



REVISED

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
<http://alamedasocialservices.org>

Lori A. Cox
Agency Director

AGENDA No. _____ August 2, 2016

July 12, 2016

County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: APPROVE A THIRD MODIFICATION TO LEASE WITH EASTMONT OFFICE OWNER, LLC, TO ADD 5,882 SQUARE FEET OF SPACE TO THE SOCIAL SERVICES AGENCY ADULT & AGING SERVICES AT 6955 FOOTHILL BOULEVARD, SUITE 300, OAKLAND, CALIFORNIA; AMOUNT: \$1,064,142

RECOMMENDATIONS:

- A. Approve and authorize the President of the Board of Supervisors to enter into a Third Modification to the existing lease between Eastmont Office Owner, LLC, a Delaware limited liability company (Hamid Rezapour, Manager, Vertical Ventures Capital, LLC, Walnut Creek, California) and the County of Alameda for approximately 5,882 square feet of additional office space at 6955 Foothill Boulevard, Suites 40-43 (aka Suites 140-143), Oakland, California, for the Social Services Agency (SSA) Adult and Aging Services; the term of the lease will be from substantial completion which is expected to be 12/1/2016 through 10/19/2023. The total contract amount over the term is \$1,064,142;
- B. Approve the use of SSA's Fiscal Management Reward savings to pay one-time costs of \$1,780,646 comprising of \$1,110,113 in tenant improvements (in excess of the landlord's Tenant Improvement allowance of \$176,460); \$603,433 for furniture purchase and installation through KI; \$61,600 for communications/cabling; \$5,500 for moving expenses; and
- C. Authorize adjustments to SSA's and GSA's FY 2016-17 budget as detailed in the attached financial recommendations.

DISCUSSION/SUMMARY:

Social Services Agency (SSA) Adult and Aging Services has been leasing space at 6955 Foothill Boulevard, Suite 300, in Oakland since 2003. On June 7, 2005, your Board authorized the First

Modification to the Lease to transfer responsibility for the provision of janitorial services from the County to the Landlord. On March 24, 2015, your Board approved the Second Modification to the Lease to add 10,515 square feet of space in suites 137-139. Since then, services offered by SSA at this facility have continued to grow. This additional space will allow expansion into suites 140-143, contiguous to the recently leased space 137-139.

A summary of the terms of this Third Modification is as follows:

1. Premises: 5,882 rentable sq. ft. will be added to the existing 65,515 sq. ft.
2. Term: Commence upon substantial completion of additional space, projected to be approximately 6 years and 10 months and ending co-terminus with the existing space.
3. Rent: The monthly rent for the additional space commences at \$11,783.32, which includes janitorial. The rent will increase 3% each year thereafter. Total rent cost over the projected term of this Lease will be \$1,064,142.
4. Landlord to provide turn-key tenant improvements with an allowance of \$176,460. Excess improvements estimated at \$1,780,646 to be borne by tenant.
5. Utilities: The County will pay for its own cost of utilities which is estimated to be \$1,433 per month.

As the overall cost of this project exceeds \$1,000,000, the Project Stabilization/Community Benefits Agreement (PS/CBA) policy applies.

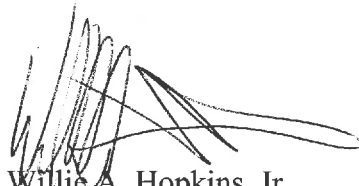
FINANCIAL:

Funding for one-time construction costs will be covered with SSA's Fiscal Management Rewards (FMR). There is no change in net County costs.

Respectfully submitted,



Lori A. Cox
Director, Social Services Agency



Willie A. Hopkins, Jr.
Director, General Services Agency

Attachments

I:\BOARD LETTERS\ REAL PROPERTY\LETTERS\BOS.09.02.16.RPML3^{RP} MODIFICATION TO SSA LEASE AT 6955 FOOTHILL BLVD., STE.300.LETTER

- cc: Susan S. Muranishi, County Administrator
 Steve Manning, Auditor-Controller
 Donna R. Ziegler, County Counsel

8/2/16 #9
ORIGINAL
F 29811

THIRD MODIFICATION TO LEASE

THIS THIRD MODIFICATION TO LEASE (this "Third Modification") is made and entered into effective _____, 2016 (the "Effective Date") by and between Eastmont Office Owner, LLC, a Delaware limited liability company ("Landlord"), and County of Alameda ("Tenant").

RECITALS

A. Eastmont Town Center Company, LLC, a California limited liability company ("Original Landlord"), and Tenant entered into that certain Lease dated January 14, 2003 (the "Original Lease"), as amended by that certain First Modification to Lease by and between Original Landlord's successor-in-interest, Eastmont Oakland, LLC, a Delaware limited liability company ("the First Successor Landlord") and Tenant dated Aug. 7, 2005 (the "First Modification"), and by that certain Second Modification to Lease for an additional space of 10,515 rentable square feet by and between Eastmont Oakland Associates, LLC, a Delaware limited liability company ("Second Successor Landlord"), as successor-in-interest to First Successor Landlord and Tenant dated March 24, 2015 (the "Second Modification"), and collectively with the Original Lease and First and Second Modifications, the "Existing Lease") pursuant to which Tenant is leasing Suites 300 and 37-39 at 6955 Foothill Blvd in Oakland, California ("Existing Premises").

B. Tenant desires to expand the Existing Premises by leasing and Landlord (Eastmont Office Owner, LLC, as successor-in-interest to Second Successor Landlord) desires to lease to Tenant additional space located at 6955 Foothill Blvd., Suites 40 - 43, in Oakland, California (the "Additional Space").

C. The defined, capitalized terms used in the Lease shall have the same meanings when used herein.

D. Landlord and Tenant desire to modify the Lease as set forth in this Third Modification.

NOW, THEREFORE, it is agreed as follows.

1. Definitions. All capitalized terms used herein and defined in the Existing Lease shall have the same meaning as in the Existing Lease, unless otherwise defined herein. All references to the term "Lease", "the Lease", or "this Lease" referenced herein shall refer to the Existing Lease as amended by this Third Modification.

2. Lease of Additional Space. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the additional space in the Project known as Suites #40 - 43, in the building commonly known as 6955 Foothill Boulevard (the "Building"), as depicted on Exhibit A (the "Additional Space"). The Additional Space is agreed to contain 5,882 rentable square feet. The Additional Space is hereby made a part of the Premises under the Lease for all purposes, effective on the Expansion Commencement Date. The leasing of the Additional

C-2016-97

Space is upon all of the terms and conditions of the Lease, except as provided herein. Subject to substantial completion of Landlord's Work (including Punchlist Items, in accordance with the requirements set forth on Exhibit B hereto), Tenant hereby (and as of the commencement of the Expansion Commencement Date) accepts the Additional Space in its "AS-IS" condition without any representation or warranty as to the condition of the Additional Space, or any warranty that the Additional Space is suitable for Tenant's use.

In accordance with the project budget in Exhibit C, Landlord shall pay the cost of the Tenant Improvements in an amount not exceeding \$176,460 ("the County Improvement Allowance"), the County being responsible for the balance of total project costs based upon actual invoices, in accordance with the provisions of Section 3 of the Work Letter attached hereto as Exhibit B. The Tenant Improvement Work shall be performed in accordance with the provisions of Exhibit D.

3. Term. The Term with respect to the Additional Space (the "Additional Space Term") shall commence after Landlord's delivery of the Additional Space with Landlord's Work (as defined in the Work Letter attached hereto as Exhibit B) substantially complete (or the date such Landlord Work would have been completed but for a County Delay as defined in Section 8.2 of Exhibit B), but in no event later than July 1, 2016 (subject to tolling on a day for day basis as a result of Landlord-caused delays as provided in Section 1.6 of the Work Letter) (the "Expansion Commencement Date"), and shall thereafter be coterminous with the Term as set forth in the Lease. No Base Rent or Operating Expenses shall be due for the Additional Space between the Effective Date and the Expansion Commencement Date.

4. Base Monthly Rent. Base Monthly Rent for the Additional Space shall be as follows (calculated at \$1.80 per rentable square foot, then escalated 3% per year):

Month Nos.	Approximate Calendar Months	Base Monthly Rent
1 – 12	Dec. 1, 2016 – Nov. 30, 2017	\$10,578.60
13 – 24	Dec. 1, 2017 – Nov. 30, 2018	\$10,905.23
25 – 36	Dec. 1, 2018 – Nov. 30, 2019	\$11,232.38
37 – 48	Dec. 1, 2019 – Nov. 30, 2020	\$11,569.36
49 – 60	Dec. 1, 2020 – Nov. 30, 2021	\$11,916.44
61 – 72	Dec. 1, 2021 – Nov. 30, 2022	\$12,273.93
73 – 83	Dec. 1, 2022 – Oct. 19, 2023	\$12,642.15

All Base Monthly Rent adjustments for the Additional Space have been calculated and are included above. Section 3.1.2 of the Original Lease, entitled *Periodic Increases of Base Monthly Rent*, does not apply to the Additional Space.

Base Monthly Rent for the Premises (suites 37 – 39) other than the Additional Space shall remain as follows, pursuant to the Second Modification:

Month Nos.	Calendar Months	Base Monthly Rent
1 – 12	Dec. 14, 2015 – Dec. 13, 2016	\$16,745.60
13 – 24	Dec. 14, 2016 – Dec. 13, 2017	\$17,247.97

25 – 36	Dec. 14, 2017 – Dec. 13, 2018	\$17,765.41
37 – 48	Dec. 14, 2018 – Dec. 13, 2019	\$18,298.37
49 – 60	Dec. 14, 2019 – Dec. 13, 2020	\$18,847.32
61 – 72	Dec. 14, 2020 – Dec. 13, 2021	\$19,412.74
73 – 84	Dec. 14, 2022 – Dec. 13, 2022	\$19,995.12
85 – 95	Dec. 14, 2022 – Oct. 19, 2023	\$20,594.96

Base Monthly Rent for the Premises other than the Additional Space shall remain as follows, pursuant to the Original Lease:

Month Nos.	Calendar Months	Base Monthly Rent
121 – 180	Nov. 1, 2013 – Oct. 31, 2018	\$121,000.00
181 - 240	Nov. 1, 2018 – Oct. 19, 2023	\$133,100.00

5. Excess Operating Expenses. Commencing on the Expansion Commencement Date, Tenant shall also pay its Proportionate Share of Excess Operating Expenses for the Additional Space pursuant to Exhibit C of the Second Modification to Lease. Tenant’s Proportionate Share with respect to the Additional Space shall be 1.14% (the “Tenant’s Proportionate Share for Additional Space”).

