union(s) workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

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

WHEREAS, the District desires to provide construction training and employment opportunities through apprentice and pre-apprentice programs; and

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

WHEREAS, the parties wish to advance the goals of Project Employment Requirements on the Project; and

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

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

ARTICLE 1. DEFINITIONS

The following capitalized terms shall have the following meaning in this Agreement. All terms include both the singular and plural form.

- 1.1. "Agreement" means this Project Labor Agreement, including all Addenda.
- 1.2. "Construction Contract" means a contract for performance of Covered Work.
- 1.3. "Council" means the Building and Construction Trades Council of Alameda County, AFL-CIO.
- 1.4. "Contractor(s)" means any individual, firm, partnership or combination thereof, including joint ventures, that is an independent business enterprise and that has entered into a Construction Contract. This definition includes both prime contractors and subcontractors of any tier. "Contractor(s)" does not include an entity performing only work that is excluded from Covered Work pursuant to Article 16.
- 1.5. "Covered Work" means the work performed as part of the Project and as described in Article 3, except as specifically excluded under Article 16.
- 1.6. "Disadvantaged Worker" means an individual who, prior to commencing work on the Project, is domiciled in an Economically Disadvantaged Area (as defined in the Construction Careers Policy) and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) having a criminal record or other Criminal Justice System Involvement (as defined in the Construction Careers Policy); (5) suffering from Chronic Unemployment (as defined in the Construction Careers Policy); (6) emancipated from the foster care system; or (7) being a veteran of the U.S. military.
- 1.7. "District" means the Alameda-Contra Costa Transit District.
- 1.8. "Federal Targeted Worker" shall mean a female or minority worker, whom contractors on federally-funded projects are required to take affirmative action to employ, pursuant to United States Executive Order 11246 and its implementing regulations set forth at 41 CFR sec. 60-4, "Construction Contractors' Affirmative Action Requirements," as amended from time to time. Currently, for the San Francisco—Oakland Standard Metropolitan Statistical Area, the Office of Federal Contract Compliance Programs' Federal Register publications have established affirmative action percentage goals of 25.6% of work hours for minorities, and 6.9% for women. See Office of Federal Contract Compliance Programs' Technical Assistance Guide for Federal Construction Contractors, May 2009. "Minority" includes individuals in the following categories: (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race); (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 1.9. "General Contractor(s)" means any contractor awarded a Construction Contract directly by the District.
- 1.10. "Joint Administrative Committee" means the six-person committee established by the District and the Union(s), with such authority and duties as set forth in this Agreement.
- 1.11. "Master Labor Agreement" or "MLA" means the Master Collective Bargaining Agreement of a Union(s); such agreements are incorporated herein by reference, a current copy of which shall be provided to the District by each Union(s) upon request by the District to the Council, and kept on file with the District.
- 1.12. "Pre-Job Conference" means the meeting described in Article 8.
- 1.13. "Project" means any work performed in furtherance the Bus Rapid Transit Project as described in the "Record of Decision on the East Bay Bus Rapid Transit Project in Alameda County, California," issued by the Federal Transit Administration on June 8, 2012, including attachments (the "ROD"). The District and the Council may mutually agree in writing to add additional components to the Project's scope of work to be covered under this Agreement. The District reserves the right to determine whether or not to proceed with components or portions of the Project as described in the ROD; all Project components as described in the ROD that are actually constructed shall fall within the scope of this definition.
- 1.14. "Project Employment Requirements" means the District's Construction Careers Policy and any targeted employment requirements applicable to the Project pursuant to funding sources, including the goals for employment of minorities and women established pursuant to U.S. Executive Order 11246.
- 1.15. "Union(s)" means the Building and Construction Trades Council of Alameda County, AFL-CIO and any affiliated labor organization signatory to this Agreement, each acting on their own behalf and on behalf of their 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 for the Project, to ensure an adequate supply of skilled craftspersons, to provide for labor-management peace and an efficient, expedited, effective and binding procedure for settling labor disputes without labor disruption or lockouts, and to facilitate implementation of the Project Employment Requirements. 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 an uninterrupted construction project, and to secure optimum productivity, on-schedule performance, and satisfaction.

- 2.2. It is the intent of the parties to set out uniform and fair working conditions for the efficient and economical completion of the Project, maintain harmonious labor/management relations, and eliminate strikes, lockouts and other delays.
- 2.3. Parties to this Agreement acknowledge and agree that the terms of the Project Employment Requirements, which govern all construction work on the Project, advance the public interest and the policy goals of the District in the expenditure of public funds. It is the belief and intent of the parties that this Agreement facilitates and advances the purposes of the Project Employment Requirements, in addition to having the other benefits and achieving the other purposes described herein.
- 2.4. The construction to take place under this Agreement involves special circumstances that dictate the need for parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the communities it serves. The parties agree that, with multiple Contractor(s) and crafts performing Project Work on multiple sites over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation and with an overriding commitment to maintain the continuity of Project Work.

ARTICLE 3. SCOPE OF AGREEMENT

- 3.1. District will apply this Agreement as a contract specification of all Construction Contracts as specifically defined herein. This Agreement shall apply only to construction/craft employees working for this Project represented by the Union(s) signatory hereto.
- 3.2. Covered Work: This Agreement applies to all work in furtherance of the Project and within a craft jurisdiction as described in an MLA. Such work includes, but is not limited to: all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities, including landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, and modular furniture installation. Such work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published. Such work includes:
- 3.2.1. This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed within six months after final notice of completion. With regard to wholly prefabricated components, this Agreement shall apply to repairs of installation of any such components, but shall not apply to repair of preexisting or intrinsic defects in such components themselves.

- 3.2.2.** This Agreement covers all on-site fabrication work over which the District or Contractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project. Additionally, it is agreed hereby that this Agreement covers off-site work, including fabrication necessary for the Project defined herein, that is 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 date of this Agreement.
- 3.2.3.** The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction building material delivery truckers, trucking companies and trucking brokers, performing construction trucking work, such as 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, to the fullest extent provided by law, or by prevailing wage determinations of the California Department of Industrial Relations.
- 3.3.** Work covered under this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union(s) of Elevator Constructors except that of this Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that of the Agreement shall prevail and be applied to such work. Work covered by this Agreement within the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all 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, except that Articles 6, 7, 12, 14, 15, and 16 of this Agreement shall prevail and be applied to such work.
- 3.4.** 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. If required in order to protect terms of a preexisting written warranty applicable to purchased equipment, a representative of the equipment manufacturer may direct and supervise workers employed pursuant to this Agreement in performance of installation or repairs. The issue of whether a preexisting written warranty with such terms is applicable to purchased equipment shall be subject to the grievance and arbitration clause in Article 12 of this Agreement.
- 3.5.** After installation by the Contractor(s) and upon the issuance of a notice of substantial completion, final completion or formal acceptance of a portion of the project or a building system of the Project, it is understood, the District reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with employees of the District. If required, the service representative may make a final check and may direct

workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

3.6. It is expressly agreed and understood by the parties hereto that the District shall have the right to purchase material and equipment from any source, except where limited by this Agreement, and the craftspersons will handle and install such material and equipment as described herein.