6. Janitorial. Commencing on the Expansion Commencement Date, Tenant shall pay \$1,204.72 per month for janitorial services (as provided in Exhibit A of the First Modification to Lease), which will increase by 2.5% on July 1st of each successive year.

7. Base Year. The Base Year for the Additional Space shall be the same as for the Premises, calendar year 2015.

8. Effect of Amendment. Submission of this Third Modification for review does not constitute an offer or acceptance by either party. This document may not be relied upon, nor may any claim for reliance or estoppel be made based upon this document, unless and until this document is fully executed and delivered by Landlord and Tenant.

9. Representations. Each party hereby represents and warrants to the other that (a) this Third Modification constitutes its binding obligation and is enforceable against it in accordance with its terms, and (b) no consent of any third party is necessary for such party to execute, deliver and perform this Third Modification. Tenant warrants that it has dealt with no broker regarding this Third Modification and Tenant owes no broker fees. The person executing this Amendment on behalf of each party warrants his or her authority to do so. The Premises and Project have not undergone inspection by a certified access specialist.

10. Status of Lease. Except as expressly amended hereby, the Lease remains in full force and effect and is hereby ratified and confirmed.

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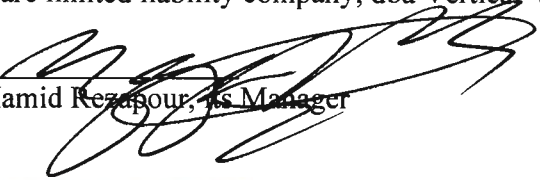
IN WITNESS WHEREOF, this Third Modification has been executed as of the date first above written.

LANDLORD:
EASTMONT OFFICE OWNER, LLC,
a Delaware limited liability company

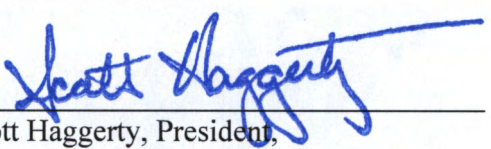
By: Eastmont Office Partners, LLC,
a Delaware limited liability company,
its sole member

By: Eastmont GP, LLC,
a California limited liability company,
its Administrative Member

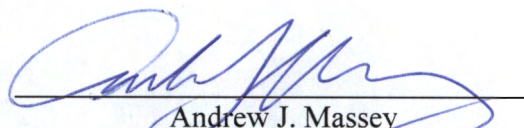
By: Vertical Ventures Capital, LLC,
a Delaware limited liability company, dba Vertical Ventures, its Manager

By: 
Hamid Rezaipour, its Manager

TENANT:
COUNTY OF ALAMEDA

By: 
Scott Haggerty, President,
Alameda County Board Of Supervisors

APPROVED AS TO FORM:
Donna R. Ziegler
County Counsel

By: 
Andrew J. Massey
Deputy County Counsel

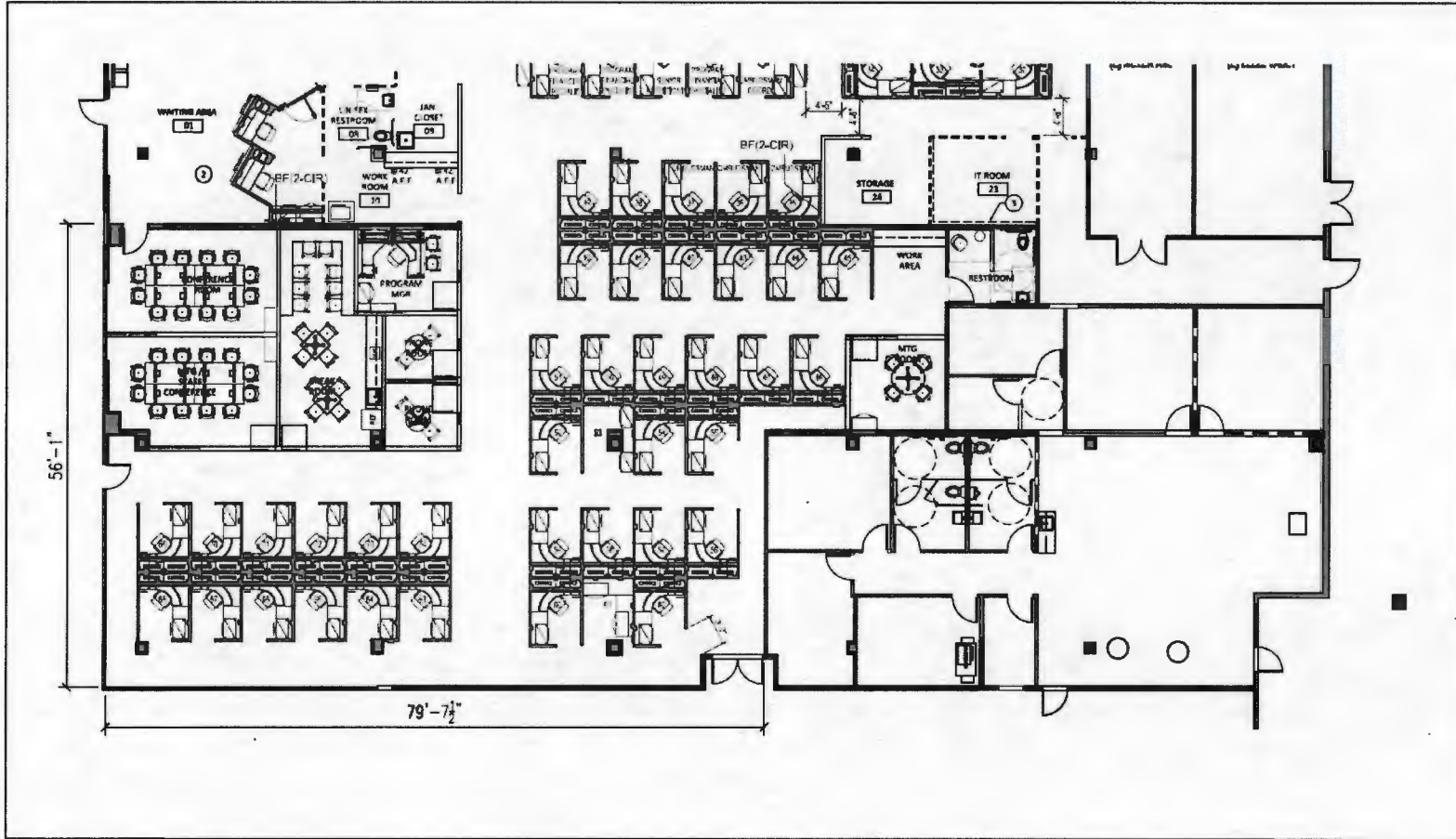


EXHIBIT A
Additional Space

EASTMONT TOWNCENTER
 7200 BANCROFT AVE, SUITE 40-42
 OAKLAND, CA
 11/9/15
 Scale: N.T.S.

AAMS Area Agency on Aging & Public Authority Expansion

grass architects
 471 14th Street
 Oakland, CA 94612
 Tel: 415.778.7773

EXHIBIT B WORK LETTER

This WORK LETTER (the "Agreement") is hereby made a part of that certain Third Modification to Lease (the "Third Modification") dated as August __, 2016 and made and entered into by Eastmont Office Owner, LLC, a Delaware limited liability company ("Landlord"), and the County of Alameda, a body corporate and politic and a political subdivision of the State of California, acting by and through its Board of Supervisors ("County"). All terms used herein which are defined in the Agreement shall have the same meanings herein as are ascribed to such terms in the Third Modification. Landlord and County hereby agree as follows with respect to the construction of initial improvements in the Premises:

1.0 SPACE PLANS, CONSTRUCTION DOCUMENTS, & LANDLORD'S WORK

1.1 Space Plans. Landlord shall be responsible for generating a final space plan to be reasonably approved by the County, and for developing the construction documents in accordance with that certain space plan (the "Space Plan") attached to the Third Modification in Exhibit A. The final space plan shall include a general layout of County workstations, if any, and shall show the locations of all electrical outlets, electrical connections for County workstations (if any), phone/fax/data outlet locations to be cut into walls, ceilings and floors. Landlord shall provide a copy of the space plan to County in CAD format for County's furniture vendor to use as a base sheet for furniture planning.

Upon receipt of the final space plan, the County shall provide its written approval or comment thereto within five (5) business days, and if the County fails to provide such written approval or comment within such five (5) business day period, then the County shall be deemed to have approved of the final space plan as delivered by Landlord. If the County does not approve of such plan, the County shall provide reasonably specific comments to such final plan which, if incorporated by Landlord, shall be deemed approved by the County. If Landlord does not approve of such comments, Landlord shall provide written notice thereof to the County, and the parties shall continue such approve process until such final plan is approved by both parties. In the event that the parties are unable to agree upon a final space plan within thirty (30) days of Landlord's initial submission thereof to the County, then Landlord may terminate the Third Modification by delivery of written notice thereof to the County.

1.2 Construction Plans and Documents. Landlord will be responsible for providing any surveys and services such as architectural, structural, electrical and mechanical engineering necessary for the preparation of construction drawings and final specifications necessary for the construction of improvements in the Premises that meet the design of the Space Plan (the "Improvements"). Construction documents will include architectural floor plans scaled at 1/4" or 1/8", reflected ceiling, finish schedules, door and hardware schedule and millwork details. Landlord shall use commercially reasonable diligent efforts to provide completed construction drawings for County review no later than thirty (30) days after full agreement of the final Space Plan as set forth above.

1.2.1 Plans, Studies, Drawings. Landlord shall cause to be prepared such plans, drawings and specifications (collectively, the "Plans") as may be necessary to obtain a building permit for construction of the Improvements. Upon 100% completion of the Plans, Landlord shall immediately submit Plans to County.

1.2.2 Documents. Landlord agrees to provide cutsheets, manufacturers' specs and other documentation upon County request for all items used in the construction and County Improvements.