3.7. Exclusions: Without limiting the foregoing, items specifically excluded from the scope of this Agreement are:

3.7.1. The Agreement is not intended to, and shall not affect or govern the award of public works contracts that are awarded by the District but are not within the scope of the Project;

3.7.2. The Agreement shall not apply to a Contractor(s)'s non-construction employees or employees performing professional or support services, including but not limited to: executives, managerial employees, engineering employees and supervisors above the level of general foreman, construction managers or project managers employed by or on contract with the District, staff engineers or other professional engineers, laboratory technicians, licensed architects, administrative and management employees, drafters, timekeepers, messengers, security guards (except those covered by existing MLAs);

3.7.3. Any work undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors; and/or by the District or its contractors for work that is not part of the scope of the Project;

3.7.4. Off-site maintenance of leased equipment and on-site supervision of such work;

3.7.5. All work by employees of District contractors involving general maintenance and/or repair and/or cleaning work, except as covered by this Agreement and within the scope of the Project; and

3.7.6. All work by employees of the District.

ARTICLE 4. EFFECT OF AGREEMENT

4.1. The Agreement shall apply and is limited to all Contractor(s), the District, and the Union(s). It is recognized by the parties to this Agreement that the Contractor(s) are acting only on behalf of said Contractor(s), and said Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District. Further, it is understood that this is a self-contained, stand alone Agreement and that by virtue of having

become bound to this Agreement, neither the District nor the Contractor(s) will be obligated to sign any local, area or national agreement, or MLA, with any signatory Union(s) hereto.

- 4.2. By executing the Agreement, the Union(s) and the District agree to be bound by each and all of the provisions of the Agreement, including all Addenda. The District is an owner of the Project, but shall not be considered an employer or joint employer for any work covered by this Agreement, and, with regard to its employment practices, is not bound by provisions of this Agreement applicable to Contractor(s).
- 4.3. The provisions of this Agreement, including the MLAs, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of an MLA and is not covered by this Agreement, the provisions of the MLA shall prevail.
- 4.4. The District will apply this Agreement as a contract specification of all Construction Contracts. By accepting the award of a Construction Contract, each Contractor(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Addendum A. If after award of a prime contract, a prime contractor refuses to execute the Agreement To Be Bound, then the District shall not execute or enter into the prime contract with such prime contractor. Lower-tier contractors that refuse to execute the Agreement To Be Bound may not be awarded a Construction Contract by any Contractor(s), and may not participate on the Project. Provisions of this Article 4 requiring prospective contractors to execute the Agreement to be Bound, and to perform work pursuant to terms of this Agreement, are not applicable where excluded pursuant to Article 16.
- 4.5. At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of any portion of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a Construction Contract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor(s) pursuant to this Agreement may not be evaded by subcontracting.
- 4.6. Each Contractor(s) shall give written notice to the District and the Council, of any subcontract involving the performance of Covered Work within either seven (7) calendar days of entering such subcontract or before such Contractor(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address and the California State License Board license number of the Contractor(s). Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those Contractor(s) listed at the Pre-Job Conference only.

ARTICLE 5. RELATIONSHIP BETWEEN PARTIES

- 5.1.** This Agreement shall only be binding on the signatory parties hereto and Contractor(s) having executed the Agreement To Be Bound, and shall not apply to parents, affiliates, other divisions of such entities. This Agreement does not create and does not have the effect of creating any joint employer, single employer or alter-ego status between or among Contractor(s) or between or among any of the parents, affiliates, other divisions of Contractor(s), or other joint or sole ventures of any Contractor(s).
- 5.2.** Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between a Union(s) and a Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties of any entity not party to the dispute.
- 5.3.** It is mutually agreed by the parties that any liability of a Union(s) shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.
- 5.4.** It is recognized by the parties to this Agreement that the Contractor(s) are acting only on behalf of said Contractor(s), and said Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.
- 5.5.** The Council shall assign a representative to this Project for the purpose of assisting Union(s) and Contractor(s), and working with the Joint Administrative Subcommittee, to work toward completion of the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

ARTICLE 6. NO STRIKES - NO LOCKOUTS

- 6.1.** The Union(s), District, and Contractor(s) agree that with regard to the Project:
- 6.1.1.** Each Union(s) and its officers, members, agents, representatives, employees, and any other person acting on behalf of said Union(s), shall not incite, encourage, condone or participate in any strike, sympathy strike, walkout, slowdown, sit-down, sick-out, boycott, picketing, withholding of labor, interference with work or handbilling by the Union(s) or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project, and it is expressly agreed that any such action is a violation of this Agreement. Disputes arising between the Union(s) and Contractor(s) on other projects are not governed by the terms of this Agreement or this Article 6.
- 6.1.2.** As to employees employed on the Project, there shall be no lockout of any kind by a Contractor(s) with regard to performance of work on the Project. The term

"lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) acting within terms of the applicable MLA.

- 6.1.3.** If an MLA expires before the Contractor(s) completes the performance of the Construction Contract and the Union(s) or Contractor(s) gives notice of demands for a new or modified MLA, the Union(s) agrees that it will not engage in any conduct described in Article 6.1.1. of this Agreement and the Union(s) and the Contractor(s) agree that the expired MLA shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union(s) and Contractor(s). If the new or modified MLA provides that any terms of the MLA shall be retroactive, the Contractor(s) agrees to comply with any retroactive terms of the new or modified MLA which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) calendar days of the effective date of the modified MLA.
- 6.1.4.** Withholding of labor for failure of a Contractor(s) to tender Trust Fund contributions as required in accordance with Article 17 and/or for failure to meet its weekly payroll is not a violation of this Article 6; however, the Union(s) shall give the affected Contractor(s) and the District written notice seventy-two (72) hours prior to the withholding of employees when failure to tender trust fund contributions has occurred. There shall be one (1) day's notice when failure to meet weekly payroll has occurred or when paychecks are determined to be nonnegotiable by a financial institution normally recognized to honor such paychecks.
- 6.1.5.** Should a Contractor(s) performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement, the Union(s) may request that the General Contractor(s) issue joint checks payable to the Contractor(s) and the appropriate employee benefit Trust Fund(s), on behalf of the employee(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor(s) is delinquent in its fringe benefit contributions to the Trust Funds will provide written notice of the alleged delinquency to the affected Contractor(s), with copies to the General Contractor(s) and the District. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to Contractor(s) delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the MLAs. If a General Contractor(s) is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the General Contractor(s) agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and the General Contractor(s) further agrees that the District may issue joint checks to the General Contractor(s) and the Trust Fund(s), on behalf of the employee(s) until the delinquency is satisfied.