1.2.3 County Review and Comment of Construction Plans and Documents. County's review and comments on the Plans and Documents shall not be interpreted as resulting in any approval of the documents or design, but are intended to discover any information which County may be able to call to the Landlord's attention to prevent costly misdirection of effort. Except for Extra Work, as that term is defined in paragraph 3.4, requested by the County, the Landlord will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this Third Modification and Agreement. Upon receipt of the Plans and Documents, the County shall provide its written approval or comment thereto within five (5) business days, and if the County fails to provide such written approval or comment within such five (5) business day period, then the County shall be deemed to have approved of the Plans and Documents as delivered by Landlord. If the County does not approve of such Plans and Documents, the County shall provide reasonably specific comments to such Plans and Documents which, if incorporated by Landlord, shall be deemed approved by the County. If Landlord does not approve of such comments, Landlord shall provide written notice thereof to the County, and the parties shall continue such approve process until such final plan is approved by both parties. In the event that the parties are unable to agree upon a final space plan within thirty (30) days of Landlord's initial submission thereof to the County, then Landlord may terminate the Third Modification by delivery of written notice thereof to the County. County shall be permitted to make minor revisions to the Plans to the extent they may not exactly conform to the Space Plan, but shall not increase the cost nor change the scope of the Improvements, except at the County's sole cost and expense, and any delays resulting therefrom shall constitute a County Delay (as defined in Section 8.2 below). County shall not be permitted to propose revisions to the Plans which would conflict with any applicable law.

1.2.4 Planning/Construction Documents As-Builts. At the County's sole cost and expense, a reproduction set of final As-Built plans, three (3) sets of blueprints, copy of air balance reports, and AutoCad disk will be provided to the County when the Improvements have been completed.

1.2.5 Operating Manuals. At the County's sole cost and expense, Lessor to provide County with operating manuals for thermostats, kitchen/break area equipment such as dishwashers, alarm systems, and any other equipment provided by Lessor when the project has been completed.

1.3 Permit Required Changes. County hereby consents to any changes to the Plans which may be imposed as a condition of obtaining a permit for the construction of the Improvements by any municipal department having jurisdiction over same. Landlord shall immediately notify County of any such changes made.

1.4 County Requested Changes. County may request changes to the final Plans following the submission of the plans by the Landlord for permit. All such requests for changes shall be subject to the procedures set forth in Paragraph 3.4 hereof.

1.5 Landlord's Work/ Work Performance. All work required to be performed by Landlord or Landlord's contractor pursuant to this Agreement is hereinafter referred to as the "Landlord's Work." Landlord shall cause to be constructed, at Landlord's sole cost and expense (except as expressly set forth herein) the Improvements. Work performed under this Third Modification must be in conformance with the prevailing wage provisions of County and State laws. Prevailing wages are to be paid for work to be performed in connection with this Third Modification, as provided by relevant provisions of the California Labor Code. Landlord agrees to comply with all applicable provisions of said Code as they relate to the payment of prevailing wages, and Landlord agrees to indemnify, defend and hold County harmless from all claims, costs, causes of action, attorneys' fees, damages or liability arising out of or in connection with the failure of Landlord or Landlord's contractors or subcontractors to comply with the applicable provisions of said Code.

1.5.1 Remediation. Landlord's Work shall include the remediation of asbestos-containing materials, lead-based paint, PCB's and other potential hazards ("Remediation Plans") described hereinafter.

1.5.1.1 Asbestos. Prior to any remodel/renovation activities, Landlord shall hire a Certified Asbestos Consultant to survey the Premises and common areas to identify any asbestos-containing materials that are present. A copy of the survey shall be provided to the County for its records. Asbestos-containing materials that will be impacted by remodel/renovation activities and/or any damaged asbestos-containing materials that are present in the Premises and common areas shall be remediated or encapsulated (as determined by Landlord in its reasonable discretion and in accordance with applicable laws) prior to the start of construction. Landlord shall use the services of a Certified Asbestos Consultant to design any asbestos remediation activities; inspect the Premises and common areas upon project completion; and collect clearance air samples for analysis by Transmission Electron Microscopy or Phase Contrast Microscopy.

1.5.1.2 Lead-Based Paint. All paint shall be assumed to contain lead unless sampled to prove otherwise. Landlord shall ensure that work impacting lead-based paint complies with all applicable local, state, and Federal regulations. Landlord shall hire an EPA-certified Lead Professional to perform a lead-exposure assessment of the Premises and common areas. The Landlord will conduct

remediation activities required to eliminate any exposure issues identified by this assessment.

1.5.1.3 Polychlorinated Biphenyls (PCBs). The Landlord shall replace any PCB-containing light ballasts. Unless clearly marked "Non-PCB", ballasts will be assumed to contain PCBs. Landlord shall use light ballasts clearly marked "Non-PCB").

1.5.1.4 Other Hazards. Landlord shall remediate any other hazards identified in the Premises as deemed necessary by Lessor to comply with applicable laws and ordinances.

1.5.1.5 Remediation Reports. Upon completion of the work required by this Paragraph 1.5.1, Landlord shall provide to County from Landlord's Certified Asbestos Consultant, EPA-certified Lead Professional, and/or other environmental professional, as appropriate, a written certification, in form and substance reasonably acceptable to County, indicating that all remediation and/or assessment work has been completed in accordance with all applicable local, state and Federal regulations, and that the Premises and common areas are safe to occupy.

1.5.2 Performance. All work in performance of this Third Modification, this Agreement, and the construction of the Improvements must be done by skilled workers or mechanics, be acceptable to County, and must be in conformance with the prevailing wage provisions of the State of California, and any other entity having such jurisdiction. Prevailing wages are to be paid for work to be performed on site in connection with this Agreement, as provided by the relevant provisions of the California Labor Code. Landlord agrees to comply with all applicable provisions of said Code as they relate to the payment of prevailing wages, and Landlord agrees to indemnify, defend, and hold County harmless from all claims, costs, causes of action, attorneys' fees, damages or liability arising out of or in connection with the failure of Landlord or Landlord's contractors or subcontractors to comply with the applicable provisions of said Code

1.6 Construction of Landlord's Work. Landlord shall enter into a contract for the construction of Landlord's Work with the general contractor who has been approved by both Landlord and County. Subject to Force Majeure and County Delay, Landlord shall cause the construction of Landlord's Work to commence within ten (10) days from the date Landlord has obtained Building Permits pursuant to Paragraph 2.2 of this Agreement ("Landlord's Work Commencement Date"). Landlord agrees to diligently construct and complete Landlord's Work in substantial compliance with the final Plans and Remediation Plans and in compliance with all applicable federal, state and municipal laws of the governmental authorities having jurisdiction. Possession of the Premises, with Landlord's Work completed in accordance with the Final Construction Plans and any Remediation Plans, shall be delivered not later than _____ (xxx) calendar days from Landlord's Work Commencement Date ("Landlord's Work Completion Date"). The parking areas, drives, entrances, sidewalks, curbing, landscaping, and other

improvements to the Common Areas which are part of Landlord's Work shall also be completed by Landlord's Work Completion Date.

Landlord's Work Completion Date shall be subject to extensions of time based upon delays beyond Landlord's control as provided in Paragraph 8.1 and 8.2 of this Agreement. If, however, Landlord has not completed Landlord's Work by a date which is two hundred seventy (270) days from Landlord's Work Commencement Date ("Absolute Deadline Date"), County shall at any time after the Absolute Deadline Date have the election to give Landlord written notice of County's election to terminate the Third Modification if Landlord does not complete Landlord's Work within thirty (30) days following receipt of County's notice; provided, however, that the Absolute Deadline Date shall be tolled on a day for day basis for any County Delay. If Landlord completes Landlord's Work within such thirty (30) day period, the Third Modification shall remain effective, otherwise the Third Modification shall terminate at the end of such thirty (30) day period without further acts of the parties required. For every day beyond the Absolute Deadline Date that Landlord has not completed Landlord's Work, Landlord shall grant County a day of free Rent starting the first day of County's obligation to pay Rent as described in the Third Modification. County shall prorate the amount of free Rent starting with County's first payment of Rent as provided under the Third Modification.

2.0 CODES AND PERMITS

2.1 Codes. All work shall be in accordance with the most current editions of the following codes and standards:

Local Building Code, current edition, and current Uniform Building Code

Local Plumbing, Electrical, Mechanical and Fire codes, current edition

State Building Code, Title XXIV

Bay Area Air Quality Management District (BAAQMD)

Bay Area Water Quality Control District

California Administrative Code

Comprehensive Environmental Response Compensation and Liability Act

Americans With Disabilities Act, current updates

All other codes enforced within local jurisdiction

2.2 Permits. All required permits for the construction, remodeling, testing, or debris removal are to be obtained by the Landlord from those jurisdictions having such authority to grant them.

2.3 Copies Provided To County. Copies of all permits shall be provided to County upon Substantial Completion, as defined hereinafter.

3.0 FEES, COSTS, AND CHANGE ORDER PROCEDURE

3.1 Construction Management Fee. There will be no construction management fee charged by the Landlord except as is otherwise in Exhibit C.

3.2 Cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, the "Costs" of Landlord's Work shall include all hard and soft costs related to Landlord's Work including but not limited to preparation and approval of any and all architectural plans, Space Plans, Plans and Documents approved pursuant to Section 1.0 of this Agreement, permits pursuant to Section 2.0 of this Agreement, and construction costs. Landlord shall provide to the County written evidence of the estimated Costs upon receipt from the general contractor and project manager prior to commencement of the Landlord's Work. Landlord shall pay the Costs up to the amount of \$176,460 (\$30 per rentable square foot) (the "The County Improvement Allowance"), and the County shall pay all Costs in excess of the Tenant Improvement Allowance ("Excess Costs"). When the general contractor and project manager invoice Landlord for Costs monthly, Landlord shall pay such Costs up to the maximum of the Tenant Improvement Allowance, and thereafter all Excess Costs shall be timely paid by the County as they become due and payable, and failure to so timely pay such Excess Costs shall be a default of this Agreement, the Third Modification and the Lease (as defined in the Third Modification). Landlord shall use reasonable efforts to oversee project management of the Work to ensure Costs remain within the project budget attached as Exhibit B-1 to the Third Modification. Landlord shall provide the County with a report of construction costs at least as frequently as Landlord receives such a report from its general contractor, and no less frequently than monthly. Except for any costs related to or resulting from any changes in the Plans requested or initiated by the County, Landlord shall promptly notify the County if Costs are projected by the Landlord or its general contractor to exceed the project budget, and in such event, upon written request by the County, Landlord and the County shall promptly meet and confer to discuss cost containment strategies, except that if such meeting results in a delay in the ongoing construction of Landlord's Work, then such delay shall constitute a County Delay and the County shall be solely responsible for payment of any and all costs associated therewith..