6.2. Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

6.2.1. A party invoking this procedure shall notify Thomas Angelo, as the permanent Arbitrator, or, Robert Hirsch, as the alternate Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made pursuant to the process set forth in Article 12.2.2, Step 5 of Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the District and the party alleged to be in violation and to the Council and involved local Union(s) if a Union(s) is alleged to be in violation.

6.2.2. Upon receipt of said notice, the District will contact the designated Arbitrator named above or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

6.2.3. The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

6.2.4. The sole issue at the hearing shall be whether or not a violation of Article 6.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court 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) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may 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.

6.2.5. Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written 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 Article 6.2.4 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 or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

6.2.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or that interfere with compliance, are waived by the parties.

6.2.7. The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE 7. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

7.1. The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

7.2. All jurisdictional disputes on this Project between or among the Union(s) and the Contractor(s) shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor(s) and Union(s) parties to this Agreement.

7.2.1. For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

7.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Article shall be subject to immediate discharge.

7.4. Each Contractor(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Contractor(s) and the District will be advised in advance of all such conferences and may participate if they wish. Pre-Job Conferences for different Contractor(s) may be held together.

ARTICLE 8. PRE-JOB CONFERENCES

- 8.1** A mandatory Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor(s)' contract and assignment of such work. Such conference shall be attended by a representative each from the participating Contractor(s), including all subcontractors, the Union(s) and the District. When a contract has been let to a Contractor(s) covered hereby, this Pre-Job Conference shall be required and shall be held at the offices of the Council. Pre-job Conferences for different Contractor(s) may be held together. The District will be advised in advance of all such conferences and may participate if they wish. The District and the Council may mutually agree to waive the requirement to hold a Pre-Job Conference for any particular Construction Contract.
- 8.2** The Contractor(s) performing the work shall have the responsibility for making work assignments in accordance with Article 8.1 of this Agreement.

ARTICLE 9. MANAGEMENT RIGHTS

- 9.1.** The District maintains complete discretion and to select Contractor(s) and award contracts for performance of Covered Work. There shall be no limitation or restriction upon the District in the choice of materials or upon the full use of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The District shall have the right to purchase material and equipment from any source, and the craftspersons will handle and install such material and equipment, in accordance with this Agreement.
- 9.2.** The Contractor(s) have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, in compliance with terms of the applicable MLAs and this Agreement. This authority includes, but is not limited to, the right to:
- (a) Plan, direct and control the workforce and the operation of all the work;
 - (b) Hire, promote, transfer and layoff employees as deemed appropriate to meet work requirements and/or skills required,
 - (c) Determine the competency of all employees, the number of employees required in compliance with lawful manning provisions, and the duties of such employees within their craft jurisdiction;
 - (d) Require all employees to observe security and safety regulations, consistent with the provisions of this Agreement; these security and safety regulations shall be reviewed and mutually agreed upon at the Pre-Job Conference and supplied to all employees and/or posted on the jobsite;
 - (e) Establish a system for checking employees in and out of the Project site;

- (f) Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with provisions of this Agreement, terms of Construction Contracts, and any applicable MLA;
- (g) 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 the provisions of this Agreement, including the fabrication provisions herein; and
- (h) The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor(s) by individuals of its choice, in accordance with this Agreement.

The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractor(s), therefore, retain all legal rights not specifically limited by this Agreement or provisions of an applicable MLA.

ARTICLE 10. WORK RULES

- 10.1.** Work rules shall apply as set forth in the applicable MLA, except as otherwise set forth in this Agreement.
- 10.2.** Except where an applicable MLA requires otherwise, the selection of craft foremen and general foremen shall be entirely under discretion of the Contractor(s), and foremen and general foremen shall take orders from the designated Contractor(s)' representatives.
- 10.3.** There shall be no limit on production by employees. Craftpersons shall work under the supervision of the craft foremen.
- 10.4.** Reasonable security procedures for control of tools, equipment and materials may be established in the discretion of Contractor(s). Such measures will be presented at the Pre-Job Conference.
- 10.5.** All employees will comply with the reasonable security procedures established and published by the Contractor(s) and/or the District. Such measures will be presented at the Pre-Job Conference.
- 10.6.** The standard work week for the Project will be five (5) consecutive days Monday-Friday. Eight (8) consecutive hours, between 6:00a.m. and 6:00p.m., shall constitute a work day. There will be half-hour lunch period during the shift. The Contractor(s) may vary the starting time to take advantage of daylight hours, weather conditions, shifts, traffic conditions, or local law or permit requirements. An alternate four (4) day ten (10) hour shift may be elected by the Contractor(s) and will be Monday-Thursday. The ten (10) hour work day may be scheduled between the hours of 6:00a.m. and 8:00p.m. Prior to

changing a shift from 5x8 hours to 4x10 hours, a contractor must give at least five (5) calendar days advance notice to the employees. Nothing herein shall be construed as guaranteeing any employee forty (40) hours of work per week. Wages and payment shall be in accordance with the applicable MLA.

- 10.7.** Recognized holidays shall be as follows: New Years Day, Martin Luther King Jr.'s Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Work may be performed on Labor Day for the preservation of life or property, or as otherwise contemplated under an MLA. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the preceding day, Friday, shall be observed as such holiday. Wages and payment shall be in accordance with the applicable MLA.
- 10.8.** Contractor(s) shall provide certified payroll records to the District within ten (10) business days of written request or as required by bid specifications.

ARTICLE 11. JOINT ADMINISTRATIVE COMMITTEES

- 11.1** The parties to this Agreement shall establish a six (6) -person Joint Administrative Committee. This Committee shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Union(s). Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Project.
- 11.2** The Joint Administrative Committee shall appoint a Joint Administrative Subcommittee consisting of one District representative and one Union(s) representative for the purpose of convening to confer in an attempt to resolve a grievance that has been filed consistent with Article 12.2. The Joint Administrative Subcommittee shall meet as required to resolve grievances described in Article 12.2 by majority vote, with such resolutions to be final and binding with regard to parties to the grievance. 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 Joint Administrative Subcommittee, if such award is made by a majority vote, and the hearing shall proceed ex parte.

ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1.** All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 6, No-Strike/No-Lockout procedure or Article 7, Work Assignments and Jurisdictional Disputes shall be governed by the following grievance and arbitration procedure. Any Contractor(s) which is not otherwise bound through an

MLA with a Union(s) to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its construction persons working on this Project shall be bound to the grievance procedure contained in the MLA of the craft representing the employee(s) involved in the dispute. Such Contractor(s) shall not impose discipline or dismissal on its construction persons covered by this Agreement except in accordance with the procedures and standards of the applicable MLA, including applicable just cause standards.

12.2. Grievances between one or more Union(s) and one or more Contractor(s) regarding alleged violations of this Agreement shall be pursued according to the following provisions:

12.2.1 A grievance shall be considered null and void if not brought to the attention of the affected Contractor(s) or the Union(s) within ten (10) business days after the grievance is alleged to have occurred, and in no event more than thirty (30) calendar days after the charging party became aware of the event giving rise to the dispute.

12.2.2 Grievances shall be settled or otherwise resolved according to the following Steps and provisions:

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

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

Step 3: In the event that the Union(s) and Contractor(s) representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 2, either involved party may submit the dispute within five (5) business days to the Joint Administrative Subcommittee established in Article 11. The Joint Administrative Subcommittee shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union(s) shall notify its international Union(s) representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union(s) Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. If the Joint Administrative Subcommittee resolves the grievance by majority vote, that resolution is final and binding on Union(s) and Contractor(s). If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) business days by either party to Step 4.

At the time a grievance is submitted under this Agreement or any MLA, the Union(s) may request that the District withhold and retain a reasonable estimate of what is due and owing from the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. To the extent permitted by law, the amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall order.

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

Step 5: The Parties agree that the arbitrator who will hear the grievance shall be selected from the list of arbitrators set forth on Addendum B. The parties shall flip a coin to determine who shall strike the first name and shall then alternately strike names from the list and the last remaining name shall be the neutral third party arbitrator who shall have the power to resolve the dispute in a final and binding manner. Should a party to the procedure fail or refuse to participate in the hearing, if the arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. 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.

12.3. Grievances raised by District against one or more Union(s), or by one or more Union(s) against the District, alleging violations of this Agreement shall be settled or otherwise resolved according to the following steps and provisions:

Step 1: The Joint Administrative Subcommittee shall attempt to resolve the grievance. The Joint Administrative Subcommittee shall meet within five (5) business days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. If the dispute is resolved by majority vote of the Joint Administrative Subcommittee, that decision is binding on the District and Union(s) party to the dispute.

Step 2: In the event the matter remains unresolved pursuant to Step 1, either Party may request that the dispute be submitted to arbitration as set forth in Article 12.2.2, Step 5.

Step 3: Should a party to the procedure fail or refuse to participate in the hearing, if the arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. 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.

- 12.4.** Grievances between a Union(s) and a Union(s)' signatory Contractor(s) involving interpretation or application of the MLA shall be governed by the grievance procedures contained in the MLA.

ARTICLE 13. UNION(S) RECOGNITION AND REPRESENTATION

- 13.1** The Contractor(s) recognize the Union(s) signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.
- 13.2** No employee subject to this Agreement may be required to join any Union(s) as a condition of being first employed on the Project. For the period during which they are performing Covered Work, all employees who are employed by the Contractor(s) shall, as a condition of employment for Covered Work, on or before the eighth (8) day of consecutive or cumulative employment in Covered Work, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the Union(s), to the extent permitted by law. Further, there is nothing in this Agreement that would prevent non-Union(s) employees from joining the Union(s).
- 13.3** Authorized representatives of the Union(s) shall have access to the site at all times. Such representatives shall comply with reasonable visitor safety and security rules established for the Project. Access for Union(s)'s representatives will not be unduly restricted.
- 13.4** In accordance with the applicable MLA, each Union(s) shall have the right to designate a working journeyman as a steward for each shift, and shall notify the Contractor(s) in the writing of the designated steward or stewards prior to the assumption of such person's duties as steward.

ARTICLE 14. REFERRAL – TARGETED HIRE

- 14.1.** All employees employed by Contractor(s) shall be dispatched by the Union(s). Except as otherwise set forth in this Agreement or Project Employment Requirements, all

Contractor(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the relevant MLAs.

- 14.2.** Contractor(s) are subject to Project Employment Requirements, which are terms of all prime contracts and subcontracts for the Project, and with which all Contractor(s) are required to comply. In the event of any conflict between the Project Employment Requirements and this Agreement with regard to responsibilities of Union(s), the terms of this Agreement shall prevail and take precedence.
- 14.3.** The Union(s) accept requests for and to provide referrals of Federal Targeted Workers needed in order for Contractor(s) to satisfy requirements of the Project Employment Requirements, on a priority basis, to the extent consistent with the relevant MLA. Contractor(s) agree to request such workers in writing and maintain copies of all such requests. All written requests for workers shall be available for inspection upon request by authorized representatives of the District.
- 14.4.** In the event that a Contractor(s) not signatory to an MLA has its own core workforce, the Contractor(s) may request by name, and the Union(s) shall honor, referral of persons who demonstrate the following qualifications:
- (1) possess any license and/or certifications required by State or Federal law for the Project work to be performed
 - (2) have worked a total of at least one thousand (1000) hours in the construction craft during the prior three (3) years; and
 - (3) were on the Contractor(s)' active payroll for at least 60 out of 100 calendar days prior to the contract award;
 - (4) have the ability to perform safely the basic functions of the applicable trade; and
 - (5) Federal Targeted Workers.

The Union(s) will first refer to such a Contractor(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractor(s)'s "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor(s)'s crew requirements are met or until such Contractor(s) has hired no more than five (5) "core" employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the Union(s)'s hiring hall out-of-work lists, except for any hire made pursuant to Article 14.5. Hiring hall referrals made pursuant to this Article 14.4 shall be made in conformance with Article 14.3. For the duration of the Contractor(s)' work, the ratio shall be maintained, and when the Contractor(s)' workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor(s)

signatory to an MLA shall be bound to use the hiring hall provisions contained in the MLA, except as specifically set forth in this Agreement.

14.5. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s), including a request for a Federal Targeted Worker, within a forty-eight (48) hour period after such request is made by a Contractor(s), Saturdays, Sundays and Holidays excluded, the Contractor(s) shall be free to (i) obtain Federal Targeted Workers from an Alternative Referral Source as described in the Construction Careers Policy, and (ii) obtain other workers from any source. Upon hiring employees from a source other than Union(s)' referral facilities, the Contractor(s) shall immediately notify the appropriate Union(s) of the name and address of such employees hired, with such employees bound by relevant provisions of the MLA during performance of work for the Project, except as otherwise set forth in this Agreement.

14.6. Unions shall not be required to comply with provisions of Articles 14.3 and 14.5 related to referral and employment of Federal Targeted Workers if the District revises the Project Employment Requirements approved by the District's Board of Directors concurrently with this Agreement, unless such revision is accompanied by a letter of support from the Trades Council.

14.7. Apprentices.

14.7.1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, Contractor(s) will employ apprentices in the respective Union(s) to perform such work as is within their capabilities and which is customarily performed by the Union(s) in which they are indentured. Union(s) will cooperate by referring apprentices to Contractor(s) as requested in order to facilitate Contractor(s)' satisfaction of Project Employment Requirements, and shall encourage joint labor-management apprenticeship programs to provide such referrals. Union(s) agree that apprentices shall be dispatched to any Contractor(s) working under this Agreement.