3.3 Changes Requested by the Landlord. Except as required in Paragraph 1.4 above, Landlord shall not enter into any change without County's prior written approval. Any such disapproval of Landlord's written request on the part of County shall be accompanied by a statement of the reasons for such disapproval, set forth with sufficient specificity to permit Landlord to understand the nature of County's objections thereto.

3.4 Changes Requested by the County. County may require Landlord to perform any such additional, nonstandard or revised work (hereinafter collectively referred to as "Extra Work") desired by County. County acknowledges that any delays in the completion of the Improvements

caused by the review of any request for, as well as any approval and/or performance of, Extra Work shall constitute a County Delay as described in Paragraph 8.2 below

3.4.1 Request Procedure. Any request by County for Extra Work which would require a change to the final Plans shall be accompanied by all necessary additional and/or revised Plans, if necessary, for such Extra Work. Landlord shall respond in writing to any request by County for the performance of Extra Work, which response shall include the scope, extra cost or credit, and delay of the completion of the Improvements, if any. Any approval of such request may, in Landlord's sole discretion, be conditioned upon any or all of the following: (1) payment by County of all estimated costs of such Extra Work as such costs become due and payable; as described in Paragraph 3.4.3 below; (2) the written acknowledgment by County that any additional time required to perform such Extra Work shall constitute a County Delay; and (3) any other reasonable conditions which Landlord may find to be reasonable under the circumstances.

3.4.2 County Approval. County shall approve or disapprove Landlord's written response on the scope, cost (if any), and delay (if any) of the Extra Work within three (3) business days following presentation by Landlord. No Extra Work shall be deemed approved by County unless written authorization is received from, or the Extra Work request is signed by, the Director of the General Services Agency or the General Services Agency Real Property Manager. Landlord acknowledges, and Landlord shall direct Landlord's contractor to acknowledge that no direction for Extra Work from County's employees, agents, or contractors that changes the scope of the Improvements, the cost of the Improvements, or changes the completion date of the Improvements is valid unless the procedure described in this Paragraph 3.4.2 is followed. If County shall fail to approve Landlord's response for Extra Work within three (3) business days following Landlord's presentation to County, the proposed Extra Work shall be deemed disapproved by County.

3.4.3 Payment Procedure. Upon any Excess Costs becoming due and payable, Landlord shall submit to County the original invoice including any detailed cost breakdowns from the contractor showing materials and labor. County shall pay Landlord, based on the invoice, within five (5) days of receipt of Landlord's complete, correct invoice.

3.5 Landlord's Error. To the extent any Extra Work is required as a result of Landlord's error, omission, negligence or willful misconduct, Landlord shall be responsible for the cost of performing such Extra Work. However, Landlord shall not be responsible for any Extra Work required as a result of the error, negligence or willful misconduct of any contractor chosen by County.

4.0 SCHEDULES AND COMPLETION OF IMPROVEMENTS

4.1 Schedules. Landlord shall provide County with a detailed construction schedule no later than one (1) week following full execution of the construction contract with the contractor, and in no event shall the construction schedule be provided after issuance of a notice to proceed or commencement of construction. The schedule will include all trades, particularly noting when walls and ceilings will be open for County's cabling subcontractor to install communication and data processing wires. Landlord's contractor shall coordinate with County's cabling contractor for the installation dates for County's cabling requirements. The schedule will also be updated at least thirty (30) days prior to anticipated Third Modification commencement date set forth in the Third Modification. Landlord's Contractor shall provide access during regular business hours to the Premises for County's employees and agents to install telephone and data cables prior to of dropping ceilings or closing walls.

4.2 Access to Premises during Construction. County and its approved contractors shall have the right to enter the Premises during the construction of the Improvements, without payment of rent, for the following purposes only: (a) to perform such work or decoration as is to be performed by or under the direction or control of County; (b) to review the progress of the construction of the Improvements for the purpose of coordinating County's move into the Premises; (c) to install County's furniture, fixtures, and equipment, provided that such entry or performance of work shall not interfere in any manner with the conduct of Landlord's Work; and (d) to review construction in progress to insure that the Improvements are being constructed according to the Plans. Any entry into the Premises by County, its agents, contractors and employees, during the construction of the Improvements shall be at the sole risk of the County, and County hereby releases Landlord, its agents, contractors and employees, from any and all liability, cost, damage, expense and claim for injury (including bodily injury, death or property damage) (collectively, "Claims") incurred or suffered by Landlord in or about the Premises during the construction of the Improvements, except for Landlord's or Landlord's contractor's error, omission, negligence or willful misconduct. Prior to any entry onto the Additional Space, the County shall provide Certificates of Insurance as reasonably required by Landlord and/or as required under the Lease (as defined in the Third Modification), and all terms and conditions of the Lease, including without limitation all indemnification obligations of the County, but not including obligations to pay Rent, shall apply.

4.3 Substantial Completion. "Substantial Completion" shall be defined as when the Landlord's Work in constructing the Improvements is completed in accordance with the final Plans, this agreement, and any Extra Work, and specifically upon the following:

4.3.1 Debris caused by Landlord's or County's trades, utility providers, and others has been removed;

4.3.2 All walls and partitions have been erected, with doors and hardware installed, and have received final painting or wall covering;

4.3.3 All ceilings and lighting are installed and operative;

4.3.4 All glass, door locks, door hardware, counters and cabinetry have been installed;

4.3.5 All flooring and base has been installed, cleaned, and buffed and VCT waxed;

4.3.6 (Reserved.);

4.3.7 The lobby, elevators, heating air conditioning, plumbing, and electrical systems have been installed and are in good working condition;

4.3.8 All elevators are available for County's use shall have current permits;

4.3.9 The entire Premises have been cleaned and are in unblemished condition. Stray paint on hardware, door and window frames, ceiling grid, and glazing shall be removed. Windows/glazing will be cleaned both on interior and exterior of Premises. All labels, tape, plastic covering light fixtures, and construction markings shall be removed. All debris shall be removed from exterior areas, sidewalks swept, parking lots washed and swept, and trash shall be hauled within one (1) week of County moving in. All air intake vents and returns to be cleaned and filters changed.

4.3.10 The expiration of thirty days' prior notice to County that the foregoing items above will be complete.

4.3.11 Landlord's receipt of a certificate of occupancy (or equivalent final regulatory approval such as final permit signoff by the local building inspector that the Improvements have been completed to all applicable codes and the Premises are ready for occupancy by County) and sign-off by the local fire department,.

4.4 County Walk-through/Punchlist. Within five (5) days following or upon Substantial Completion of the Improvements, County and Landlord shall conduct a walk-through inspection of the Premises to determine County's acceptance of Premises and to agree on the Punchlist of items of Landlord's Work still to be completed by Landlord ("Punchlist").

4.5 Acceptance of Premises.

4.5.1 Landlord shall deliver the Premises to County, and County shall accept the Premises, upon Substantial Completion of the Improvements (subject to Punchlist items). If County accepts the Premises and the Punchlist items are agreed upon, the Third Modification Commencement Date shall be deemed to have occurred on the first business day following County's acceptance of such Substantial Completion.

4.5.2 Neither the County's acceptance of the Premises for occupancy, nor the County's occupancy thereof, shall be construed as a waiver of any requirement of Landlord or right of the County under this Third Modification, its attachments, addenda, or its Exhibits, or as otherwise prejudicing the County with respect to any such requirement or right. Landlord shall remain responsible for diligently correcting any construction deficiencies, latent defects, or design errors of the Improvements that may be discovered after County's acceptance and occupancy of the Premises.

4.6 Completion of Punchlist Items. Landlord's contractor shall complete all Punchlist items within thirty (30) days after the walk-through inspection. Landlord shall provide the AS-Built Plans and items detailed in Paragraph 1.2.4. and 1.2.5 above as part of the Punchlist.

5.0 SPECIFICATIONS

Except as otherwise herein provided or as may be otherwise approved by Landlord, all construction of the Improvements shall be performed by Landlord's contractors. Unless otherwise expressly described in the Plans or expressly described herein this Agreement, all wall coverings, woodwork, paint, floor coverings and other finishes shall be of building standard quality, as determined by Landlord ("Building Standard") from time to time for general tenant improvement work in the Building, but in no event of lower quality than the construction, fixtures and finishing in the existing adjacent County-occupied space in Suites 37-39. Landlord shall construct the Improvements to achieve as much as is reasonably possible a seamless look and transition between the existing County-occupied space in Suite 37-39 and the Additional Space as defined in the Third Modification. Landlord shall not under any circumstances be required to provide or pay for any furniture, trade fixtures, equipment or other personal property of County, or any other item which is not to be permanently affixed to the Premises and made a part thereof.

6.0 COUNTY-APPROVED EQUIVALENTS

In the event of any question of County-approved equivalents in these specifications, Landlord is to contact the Real Property Manager of the General Services Agency for approval.

7.0 [RESERVED]

8.0 DELAY

8.1 Landlord Delay/Force Majeure. The term "Force Majeure" shall mean any delay in the completion of the Improvements which is attributable to any (1) delay or failure to perform attributable to any strike, lockout or other labor or industrial disturbance, civil disturbance, judicial order, act of a public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government agency; (2) delay attributable to inability to secure building permits and approvals; (3) delay in completing working drawings or other necessary components of final Plans, and/or delay in the construction of the Improvements despite Landlord's diligent efforts to complete same, because of changes in any laws subsequent to the execution date hereof (including, without limitation, the Americans with Disabilities Act of 1990) or changes in the interpretation of any such law by the applicable building department; or (4) delay attributable to lightening, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other natural cause beyond the reasonable control of Landlord.

8.2 County Delay. The term "County Delay" shall mean, with respect to the completion of the Improvements, delay which is attributable to any (1) delay in the giving of authorizations or approvals by County; (2) delay attributable to the negligent or willfully wrongful acts or failures to act, of County, its agents or contractors, where such acts or failures to act delay the completion of the Improvements; (3) delay attributable to the interference of County, its agents or contractors with the completion of Landlord's Work, including delays resulting from entry into the Premises by such persons as contemplated in Paragraph 4.2 above; (4) any delay resulting from changes change orders or other changes or modifications to the Plans and any Extra Work requested by the County; or (5) in obtaining a certificate of occupancy (or final permit sign-off) for the Premises as a result of the failure of any contractor hired by County to complete any portion of the Improvements (required for such certificate of occupancy or final permit sign-off) prior to the completion of Landlord's work. In the event of any County Delay, the date of delivery of the Premises to County by Landlord shall be deemed, for the purpose of determining the Commencement Date, to be the day Landlord would reasonably have completed Landlord's Work but for County's Delay.

EXHIBIT C Conceptual Tenant Improvements

Prepared for:
Eastmont Office Owner, LLC

Eastmont Town Center
AAMS and Public Authority- Expansion
Suites 40-43, Conceptual Tenant Improvement Budget

Print Date 6/2/2016

Description	Quantity	Unit	Unit Cost	Total	Cost/SF
Conceptual Tenant Improvement Budget					
AAMS and Public Authority, Expansion					
Space- Suite 40-43					
Budget Square Footage	5882	Approx sf			
Interior Demolition- Walls, Ceilings, Floor Coverings Etc.	5882	sf	5.75	\$ 33,821.50	5.75
Specialized Demolition	5882	sf	2.50	\$ 14,705.00	2.50
Concrete- Saw Out and Patching of Concrete for Plumbing - Restroom and Breakroom	1	ls	10,000.00	\$ 10,000.00	1.70
Structural support for HVAC	1	ls	6,000.00	\$ 6,000.00	1.02
Backing for Restroom Accessories and TV Monitors	1	ls	1,500.00	\$ 1,500.00	0.26
Walls- Metal Stud and Drywall-Interior 6' above Ceiling Header between Spaces	130	lf	155.00	\$ 20,150.00	3.43
Walls- Perimeter Wall Sheetrock and Patching	50	lf	100.00	\$ 5,000.00	0.85
Walls-Full Height	282	lf	73.00	\$ 20,586.00	3.50
Ceilings- Hard Drywall at Restroom	85	ea	175.00	\$ 14,875.00	2.53
Rework Entrance on South side of Space	100	sf	20.00	\$ 2,000.00	0.34
Patches at wall opening between spaces	1	ls	4,000.00	\$ 4,000.00	0.68
Cabinetry- Counter Top	1	ls	3,000.00	\$ 3,000.00	0.51
Painting- Interior Walls Only	33	lf	510.00	\$ 16,830.00	2.86
Doors-Interior- 3' x 7' Doors, Frames and Hardware	38	lf	330.00	\$ 12,540.00	2.13
Door Side Lites with Glazing	8320	sqwa	1.85	\$ 15,392.00	2.62
Storefront Entrance Doors- Change Single Door to Panic Hardware . Redo Double door with Panic Hardware	9	ea	1,900.00	\$ 17,100.00	2.91
Roof Patch at HVAC	5	ea	1,000.00	\$ 5,000.00	0.85
Fire Extinguishers	1	ls	12,600.00	\$ 12,600.00	2.14
Floor Coverings- Carpet, VCT At Break Room. Same as 37-39	1	ls	6,000.00	\$ 6,000.00	1.02
Ceramic Tile with Cove base and wet wall- Restroom	3	ea	350.00	\$ 1,050.00	0.18
Floor Prep	5800	sf	6.25	\$ 36,250.00	6.16
Restroom accessories	268	sf	25.00	\$ 6,700.00	1.14
Ceilings- T-Bar New Grid	5882	sf	8.00	\$ 47,056.00	8.00
Ceilings T-Bar Patch at Room Tie In	1	each	3,000.00	\$ 3,000.00	0.51
Insulation, Sound Batts- Interior Walls only	5800	sf	5.25	\$ 30,450.00	5.18
HVAC-heat and air- Replace existing and Duct Work	1	ls	1,800.00	\$ 1,800.00	0.31
Fire Sprinklers- Rework existing	500	lf	7.00	\$ 3,500.00	0.60
Plumbing- Restroom, Break Room and Condensate to HVAC	5882	sf	17.00	\$ 99,994.00	17.00
Electrical- Cubicle Connection points- Ceiling or Wall	1	ls	3.75	\$ 3.75	0.00
Electrical- Duplex Outlets Non-Dedicated	5882	sf	3.75	\$ 22,057.50	3.75
Electrical Duplex Outlets Dedicated 20 amp	1	ls	42,000.00	\$ 42,000.00	7.14
Power for HVAC	11	ea	3,120.00	\$ 34,320.00	5.83
Electrical Lighting LED 2x4 Fixtures	30	ea	660.00	\$ 19,800.00	3.37
Electrical switching and Lighting Control for New The 24	6	ea	1,140.00	\$ 6,840.00	1.16
Phone Ring and String				\$ -	-
Electrical Conduit from TV to below TV and to Floor For Computer Plug In	5	each	3,600.00	\$ 18,000.00	3.06
1 Floor Box in Conference room	78	ea	480.00	\$ 37,440.00	6.37
Electrical Demolition and Terminations	1	ls	15,000.00	\$ 15,000.00	2.55
Fire Alarm	16	ea	360.00	\$ 5,760.00	0.96
Electrical Panel consolidation/ Sub Panel Work	1	ls	2,000.00	\$ 2,000.00	0.34
	1	ls	5,000.00	\$ 5,000.00	0.85
	1	ls	5,400.00	\$ 5,400.00	0.92
	5882	sf	4.80	\$ 28,233.60	4.80
	1	ls	6,600.00	\$ 6,600.00	1.12

Based on Conceptual Plan Dated 08/18/15 by MVA

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Description	Quantity	Unit	Unit Cost	Total	Cost/SF
Clean up Interim and final	5882	SF	4.00	\$ 23,528.00	4.00
Supervision	14	wk	3,000.00	\$ 42,000.00	7.14
				\$ -	-
Temporary Protection	1	ls	4,500.00	\$ 4,500.00	0.77
Lift Rental	3	mos	2,500.00	\$ 7,500.00	1.28
				\$ -	-
Sub Total				\$ 776,876.60	132.08
Contractors General Conditions-			6.00%	\$ 46,612.72	7.92
Contractor Fee			9.00%	\$ 69,919.07	11.89
Sub Total Tenant Improvement Hard Cost Budget				\$ 893,410.39	151.89
				\$ -	-
Total Tenant Improvement Hard Cost Budget				\$ 893,410.39	151.89
Project Management			5.00%	\$ 44,670.52	7.59
Permits			4.00%	\$ 35,736.42	6.08
				\$ 7,500.00	
Environmental Consultant					
Architecture and Engineering- Will need full electrical drawings			4.00%	\$ 35,736.42	6.08
Sub Total Conceptual Tenant Improvement Estimate				\$ 1,017,053.74	172.91
Project Contingency			15%	\$ 152,558.06	
Total Conceptual Tenant Improvement Estimate				\$ 1,169,611.80	198.85
Landlord TI Allowance	5882	SF	30.00	\$ 176,460.00	30.00
Tenant Cost				\$ 993,151.80	168.85
Notes					
Budget Based on Prevailing Wages and Predominately an off Hours project					
Includes the Storage room being changed to a single occupant restroom					
Office Furniture, Cubicles and reception, Protection and AV Equipment, Tables at Conference rooms, Chairs and Desk,					
Work Stations all to be office furniture provided by tenant					
Floor Coverings to be VCT or Poltrair. Carpet No Pad, Glue Down Direct. Tile floor only in restroom.					
Ceiling Height to be 10 foot or less					
Restroom Walls to have Ceramic Tile					
Power Poles to Cubicles to be provided by furniture vendor					
Power Poles to be used and not floor connections to Office Furniture					
No Infrastructure for AV equipment. (conduits or designated power)					
Plenum Return Air on HVAC					
Work to be performed off hours to include: Saw Cut, Jack Hammering, Metal Stud and Drywall, Ceiling system, HVAC, Plumbing, Electrical					
Work to be performed during the day to include: Final Paint, Floor Coverings, Installation of Ceiling tiles, Low Voltage Cabling					
Project Cost are preliminary and Final Cost will be determined based on the final construction plans and Bids from General Contractors					

Preliminary Schedule

Revised June 3, 2016		Eastmont Suite 40 Preliminary Schedule											
ID	Task Name	Duration	Start	Finish	May	June	July	August	September	October	November	December	January
					May	June	July	August	September	October	November	December	Jan
1													
2	Project Kick Off Meeting	1 day	Thu 9/17/15	Thu 9/17/15									
3	Architecture Space Plan	1 day	Fri 9/18/15	Fri 9/18/15									
4	Board Approval	1 day	Tue 6/21/16	Tue 6/21/16									
5	Tenant Plan Approval	4 days	Wed 6/22/16	Mon 6/27/16									
6	Architecture- Construction Documents (assumes Lease Finalized)	4 wks	Tue 6/28/16	Mon 7/25/16									
7	Permit Plan Check Expedited (Not Expedited is 8 weeks)	5 wks	Tue 7/26/16	Mon 9/5/16									
8	IT Design	30 days	Tue 6/28/16	Mon 8/9/16									
9	Furniture, Security Quote	7 days	Tue 6/28/16	Wed 7/6/16									
10	Low Voltage Cabling Quote	6 days	Tue 6/28/16	Tue 7/5/16									
11	Contractor Bid Process	3 wks	Tue 7/26/16	Mon 8/15/16									
12	General Contractor Award and Contract	5 days	Tue 8/16/16	Mon 8/22/16									
13	Tenant Improvement	14 wks	Tue 9/6/16	Mon 12/12/16									
14	Low Voltage	22 days	Tue 11/15/16	Wed 12/14/16									
15	Furniture Install	11 days	Tue 12/13/16	Tue 12/27/16									

Date: Fri 6/3/16	Task Inactive Task Split Inactive Milestone Milestone Inactive Milestone Summary Inactive Summary Project Summary Manual Task External Tasks Duration-only External Milestone Manual Summary Rollup	Manual Summary Start-only Finish-only External Tasks External Milestone Progress Deadline	
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Exhibit B-1: Labor Compliance Provisions

The following provisions shall govern labor compliance for the Tenant Improvement Work described in Exhibits A and B ("Tenant Improvement Work"):

- 1) **PREVAILING WAGE:** All workers performing Tenant Improvement Work in accordance with this Third Modification to Lease shall be paid by Landlord's contractor at the prevailing wage rates set by the Department of Industrial Relations, and Landlord and its contractor shall comply with the associated requirements of Chapter 1, Part 7 of Division 2 of the Labor Code. Landlord shall indicate this requirement in any solicitation for a general contractor, along with the associated requirements of certified payroll and the hiring of apprentices, and make these requirements enforceable provisions of any construction contract with its general contractor, and between its general contractor and subcontractors, if any.
- 2) **PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT:** The Tenant Improvement Work performed pursuant to this Third Modification to Lease is subject to the requirements of the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" ("PSCBA"), attached hereto as Exhibit B-4. The Landlord agrees to be party to and bound by the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA". Landlord agrees to execute the "PROJECT STABILIZATION/ COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA Letter of Assent" and shall require its general contractor, and all of its subcontractors, of whatever tier, to become similarly bound for all Tenant Improvement Work by signing an identical Letter of Assent.