14.7.2. In order to facilitate General Contractor(s)' satisfaction of the apprentice sponsorship requirement of the Construction Careers Policy, Union(s) shall cooperate and take the following steps, and shall encourage joint labor/management apprenticeship programs to take the following steps:

- a) accept sponsored Disadvantaged Workers into joint labor/management apprenticeship programs, and refer new apprentices to Contractor(s) upon request;
- b) if sponsored Disadvantaged Workers are not accepted into a joint labor/management apprenticeship program, upon request from the District or a sponsoring Contractor(s), provide information regarding the reasons for not accepting the worker into the program (to the extent allowed by law), and work

collaboratively with the District and the Contractor(s) to resolve obstacles to enrollment of that worker and other Disadvantaged Workers;

- c) respond to District requests regarding retention and progress through the apprenticeship program of new apprentices over the duration of this Agreement, to the extent allowed by law;
- d) facilitate, encourage, and assist Disadvantaged Workers to commence and progress in joint labor/management apprenticeship programs;
- e) develop and collaborate with effective pre-apprenticeship programs to prepare Disadvantaged Workers to become new apprentices;
- f) assist with recruitment of Disadvantaged Workers for such programs;
- g) assist in connecting Disadvantaged Workers with Contractor(s), for sponsorship opportunities.

14.8. The parties only recognize the State-approved Apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees for the purposes of meeting the goals of this Article 14 and of the Agreement.

ARTICLE 15. NON-DISCRIMINATION

15.1 The Contractor(s) and Union(s) agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE 16. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

16.1. The parties recognize that the project is covered by the District's Disadvantaged Business Enterprise Program ("DBE Program"), which includes a small business component, and which implements the U.S. Department of Transportation's Disadvantaged Business Enterprise requirements for USDOT-funded projects. In keeping with the DBE Program's purpose of assisting certain businesses in overcoming the disadvantages that have resulted from the operation of various economic, social and cultural forces, the District and the signatory Union(s) believe that these goals can be achieved and operate within the framework of this Agreement.

16.2. The parties agree that for the purposes of this Agreement, the definition of "Construction Contract(s)" shall not include contracts or subcontracts that are otherwise covered by the scope of this Agreement that have an estimated value below five hundred thousand dollars (\$500,000), and that are awarded to contractors who are certified under the DBE Program, to that extent that such contracts or subcontracts are within parameters set forth in Articles

16.2 and 16.3 of this Agreement. Unless otherwise mutually agreed by the parties, the aggregate value of all contracts falling under this exclusion will not exceed five million dollars (\$5,000,000). The Council shall be notified prior to execution of any contract pursuant to this Article 16.2. The exclusion described in this Article 16 may be applicable to contractors that are signatory or are not signatory to MLAs.

16.3. The parties intend that the implementation of this Article 16 shall not have a significantly disproportionate impact on any particular craft or upon certified Federal Program contractors already signatory to MLAs. Unless otherwise mutually agreed by the parties, the District shall ensure that no more than ten percent (10%) of any particular craft's work may be subject to this Article 16.

16.4. The Union(s) agree that they will not undertake any conduct described in Article 6.1.1 against a contractor performing work on the Project under this provision, and the parties expressly agree that any such work shall not be subject to Trust Fund contributions.

ARTICLE 17. WAGE SCALES AND FRINGE BENEFITS

17.1. All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable MLA for each hour worked on the Project in the amounts designated in the MLAs of the appropriate Union(s).

17.2. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the applicable MLA. Other terms and conditions of employment on the Project shall be governed by the MLAs, copies of which shall be on file with the District, to the extent such MLAs are not inconsistent with this Agreement.

17.3. During the period of construction on this Project, the Contractor(s) 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 MLAs. In the event that an MLA is renegotiated during the term of this Agreement, the Union(s) shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

17.4. The Contractor(s) hereby adopt and agree to be bound by the written terms of the legally established Trust Funds referred to in Article 17.1, specifying the detailed basis on which contributions are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such Trust Funds 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 Contractor(s).

- 17.5. Wage rates, fringe benefits or working conditions negotiated in MLAs which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

ARTICLE 18. HEALTH AND SAFETY

- 18.1. The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 18.2. In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor(s).
- 18.3. A convenient supply of cold and potable drinking water shall be provided by the Contractor(s).
- 18.4. The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable MLA. The Contractor(s) and Union(s) understand that the facilities are smoke free sites.

ARTICLE 19. HELMETS TO HARDHATS

- 19.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the 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 parties.
- 19.2 The Union(s) and Contractor(s) agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

ARTICLE 20. MISCELLANEOUS PROVISIONS

- 20.1. 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/PDF signature pages transmitted separately to other parties to this Agreement shall be deemed equivalent to original signatures.
- 20.2. 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.
- 20.3. Public Contract Code.** This Agreement incorporates requirements of the California Public Contract Code applicable to the District's contracting program.
- 20.4. Ratification by Governing Board.** This Agreement has been approved by the District Board of Directors.

ARTICLE 21. ENTIRE AGREEMENT

- 21.1.** This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLAs (except with regard to matters on which this Agreement contains conflicting terms), shall apply to the work covered by this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.
- 21.2.** The Union(s) agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the term of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement except by mutual agreement of the Union(s) involved and the District.

ARTICLE 22. GENERAL SAVINGS CLAUSE

- 22.1.** It is the intention of the District and the Union(s) to comply with all 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 other provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) 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 this Agreement. Any term of this Agreement that is deemed to be prohibited by federal or state funding sources shall not be effective; remaining terms shall remain in effect. In the event that application of a provision of this Agreement is prohibited by such funding source or sources, the Parties to this Agreement will negotiate in good faith a replacement provision, within the parameters set forth by the funding source, and advancing the initial intent of this Agreement to the greatest extent feasible.

ARTICLE 23. DURATION OF AGREEMENT

- 23.1.** This Agreement shall become effective on the day it is executed by the duly authorized representatives of the District and the Council, and shall continue in full force and effect until conclusion or performance of Covered Work. The District and the Council may mutually agree in writing to amend, extend or terminate this Agreement at any time.
- 23.2.** Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the District by the Prime Contractor(s) and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District, the Agreement shall have no further force or effect on such items or areas, except when the Prime Contractor(s) is directed by the District to repair or modify as required by its contract(s) with the District.
- 23.3.** Notice of each final acceptance received by the Prime Contractor(s) will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch list” and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Prime Contractor(s). At the request of the Union(s), complete information describing any “punch list” work, as well as any additional work required of a Contractor(s) at the discretion of the District pursuant to 24.2 above, involving otherwise turned over and completed facilities which have been accepted by the District, will be available.

SIGNATURES

Alameda-Contra Costa Transit District




David J. Armijo, General Manager
Approved as to Form and Content:



Denise C. Standridge, General Counsel

Building and Construction Trades Council of Alameda County, AFL-CIO

By: 

Andreas Cluver, Secretary-Treasurer

Signatory Unions

Asbestos Workers, Local 16 By: _____

Boilermakers, Local 300 By: _____

Bricklayers & Allied Craftsmen, Local 3 By: _____

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

Cement Masons, Local 549 By: _____

Electrical Workers, Local 595

By: _____

Elevator Constructors, Local 8

By: _____

Hod Carriers, Local 166

By: _____

Iron Workers, Local 378

By: _____

Laborers, Local 67

By: _____

Laborers, Local 304

By: _____

Operating Engineers, Local 3

By: _____

Plasterers, Local 66

By: _____

Roofers, Local 81

By: _____

Sheet Metal Workers, Local 104

By: _____

Sign Display, Local 510

By: _____

Sprinkler Fitters, Local 483

By: _____

Teamsters, Local 853

By: _____

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

By: _____

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

By: _____

**District Council of Plasterers & Cement
Masons of Northern California**

By: _____

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

By: _____

**District Council of Iron Workers of the
State of California & Vicinity Trades**

By: _____

**Northern California District
Council of Laborers**

By: _____

ADDENDA TO THE AGREEMENT:

Addendum A: Agreement to be Bound

Addendum B: List of Arbitrators

(CSLB #)

(Area Code) (Phone)

(Fax)

(Motor Carrier (CA) Permit Number)

Addendum B: List of Arbitrators

Thomas Angelo

Alexander Cohn

Jerilou Cossack

Morris Davis

Bob Hirsch

John Kagel

Geraldine Randall

William Riker

Barry Winograd

BUS RAPID TRANSIT CONSTRUCTION CAREERS POLICY

I. PURPOSE

The Alameda-Contra Costa Transit District ("AC Transit") operates a bus system serving Alameda and Contra Costa counties, and owned by the public. AC Transit's Bus Rapid Transit project ("BRT Project"), scheduled to commence operation in 2016, will generate substantial employment and business opportunities through the construction phase.

For purposes of the BRT Project, AC Transit desires to implement targeted hiring strategies focused on areas of high unemployment, and on individuals with barriers to employment. These objectives will be advanced by targeting the BRT Project's construction employment and training opportunities in ways calculated (i) to mitigate the harms caused by geographically-concentrated poverty, (ii) to fight unemployment and underemployment in vulnerable populations and neighborhoods, including populations with barriers to employment, (iii) to advance the skills of targeted workers and enable workers to earn wages that will assist them in moving out of poverty, (iv) to provide links to career paths for targeted workers, and (v) to facilitate rapid completion of the BRT Project.

These objectives will also be advanced, and the proprietary interests of AC Transit will be protected, by avoidance of labor misunderstandings, grievances and conflicts on the BRT Project. Project labor agreements minimize the possibilities for such controversies, thereby promoting project cost containment, timely and economical project completion. Project labor agreements can also facilitate efforts to target construction job opportunities as described above. AC Transit therefore intends to implement this Policy through negotiation of a project labor agreement that facilitates achievement of the goals of this Policy and assures labor peace on the BRT Project.

Capitalized terms herein shall have the definitions set forth in Section II, below.

II. DEFINITION OF TERMS

The following capitalized terms shall have the following meanings in this Policy. These definitions encompass both the singular and plural form.

- A. "AC Transit" means the Alameda-Contra Costa Transit District.
- B. "Apprentice" means an individual registered and participating in an apprenticeship program approved by the US Department of Labor (DOL) and/or California Division of Apprenticeship Standards.
- C. "BRT Project" means the AC Transit Bus Rapid Transit Project, as described in the "Record of Decision on the East Bay Bus Rapid Transit Project in Alameda County,

California,” issued by the Federal Transit Administration on June 8, 2012, including attachments.

- D. “Building Trades Council” means the Building and Construction Trades Council of Alameda County, AFL-CIO.
- E. “Chronic Unemployment” means unemployment as defined by the U.S. Bureau of Labor Statistics and lasting 27 weeks or longer.
- F. “Construction Contract” means a contract to perform construction work on the BRT Project.
- G. “Contractor/Subcontractor/Employer” or “C/S/E” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a contract with AC Transit, the Prime Contractor, or another C/S/E, subcontractor, or owner/operators of any tier, with respect to the construction of any part of the BRT Project.
- H. “Criminal Justice System Involvement” means direct involvement with the criminal justice system through having an arrest record, or indirect involvement through affiliation or residency in an area with high levels of gang activity as identified/verified by a law enforcement agency.
- I. “Disadvantaged Worker” means an individual who, prior to commencing work on the BRT Project, is domiciled in an Economically Disadvantaged Area and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) having a criminal record or other Criminal Justice System Involvement; (5) suffering from Chronic Unemployment; (6) emancipated from the foster care system; or (7) being a veteran of the U.S. military.
- J. “Economically Disadvantaged Area” means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
- K. “Employment Hiring Plan” means a plan presented by a C/S/E to AC Transit, requiring approval by AC Transit’s General Manager or his or her designee prior to commencement of performance of Project Work, as described in Section III.4 of this Policy.
- L. “Alternative Referral Source” means an independent third-party individual, entity or employee with approved by AC Transit as having the capacity to promptly refer Targeted Workers to C/S/Es.
- M. “Letter of Assent” means the document that formally binds each C/S/E to adherence to all the forms, requirements and conditions of the PLA.
- N. “Policy” means this Construction Careers Policy for the BRT Project. This Policy shall govern BRT Project construction contracts, under terms set forth herein.

- O. "Prime Contract" means a contract awarded by AC Transit for construction of Project Work.
- P. "Prime Contractor" means a C/S/E that has entered into a Prime Contract.
- Q. "Project Labor Agreement" or "PLA" means an agreement regarding construction work on the Project and entered into by AC Transit, the Building Trades Council, and affiliated construction trade unions, providing labor peace commitments, governing certain working conditions, and facilitating satisfaction of Targeted Hiring Requirements.
- R. "Project Work" means construction work performed in the construction of the BRT Project. AC Transit reserves the right to designate scope of construction work at all times.
- S. "Reporting Period" means the monthly reporting period for measuring the compliance of a Prime Contractor with Targeted Hiring Requirements. These monthly reporting periods will continue until construction of the BRT Project has been completed.
- T. "Targeted Hiring Requirements" means the requirements set forth in Section III.B.3 of this Policy.
- U. "Targeted Worker" shall mean a worker in a category set forth in the Targeted Hiring Requirements.
- V. "Union" means a construction trade union that executes a PLA.

III. COVERAGE OF PROJECT.

- A. Except as provided otherwise herein, this Policy applies to all BRT-related construction contracts.
- B. AC Transit shall modify or not enforce any aspect of the Policy in accordance with a valid and binding instruction from the U.S. Department of Transportation.