A. ROLES AND RESPONSIBILITIES SUBCONTRACTS

- i. Each of Landlord, its general contractor, which includes all subcontractors of any tier, including trucking entities performing Tenant Improvement Work, agrees that neither it nor its general contractor nor any of its subcontractors will subcontract any Tenant Improvement Work except to a person, firm, or corporation who is or becomes party to the PSCBA by signing the Letter of Assent attached as Exhibit B-2. All Contractors performing Tenant Improvement Work shall, as a condition to performing Tenant Improvement Work, become Signatory to and perform all work under the terms of the PSCBA.
- ii. Each of Landlord, and its general contractor, which includes all subcontractors of any tier performing Tenant Improvement Work, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by the PSCBA within either five (5) business days of executing a contract with such subcontract or before the subcontractor commences work on the Tenant Improvements, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the California State License Board license number of the contractors and scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference
- iii. The Landlord shall be responsible for PSCBA compliance by its general contractor and all subcontractors and lower tier subcontractors, and shall include a provision in Landlord's contract with its general contractor making the general contractor responsible for PSCBA compliance by its general contractor and all subcontractors and lower tier subcontractors.

B. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES: Landlord shall insert in its contract with its general contractor performing the Tenant Improvement work the following requirements:

- i. The assignment of the Tenant Improvement work to subcontractors is solely the responsibility of the general contractor.

- ii. Each of the general contractor and all subcontractors of any tier shall conduct a Pre-Job Conference with the Building and Construction Trades Council of Alameda County (Council) prior to commencing Tenant Improvement work as specified in Paragraph 2(C). The general contractor will notify the County in advance of all such conferences.
 - iii. Any jurisdictional disputes regarding the assignment of the Tenant Improvement Work will be resolved per the requirements of the PSCBA.
- C. PRE-JOB CONFERENCE: Landlord shall insert in its contract with its general contractor performing the Tenant Improvement work the following requirements:
- i. A mandatory Pre-Job Conference and/or Mark-Up Meeting will be held prior to the commencement of work to establish the scope of work in each contractor and subcontractor contract. All meeting shall be held at the offices of the Alameda County Building and Construction Trades Council.
 - ii. The general contractor performing the work shall have the responsibility for making work assignments in accordance with the PSCBA, and will be required to bring relevant plans, specifications, and blueprints to the meeting, as requested by the Union.
 - iii. The general contractor must submit written workforce projections at the Pre-Job Conference. The workforce projections shall include projected man-hours on a craft-by-craft basis, consistent with the general contractor's bid proposal.
 - iv. The County (via GSA-OAP and GSA-PSCBA Mgr) will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of the PSCBA.
- D. JOINT ADMINISTRATIVE COMMITTEE MEETINGS
- i. The Joint Administrative Committee (JAC) has been established (per Article 8.1 of the PSCBA) to monitor compliance with the PSCBA. The JAC meets monthly and reviews monthly reporting by the general contractor.
 - ii. The Landlord shall require in its contract with its general contractor that the general contractor provide progress report as described in Paragraph 2(H).
- E. COORDINATOR: The County will designate a Coordinator (currently DSI), who will be responsible for the administration and application of the PSCBA. The Coordinator's work will require weekly site visits and random in-person worker interviews. The Landlord hereby permits the Coordinator to conduct the weekly site visits and random in-person worker interviews, and will insert in its contract with its general contractor a provision requiring the same. The Coordinator will conduct its site visits and in-person worker interviews in a manner that does not disrupt or delay construction, announce his or her arrival to the foreperson on site, and will obey all safety instructions.
- F. LOCAL HIRING PROGRAM: Landlord shall insert in its contract with its general contractor performing the Tenant Improvement Work the following requirements:
- i. The general contractor agrees to achieve the inclusion of Residents as defined in the PSCBA in the employment and apprenticeship opportunities created by the Tenant Improvement Work, which will be known as the Local Hiring Program (LHP) as described in the PSCBA.
 - ii. The general contractor agrees to a goal that Residents of the County will perform forty percent (40%) of all hours worked on the Tenant Improvement Work, on a craft-by-craft basis, if such workers are available, capable and willing to work on the projects, together with the apprentice goals described in Paragraph 2G of this Document.
 - iii. The general contractor and subcontractors shall make good faith efforts to reach these goals, as described in the PSCBA including but not limited to the following:

- a) Within one week of the issuance of the Notice to Proceed, or similar such document directing the general contractor to commence construction, the general contractor shall meet with the County (GSA-PSCBA Mgr.) and Landlord to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County (see attached).
- b) Submit copies of hiring hall dispatch requests and responses to the County (GSA-PSCBA Mgr) within ten (10) days of County's request at any point during the execution of the Tenant Improvement Work.
- c) Immediately contact the County (GSA-PSCBA Mgr) if a union hiring hall dispatcher will not or cannot, upon request of the general contractor, dispatch local residents.
- d) Use the "Name Call," "Rehire" or other available hiring hall procedures to reach goals and shall provide documentation of such requests to the County (GSA-PSCBA Mgr) upon request.
- e) Use community based organizations as a resource for local labor resources, if a union will not or cannot provide local Residents as requested.
- f) Sponsor local Residents for apprenticeship, when possible.
- g) Maintain records for each Resident of Alameda County who was referred but not hired along with an explanation why the worker was not hired.
- h) Document participation in any local employment training programs and submit documentation of such to the County (GSA-PSCBA Mgr) within ten (10) days if requested by County.
- i) For the purpose of reaching the goal established in Paragraph 2(F)(iii)(a), a general contractor may qualify for full credit toward the goal by employing Alameda County Residents for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as outlined in the PSCBA.

G. APPRENTICES: Landlord shall insert in its contract with its general contractor performing the Tenant Improvement Work the following requirements:

- i. Although the PSCBA states that the County shall make available to the Unions a database of apprentices qualifying under the local hiring provision of the PSCBA, the County has not developed this database. The general contractor is to contact the Unions for available apprentices.

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

- ii. The general contractor shall exercise their best efforts to recruit apprenticeship program applicants from Residents and who are members of a Disadvantaged Population as described in the PSCBA
- iii. The general contractor shall request dispatch of apprentices in writing from the local Unions and/or Joint Apprenticeship Training Committee in which the

general contractor participates. Copies of the written requests shall be provided to the County within ten (10) days of request by the Coordinator.

- iv. For the purposes of meeting the goal established in Paragraph 2(F)(iii)(a) of this Exhibit, the general contractor may qualify for full credit toward the goal by employing Alameda County Residents as apprentices for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as described in the PSCBA

H. DATA COLLECTION AND REPORTING

- i. This Paragraph describes Contractor and data collection, reporting guidelines and responsibilities for the PSCBA. Landlord shall insert the requirements of this paragraph in its contract with its general contractor.
 - ii. On a monthly basis, the general contractor must submit reports to the County (via Elation) on the status and progress of local hiring on a craft-by-craft basis, including utilization of apprentices as described in Exhibit B-3, "PSCBA Forms".
- I. HELMETS TO HARDHATS: VETERAN EMPLOYMENT: Landlord shall insert in its contract with its general contractor performing the Tenant Improvement work the following requirements:
- i. The general contractor agrees to utilize the series of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and Center's "Helmets to Hardhats" program to serve as a resources for preliminary orientations, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as described in the PSCBA.
 - ii. The general contractor may also utilize the services of the "Swords to Ploughshares" program.

3) PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT/ LABOR COMPLIANCE PROGRAM MONITORING.

- A. The County has elected to retain the services of a third party to monitor compliance with the PSCBA and associated provisions of the California Labor Code.
- B. The PSCBA/Labor Compliance Program ("PSCBA/LCP") will enforce the PSCBA, including the local hiring requirement. PSCBA/LCP services do not limit the scope of the Tenant Improvement Work and do not relieve the Landlord or its general contractor of any responsibility for coordination of the Tenant Improvement Work with the California Labor Code or the PSCBA.
- C. The Landlord shall be responsible for any costs that the County incurs as the result of any actions taken by DIR, or by the County when exercising its enforcement duties, to address general contractor and/or Subcontractor violations related to California Labor Code or the PSCBA. If the Landlord, general contractor or any of its Subcontractor are notified that they should take certain actions to be in compliance with the PSCBA or applicable state law and those actions are not taken or not taken in a timely manner, then the County shall have the right to recover the cost of all work performed by or for the County or its contractors from the date of such notice and the County shall have the right to back charge the Landlord for any and all costs associated with such work. The Landlord shall insert this requirement in its contract with its general contractor.
- D. Landlord shall require certified payroll reports for the duration of the Tenant Improvement Work be maintained by the general contractor and submitted electronically, and are subject to all of the following conditions:

- i. Certified Payroll Reports (CPR) shall be submitted to the County (Elation) electronically on the web-based software system, described in Exhibit B-5 "Prevailing Wage and Related Labor Requirements Certification", to be utilized for collection and verification of payroll reports for the Tenant Improvement work.
- ii. CPR must contain all of information required by California Labor Code section 1776 and must be organized in a manner that is similar or identical to the format in which the information is reported on the DIR "Public Works Payroll Reporting Form" (Form A-1-131);
- iii. Statement of Compliance. CPR shall be accompanied by a signed "Statement of Compliance" certifying that the payroll reports are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage rate for the work performed. The wording of the certification shall comply with California Labor Code section 1776 and 29 C.F.R. § 5.5(a)(3)(ii)(B)-(D).
- iv. Electronic CPR submitted to the County, the DIR Division of Labor Standards Enforcement (DLSE), or other entity within the DIR, must be in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper. Printed reports submitted on paper with an original signature will be accepted as supplemental information to electronic reports, and will not relieve the general contractor or its Subcontractor from their obligation to submit electronic reports.