1. Implementation.

- a. All Requests for Proposal/Invitations for Bid specifications for the BRT Project shall require all C/S/Es submitting bids or proposals to agree to the terms of this Policy and any PLA. All references in this Policy to C/S/Es' responsibilities under a PLA are not applicable to C/S/E's falling under any DBE exemption provision of a PLA.
- b. All Prime Contracts shall include a provision obligating all C/S/Es to comply with the terms of this Policy through incorporation into Construction Contracts, and with any PLA through a Letter of Assent to AC Transit.

- c. The Prime Contract shall include provisions establishing liquidated damages amounts as described in Section III.B.5.a of this Policy, enforceable by AC Transit in its sole discretion.

2. Exclusions and/or Modifications.

- a. This Policy shall only apply to Construction Contracts, as defined in Section II (Definition of Terms), subject to such limitation as set forth herein.
- b. This Policy shall not apply to, or impact in any way, service contracts or operation, inspection or maintenance contracts entered into by AC Transit including, but not limited to, such contracts relating to the BRT Project, services provided at any AC Transit facility or building, and/or the operation or maintenance of any AC Transit-owned or AC Transit - operated facilities or buildings.
- c. This Policy shall not apply to a C/S/E's non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees.
- d. This Policy shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery, except an offsite prefabrication facility dedicated solely to Project Work.
- e. This Policy shall not apply to officers and employees of AC Transit, nor shall it apply to work performed by or on behalf of other governmental entities and public utilities.
- f. This Policy shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any AC Transit project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by AC Transit or any other governmental entity.
- g. This Policy shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built documentation, including, but not limited to, those items excluded by the National Electrical Code (NFPA70) identified projects as "Not Covered" under Article 90.
- h. The provisions of this Policy shall not be applicable where prohibited by federal or state law, or where the application would violate or be

inconsistent with the terms and conditions of a grant or a contract with an agency of the United States or the State of California, or the valid instructions of an authorized representative of any of these agencies with respect to any grant or contract. If enforcement of any provision of this Policy is enjoined by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

3. Targeted Hiring.

- a. Each Prime Contractor and its C/S/Es shall ensure that at least 20% of all hours of Project Work will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's approved apprenticeship standards. Disadvantaged Workers will perform 25% of all apprenticeship hours worked on the BRT Project.
- b. Each Prime Contractor and its C/S/Es shall comply with U.S. Executive Order 11246 and all implementing regulations, as amended from time to time, including satisfaction of hiring goals for minorities and women.
- c. **Apprentice Sponsorship Requirements.** In each calendar year, for each twenty thousand (20,000) hours of Project Work performed by a Prime Contractor and its C/S/Es, such Prime Contractor and/or any of its C/S/Es shall sponsor one or more Disadvantaged Workers as a newly enrolled apprentice, and employ such Disadvantaged Worker(s) for an aggregate total of at least one thousand hours of Project Work and/or construction work on other projects during the term of the Prime Contractor's Project Work.
- d. **Contractor Procedures.** C/S/Es shall undertake the following steps in the following order, in an effort to retain Targeted Workers.

Step One: Utilize the C/S/E's discretion to assign to perform Project Work any current employees who are Targeted Workers;

Step Two: If the C/S/E utilizes a Union hiring hall to retain workers, utilize name call, rehire, or similar procedures in the relevant collective bargaining agreement to request particular individuals who have been identified as Targeted Workers;

Step Three: If the Contractor utilizes a Union hiring hall to retain workers, request that the hiring hall refer Targeted Workers;

Step Four: If the above steps have not enabled satisfaction of the percentage requirements set forth in Section III.B.3 of this Policy related to hiring of Targeted Workers, request referral of needed categories of workers from an Alternative Referral Source;

Step Five: Fairly consider workers that have been referred by an Alternative Referral Source within three (3) business days of request therefor.

4. Compliance.

AC Transit or its authorized representatives shall determine whether a Prime Contractor and its C/S/Es have complied with the requirements of this Policy and any PLA. A Prime Contractor is ultimately responsible for it and its C/S/Es' compliance with Policy and PLA requirements.

- a. If, after taking into account all hours of Project Work performed under a Prime Contract up to that point in time of the Reporting Period, the Targeted Hiring Requirements have been satisfied for that Prime Contract, then the Prime Contractor and its C/S/Es working on that Project shall be deemed to be in compliance at that time.
- b. If the Targeted Hiring Requirements have not been satisfied for the BRT Project for a Reporting Period, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its C/S/Es have complied with all other requirements of the PLA and this Policy, and (b) that it and each C/S/E have either (i) satisfied the Targeted Hiring Requirements with regard to the Project Work that it has performed or (ii) satisfactorily demonstrated the following:
 - i. Adherence to procedures contained in its Employment Hiring Plan as approved by AC Transit.
 - ii. Requests to Unions, through written requests, of sufficient numbers of Targeted Workers to meet the percentages set forth in the Targeted Hiring Requirements for that C/S/E's portion of Project Work.
 - iii. Documented contact with alternative referral sources in each instance when the relevant Union did not refer qualified Targeted Workers within the 48 hours following the C/S/E's request.
 - iv. The C/S/E's fair consideration of any Targeted Worker subsequently referred by Alternative Referral Sources.
- c. Accurate records documenting the C/S/E's compliance efforts include (but are not limited to) the following:
 - i. A listing by name and address of all recruitment sources contacted by the C/S/E;

- ii. The date of the recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;
- iii. The number of Targeted Worker hires made as a result of the contact;
- iv. The identity and address of the worker(s) hired pursuant to the contact;
- v. Documentation when a referral was not hired (reason for non-hire) and/or premature termination.

5. **Enforcement.**

a. **Liquidated Damages.** Each Prime Contractor agrees to the following:

- i. The Prime Contractor and its C/S/Es' commitment to comply with the requirements this Policy and any PLA are material elements of the Prime Contract.
- ii. The Prime Contractor will be liable to AC Transit for Liquidated Damages as provided in this Section.
- iii. The failure of the Prime Contractor and its C/S/Es to comply with the requirements of this Policy will cause harm to AC Transit and the public which is significant and substantial but extremely difficult to quantify.
- iv. Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, the Prime Contractor agrees to pay liquidated damages in amounts as follows:
 - a. The Prime Contractor shall pay liquidated damages equal to the average journeyman wage on the BRT Project for each hour the BRT Project fell short of satisfaction of the Targeted Hiring Requirements.
 - b. If the Prime Contractor is out of compliance with the Targeted Hiring Requirements during any Reporting Period, the Prime Contractor shall meet with AC Transit to develop a plan for compliance. The Prime Contractor has until the next Reporting Period to effectuate compliance, or Liquidated Damages shall be withheld from progress payments.
 - c. Before Liquidated Damages are assessed, the Prime Contractor shall be notified of the proposed Liquidated

Damages and served with a summary of the information upon which the Liquidated Damages are based.

- d. Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found to be in compliance, or the relevant Prime Contract is terminated or completed.
- e. Should the relevant Prime Contract be terminated or completed before the Prime Contractor is found to be in compliance, any additional Liquidated Damages shall be withheld from the Prime Contractor's retention payment.

b. Liquidated Damages Appeal.

- i. The Prime Contractor may appeal the assessment of Liquidated Damages before AC Transit's General Manager. Prior to the hearing, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.
- ii. The Prime Contractor must request an appeal in writing within 10 calendar days of receipt of the Liquidated Damages assessment summary. At the hearing, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section III.B.4.b of this Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

c. Termination.

Consistent, substantial violations of this Policy by any Prime Contractor may result in contract termination.

- 6. **Special Limited Purpose Committee.** The District's General Manager or his or her designee will appoint a Special Limited Purpose Committee to (a) assist AC Transit with compliance with this Policy and (b) make recommendations to AC Transit related to implementation of the Policy. The Special Limited Purpose Committee will consist of one San Leandro community representative, one Oakland community representative, one construction trades union representative, one AC Transit representative and one C/S/E representative. At the conclusion of each Reporting Period, the Committee may review any compliance information provided by C/S/Es to AC Transit. In the event that AC Transit or another governmental agency having jurisdiction over the subject matter of this Policy deems a C/S/E to be out of compliance with the Policy, that C/S/E will meet with

AC Transit and the Special Limited Purpose Committee (unless otherwise directed by AC Transit) to discuss Policy implementation issues and challenges to facilitate future compliance. The committee may also recommend changes to facilitate compliance, and AC Transit will notify the committee not less than 30 days before the AC Transit board formally considers any change to the Policy.

7. **Workforce Development Fund.** If granted prior approval by the BRT Project's federal funding sources, AC Transit will require each C/S/E to contribute \$0.10 per hour of Project Work to a workforce development fund administered by AC Transit with the advice of the Special Limited Purpose Committee. AC Transit will ensure that expenditures from the fund are used exclusively to train and refer for employment on the Project workers who are either Disadvantaged Workers or are in a category designated for employment and training efforts by United States Executive Order 11246 and its implementing regulations, as amended from time to time.

IV. RESPONSIBILITIES

A. AC Transit Responsibilities.

AC Transit or its designee shall ensure that the following responsibilities are met for the BRT Project:

1. AC Transit shall ensure that each Construction Contract includes the detailed requirements of this Policy and any PLA, as required terms for the Prime Contractor and other C/S/Es.
2. If a PLA is executed, AC Transit shall collect a Letter of Assent from each C/S/E and ensure that the letters are distributed to all required parties.
3. AC Transit shall review, approve or disapprove EHP submissions prior to a C/S/E's estimated start of work. Approval of a C/S/E to work on the BRT Project is contingent upon approval of a C/S/E's EHP.
4. AC Transit shall monitor and enforce the requirements of the PLA and this Policy, and shall take compliance action where appropriate.
5. AC Transit shall assess Liquidated Damages in accordance with Section III.B.5.a of this Policy.

B. C/S/E Responsibilities.

Each Prime Contractor and all other C/S/Es shall satisfy the following responsibilities, in addition to other responsibilities set forth in this Policy:

1. The Prime Contractor shall ensure that it and each C/S/E submits an EHP to AC Transit for approval by AC Transit project manager or his/her designee, at least 20 business days prior to starting their work on the BRT Project. Each C/S/E shall

include in its EHP a description of how it will meet the Targeted Hiring Requirements set forth in the PLA and this Policy. No C/S/E shall be approved to work on the BRT Project without an approved EHP.

2. The Prime Contractor shall read and understand the requirements of this Policy and any PLA, and shall acknowledge in writing, in a separately-initialed portion of the Prime Contract, such understanding and its commitment to comply with requirements of this Policy and any PLA.
3. The Prime Contractor shall sign and submit their Letters of Assent prior to the start of work. No C/S/E shall be approved to work on the BRT Project without submitting a signed Letter of Assent.
4. Prior to start of work on the BRT Project, the Prime Contractor shall recommend an Alternative Referral Source for approval by AC Transit. The Prime Contractor shall provide documentation of Alternative Referral Sources' qualifications, which shall include the ability to verify the status of Disadvantaged Workers for purposes of this Policy, to AC Transit within 10 days of request by AC Transit. Upon AC Transit's approval of its Alternative Referral Source, the Prime Contractor shall ensure that its C/S/E's know Alternative Referral Sources and understand the Alternative Referral Sources' role. The Prime Contractor and its C/S/Es shall coordinate with Alternative Referral Sources for services to support their efforts in meeting the Targeted Hiring Requirements as described in Section III.B.3 of this Policy.
5. Each C/S/E shall conduct a pre-job conference with any affected Unions and the Building Trades Council prior to commencing work. The C/S/E shall notify the Building Trades Council ten days in advance of all such conferences. All work assignments should be disclosed by the C/S/E at a pre-job conference held in accordance with industry practice. Any formal jurisdictional dispute raised through a PLA must be raised at the pre-job conference upon disclosure of the work assignments. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the C/S/E intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the C/S/E must notify the affected Unions prior to the commencement of Project Work.
6. The Prime Contractor and C/S/Es shall request workers in writing from affected Union(s) and (if necessary to meet Targeted Hiring Requirements) Alternative Referral Sources.
7. The Prime Contractor and its C/S/Es shall maintain proof of transmittal of the written requests for workers to relevant Union hiring halls and Alternative Referral Sources. Upon request by AC Transit, or its designated representative, copies shall be provided within 10 calendar days of request.
8. The Prime Contractor and its C/S/Es shall make available to AC Transit, or its designated representatives, records and information that AC Transit deems

relevant to monitoring and enforcement of the provisions of any PLA and this Policy.

9. The Prime Contractor and its C/S/Es shall cooperate fully and promptly with any inquiry or investigation AC Transit or its designated representatives deem necessary in order to monitor compliance with the provisions of any PLA and this Policy.
10. The Prime Contractor and its C/S/Es shall submit to AC Transit a verified statement of the number of journeypersons and apprentices who worked on the BRT Project, their classifications and the hours worked (Per California Labor Code 1777.5(e)) within 60 calendar days after concluding work on the BRT Project.

C. Union Responsibilities:

AC Transit shall ensure that any PLA includes the following commitments from Unions:

1. The Unions shall ensure that its dispatchers properly process written requests for Targeted Workers.
2. The Unions shall refer workers targeted under U.S. Executive Order 11246, requested through written requests, on a priority basis to the extent consistent with relevant collective bargaining agreements.
3. The Unions shall facilitate, encourage, and assist Disadvantaged Workers in commencing and progressing in joint labor/management apprenticeship programs.
4. The Unions shall respond to AC Transit requests regarding retention and progress through the apprenticeship program of new apprentices on the BRT Project, to the extent allowed by law.