4) **CONTRACTOR REGISTRATION**

- A. The Landlord shall ensure that its general contractor and all subcontractors performing the Tenant Improvement Work have registered with the Department of Industrial Relations in accordance with the requirements of Labor Code section 1725.5.
- B. The cost of registration shall be considered as included within the not to exceed amount in Paragraph 2 of the Third Modification to Lease, and shall not be charged additionally to County.

EXHIBIT B-2 (Letter of Assent)

**PROJECT STABILIZATION/COMMUNITY BENEFITS
AGREEMENT**

for the

COUNTY OF ALAMEDA

CONTRACTOR AGREEMENT TO BE BOUND

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

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

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher

(Authorized Officer

& Title) Level Subcontractor)

CA Number _____

(Address)

Contract or Project # _____

(Phone)

(Fax)

Exhibit B-3

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

The Landlord shall require its general contractor and each subcontractor at all tiers to complete and submit all forms required by the Labor Compliance Program Guidebook included in this Third Modification to Lease as "PSCBA FORMS".



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

Labor Compliance Program Guidebook

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

Labor Compliance

Enclija Basic
(310) 385-1261
enclija@davillier-sloan.com

Certified Payroll

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

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

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DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS

Section 1: Introduction

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

Overview

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

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

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

Prevailing Wage Determinations

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

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

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

Asterisk (*) clarifications:

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

Site Visits

Site visits will be conducted weekly. Information on certified payrolls will be verified by visual inspection and random in-person worker interviews.

Required Forms

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

Prior to Construction Forms

1. Checklist of Labor Law Requirements

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

2. Division of Apprenticeship Standards Form DAS

140 Public Works Contract Award Information

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

3. Division of Apprenticeship Standards Form DAS

142 Request for Dispatch of an Apprentice

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

4. Alameda County PS/CBA Local Hiring Compliance Plan

- This form serves as the "Local Hiring Plan" document described in Section 2F of Exhibit B-1 and as further described in the PSCBA.
- The responses on this form shall serve as the basis for local hiring on the project.
- As described in Section 2F of Exhibit B-1, the Contractor shall complete this form and submit it to the County and the Landlord within one week of issuance of the notice to proceed or similar document. The Landlord and County must approve the proposed Local Hiring Plan.

5. Pre-Job Conference Request

- The contractor shall submit this form at the same time it requests the Pre-Job Conference described in Section 2C of Exhibit B-1.
- The Pre-Job Conference Request form shall list all subcontractors of any tier and

all proposed scopes of work. Incomplete forms will not be accepted. A Pre-Job Conference Request form shall be considered incomplete if it omits any work proposed to be performed by a subcontractor of any tier.

6. Alameda County PS/CBA Project Information Form

- In accordance with Section 2(A)(ii) of Exhibit B-1, this form provides the County and the Union(s) with notice of subcontractors to be performing work on the project to the extent subcontractors are not identified in the Pre-Job Conference on the Pre-Job Conference Request form when, for example, there is substitution of subcontractors after the Pre-Job Conference.
- Submit this form at the same time as submission of the Pre-Job Conference form, and within 24-hours of subcontractor substitution.

During Construction Forms

1. Statement of Employer Payments

Must be submitted with the first certified payroll, when prevailing wage rates are updated, and when there is a change in fringe benefits.

Additional annuity payments can be indicated in the notes section of the CPR and a union dispatch slip should be uploaded into the Elation System.

2. California Apprentice Council Training Fund Contribution (CAC -2)

The training fund contributions to the CAC are due on the 15th of each month for work performed during the preceding month. Refer to the DIR applicable prevailing wage determinations for the amount owed for each hour of work performed for journeymen and apprentices.

3. Statement of Non-Performance (when applicable)

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

One form may be submitted for consecutive non-performing weeks.

4. Certified Payroll Reporting Form

Any person employed upon the project that is working with tools must be listed on the certified payroll including but not limited to owners, operators, surveyors, and foremen.

The certified payroll records shall be submitted and maintained electronically subject to the following conditions:

- i. The certified payroll reports contain all of the information required by California Labor Code Section 1776. The information must include name, address, social security number, craft, classification, wages, and hours worked.
- ii. The reports shall be in a format and/or use software that is readily accessible to Contractors, Awarding Bodies, LCPs, the DIR, and the DOL.

Certified Payroll submitted to DSI, the DLSE, or another entity within the DIR must be in the

form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper.

The requirements for redacting information shall be followed when certified payroll records are disclosed to the public pursuant to California Labor Code Section 1776(e). This requirement will apply whether the records are provided electronically or as hard copies.

No general contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any general contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

5. Statement of Compliance Certificate

A Statement of Compliance shall accompany each certified payroll record.

6. Verification of Apprenticeship Status (DAS)

Verification is available on the DIR website at

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

Project/Program Closeout

Contractor Affidavit

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

Apprenticeship Utilization

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

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



DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS

**Section 2:
Prior to Construction Forms**

- A. Checklist of Labor Law Requirements
- B. Public Works Contract Award Information (DAS 140 Form)
- C. Request for Dispatch of an Apprentice (DAS 142 Form)
- D. Alameda County PS/CBA Local Hiring Compliance Plan
- E. Pre-Job Conference Request
- F. Alameda County PS/CBA Project Information Form

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

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

NAME (PRINT) _____ DATE _____
COMPANY _____ PHONE _____
ADDRESS _____ FAX _____
CITY _____ STATE _____ ZIP CODE _____
PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____
CERTIFIED PAYROLL _____ PHONE/EXT. _____
CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____
SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____
PROJECT NAME _____ PROJECT #/BID PACKAGE # _____
AWARDING BODY _____ ADVERTISEMENT DATE _____
IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____
CONTRACT AWARD AMOUNT _____

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

Payment of Prevailing Wage Rates

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

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

Apprentices

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

Penalties

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

Certified Payroll Reports

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

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

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

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

Checklist of Labor Law Requirements, continued

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

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

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

Nondiscrimination in Employment

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

Kickbacks Prohibited

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

Acceptance of Fees Prohibited

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

Listing of Subcontractors

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

Proper Licensing

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

Unfair Competition Prohibited

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

Workers Compensation Insurance

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

OSHA

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

Proof of Eligibility/Citizenship

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

Itemized Wage Statement

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

CERTIFICATION

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

(COMPANY NAME)

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

Contractor

(SIGNATURE)

(DATE)

Awarding Agency / Labor Compliance Program

(SIGNATURE)

(DATE)

PUBLIC WORKS CONTRACT AWARD INFORMATION

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

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

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

This is not a request for dispatch of apprentices.

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

Check One Of The Boxes Below

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

Signature _____ Date _____

Typed Name _____

Title _____

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

DAS 140 (REV. 104)



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

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

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

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

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

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

Name of Person to Report to: _____

Address to Report to: _____

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

DAS 142 (Revised 04/14)

Alameda County PS/CBA Local Hiring Compliance Plan
To be filled out by contractors at every tier. Please type or print clearly.

Alameda County Project Name _____
Contractor Name _____ GC or Subcontractor

Scope of Work _____
(Further explanation can be attached on separate sheet of paper)

Contract Amount _____ Phone & Email: _____

Estimated Start Date: _____ Estimated Completion Date: _____

List all trades anticipated: _____
If craft area allows, are you willing to sponsor new apprentices? Yes _____ No _____

Are you signatory to one or more unions? Yes _____ No _____ Please list: _____

Estimated number of peak workforce: _____ Estimated peak workforce date: _____

Estimated number of journeypersons to be hired: _____
Estimated number of hours to be worked by journeypersons: _____
Estimated number of apprentices to be hired: _____
Estimated number of hours to be worked by apprentices: _____

Contractor's narrative description of plan for hiring local area journeypersons and apprentices:

Follow-up meeting: _____

Agreement confirmed:

Contractor Representative:

Jake Sloan
Davillier Sloan, Inc.
Date:

Sign & Print Name:
Date:

Project Stabilization/Community Benefits Agreement
Local Hiring Program & Good Faith Efforts

The following is a summary of the Local Hiring Program. Please refer to the PS/CBA for details.

- Alameda County residents will perform up to 40% of all hours worked on the PS/CBA covered project, on a craft-by-craft basis, if such workers are available, capable and willing to work on the Project, together with the apprentice goals in Article 18.
- Contractors shall make good faith efforts to reach these goals. Unions shall make good faith efforts to assist the contractor in reaching this goal.
- For this PS/CBA project, the Design-Build Entity will be responsible to ensure that it and/or its subcontractors hire at least one (1) new stage apprentice for the first \$1 million of the Design-Build Agreement construction value and for each succeeding \$5 million of construction value, the Design-Build Entity and/or its subcontractors will be required to hire at least one (1) additional new first stage apprentice.

The following are some of the “Good Faith” steps that a contractor can take to demonstrate that it has made every effort to reach the local hiring goals of the PS/CBA. This list is a minimum and additional efforts may be required.

- The Contractors shall **attend the scheduled pre-job meetings**. At this meeting, the Contractor must submit written workforce projections and projected man-hours on a craft-by-craft basis, consistent with the Contractor’s bid proposal. In the event the pre-job meeting is waived, the Contractor must submit written workforce projections to the Coordinator within five (5) days.
- Within one week of the issuance of the Notice to Proceed, the Contractors shall **meet with the Coordinator to review and approve its compliance plan** for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.
- The Contractors shall submit **copies of hiring hall dispatch requests and responses** to the Coordinator within ten (10) days of Coordinator’s request at any point during the execution of the Project.
- The Contractors shall **immediately contact the Coordinator if a union hiring hall dispatcher will not or cannot, upon request of the Contractor, dispatch local Residents**.
- The Contractors shall **use the “Name Call,” “Rehire”** or other available hiring hall procedures to reach goals and shall **provide documentation** of such requests to the Coordinator upon request.
- The Contractors shall **use community based organizations as a resource** for local labor resources, if a union will not or cannot provide local Residents as requested, and in conformity with the collectively bargained union hiring hall agreement.

- The Contractors shall **sponsor local Residents** as defined herein for apprenticeship, when possible.
- The Contractors shall **maintain records for each Resident** of Alameda County who was referred but not hired along with an explanation why the worker was not hired. Upon request, such records shall be made available for review by the County, Coordinator, and JAC for the duration of the Covered Projects.
- The Contractors shall **document participation in any local employment training programs** and submit documentation of such to the Coordinator within ten (10) days if requested by Coordinator.
- Contractor **may qualify for full credit** toward the goal by employing Alameda County Residents for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma. Credit will only be given for work performed during the life of the Covered Project. In order to receive such credit, the Contractor must submit certified payrolls as documentation to the Coordinator. No credit for off-site work will be allowed until the Contractor has demonstrated a good faith effort to reach the goal on the Covered Projects and has received approval from

PRE-JOB CONFERENCE REQUEST

Name of Job:
General Scope of Job:
Project Address:

General Contractor:
PM Contact: Name, Phone Number, Email address:
Contract Amount:
Start Date:

Subcontractor Name	If not direct sub to GC (Lower Tier to)	Scope (Description of Work)	Contact Person and Phone #	CSLB	Paperwork attached (Letter of Assent & Local Hiring Compliance Form)

Alameda County PS/CBA PROJECT INFORMATION FORM
To be filled out by project prime contractor only. Please type or print clearly.

Complete Alameda County Project #/Name _____

General Contractor _____ Contract Amount _____

Address, City, State, Zip _____

Scope of Work _____

(Further explanation can be attached on separate sheet of paper)

Project Manager _____

Phone Number (office) _____ (cell) _____

E-mail Address _____

Certified payroll contact _____

Phone Number (certified payroll) _____ (fax) _____

E-mail Address _____

Estimated Start Date _____ Estimated Completion Date _____

Please attach a subcontractor list and notify DSI when a new subcontractor (any tier) begins work on-site.

SUBCONTRACTOR LIST

Complete Project #/Name: _____

General Contractor _____

Subcontractor: Name, Project Manager, Address, Phone, Email	License # & Expiration Date	Scope of Work	Letter of Assent attached? (Y/N)	Signatory to one or more unions? (Y/N) Please list



**Section 3:
During Construction Submittals**

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

Statement of Employer Payments

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



HEALTH AND WELFARE

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	<input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY

PENSION

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	<input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY

VACATION/HOLIDAY

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	<input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY

TRAINING

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	<input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY

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

PW 26



Division of Apprenticeship Standards (DAS)

CAC - Training Fund Contributions

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

All fields with * are required.

If there is no work for a particular month you do not need to submit a CAC2 form with zero amount for that month.

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

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

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

Training Fund Contributions Form CAC2

Date: 2/2/2016

CLEAR FORM

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

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

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

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

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

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

TOTAL AMOUNT: \$ 0.00

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

51839

Calculate Total Amount

August 2014

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TO BE TYPED ON COMPANY LETTERHEAD

STATEMENT OF NON-PERFORMANCE

Payroll # _____

Date _____

I do hereby state that no persons employed on the construction of the _____
(Project Name)

Project, for _____ Company, Contract No. _____
(Awarding Body)

During the payroll period commencing on the _____ th day of _____, 201_

and ending on the _____ th day of _____, 201_.

(Company Name)

(Authorized Signer)



PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR OR SUBCONTRACTOR		CONTRACTOR'S LICENSE NO. SPECIALTY LICENSE NO.		ADDRESS																		
PAYROLL NO.		FOR WEEK ENDING		SELF-INSURED CERTIFICATE NO. WORKERS COMPENSATION POLICY NO.																		
PROJECT OR CONTRACT NO.		PROJECT AND LOCATION:																				
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF MONTHS HOLIDAY EXEMPTED BY	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.	
			M	T	W	TH	F	S	S				FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION			
			DATE																			
			HOURS WORKED EACH DAY																			
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
		O												TRAINING	FUND ADMIN	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
		O												TRAINING	FUND ADMIN	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
		O												TRAINING	FUND ADMIN	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
		O												TRAINING	FUND ADMIN	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		

Form A 1 - 31 (Rev 2-82)

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

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

CERTIFICATION **MUST** be completed (See reverse side)

PSCBA FORMS - FOR INFORMATION ONLY

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

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

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

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

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

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

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

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

Date: _____ Signature: _____

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



Division of Apprenticeship Standards (DAS)

Apprentice certification

Apprenticeship certification for public works

Enter search string (LLLLF9999) here

How to compile the search string

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

Examples:

Uncle Sam ssn 123-45-6789 would be entered as Sam U6789

Goddess Minerva ssn 123-45-5555 would be entered as MineG5555

Richard Al-Ham ssn 111-44-1111 would be entered as AlHaR1111

Robert O'Brian ssn 111-22-3333 would be entered as OBriR3333

James McHenry ssn 555-66-1234 might be entered as McHeJ1234 or Mc HJ1234

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

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

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

If you believe that the apprentice should be reported as registered and is not, please contact your local office of the Division of Apprenticeship Standards

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11.

12.

13. Section 4: Closeout

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

A. Contractor Affidavit

Contractor Affidavit

Contract # _____

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

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

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

Or

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

Or

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

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

Signature

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

Exhibit B-4

DOCUMENT 00 73 49B

FOR INFORMATION ONLY

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

COUNTY OF ALAMEDA

Final for Award - November 3, 2015

PSCBA AGREEMENT
DOCUMENT 00 73 49B

(i)

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PREAMBLE

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

"Agreement" shall mean this Project Stabilization/Community Benefit Agreement.

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

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

"Completion" means that the work of Contractors' is completed, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

PURPOSE

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

ARTICLE 3

SCOPE OF AGREEMENT

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

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

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

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

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

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

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

ARTICLE 5

ROLES AND RESPONSIBILITIES

SUBCONTRACTS

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

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

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

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

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

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

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

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

ARTICLE 7

PRE-JOB CONFERENCE

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

ARTICLE 8

JOINT ADMINISTRATIVE COMMITTEE MEETINGS

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

8.6 Joint Administrative Subcommittee Meetings

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

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

ARTICLE 9

COORDINATOR

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

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

ARTICLE 10

UNION RECOGNITION AND REPRESENTATION

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

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

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

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

ARTICLE 11

NO STRIKES - NO LOCKOUTS

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

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

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

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

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

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

ARTICLE 12

MANAGEMENT RIGHTS

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

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

ARTICLE 13

WORK RULES

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

ARTICLE 14

WAGE SCALES and FRINGE BENEFITS

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

ARTICLE 15

HOURS OF WORK, OVERTIME, SHIFTS and HOLIDAYS

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

ARTICLE 16

HEALTH AND SAFETY

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

ARTICLE 17

LOCAL HIRING PROGRAM

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

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

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

Residents.

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

ARTICLE 18

APPRENTICES

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

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

ARTICLE 19

REFERRAL PROCESS

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

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

ARTICLE 20

DATA COLLECTION AND REPORTING

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

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

ARTICLE 21

HELMETS TO HARDHATS: VETERAN EMPLOYMENT

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

ARTICLE 22

NON-DISCRIMINATION

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

ARTICLE 23

GRIEVANCE PROCEDURE

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

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

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

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

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

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

- Step 1: The County/Union(s) Joint Administrative Subcommittee shall attempt to resolve the grievance. The County/Union(s) Joint Administrative Subcommittee shall meet within five (5) working days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all signatories of the Agreement. If the dispute is not resolved by the Joint Administrative Subcommittee, within the five (5) working days after meeting on the grievance, either involved party may proceed to Step 2.
- Step 2: In the event the matter remains unresolved pursuant to Step 2, either Party may request that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.
- Step 3: Within seven (7) calendar days after referral of dispute in Step 2, the parties shall choose an arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list. The party who shall strike the first name shall be selected by the toss of a coin (1) Carol Ison (2) Barbara Kong-Brown (3) Thomas Angelo (4) Robert Hirsch (5) William Ricker. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.
- 23.4 Where an issue is addressed in this Agreement and an MLA, this Agreement shall prevail. Where an issue is addressed in an MLA and not in this Agreement, the MLA shall control.
- 23.5 Grievances between a Union(s) and a Union(s)' signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement.

ARTICLE 24

MISCELLANEOUS PROVISIONS

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

ARTICLE 25

ENTIRE AGREEMENT

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

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

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

ARTICLE 26

GENERAL SAVINGS CLAUSE

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

ARTICLE 27

DURATION OF AGREEMENT

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

SIGNATURES

County of Alameda

By: _____
President, Board of Supervisors

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

By: Quarey Berman
Deputy County Counsel

Building & Construction Trades Council of Alameda County:

By: Andreas Cluver
Andreas Cluver, Secretary-Treasurer

Signatory Unions:

Asbestos Workers, Local 16

By: Paul Berens

Boilermakers, Local 549

By: Michael De...

Bricklayers & Allied Craftsmen, Local 3

By: Steve L...

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

By: [Signature]

Cement Masons, Local 300

By: [Signature]

Electrical Workers, Local 595

By: [Signature]

Elevator Constructors, Local 8

By: _____

Hod Carriers, Local 166

By: [Signature]

Iron Workers, Local 378

By: [Signature]

Laborers, Local 67

By: [Signature]

Laborers, Local 304

By: [Signature]

Operating Engineers, Local 3

By: _____

Plasterers, Local 66

By: [Signature]

Roofers, Local 81

By: [Signature]

Sheet Metal Workers, Local 104

By: [Signature]

Sign Display, Local 510

By: _____

Sprinkler Fitters, Local 483

By: [Signature]

Teamsters, Local 853

By: [Signature]

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

By: [Signature]

Cement Masons, Local 380

By: _____

Electrical Workers, Local 595

By: Jim K. Cera

Elevator Constructors, Local 8

By: _____

Hod Carriers, Local 166

By: Carl Nelson

Iron Workers, Local 378

By: Jeff [unclear]

Laborers, Local 67

By: [unclear]

Laborers, Local 304

By: Francis [unclear]

Operating Engineers, Local 3

By: _____

Plasterers, Local 66

By: _____

Roofers, Local 81

By: Donald [unclear]

Sheet Metal Workers, Local 184

By: Ben [unclear]

Sign Display, Local 510

By: Joseph B. Toback

Sprinkler Fitters, Local 483

By: _____

Teamsters, Local 853

By: _____

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

By: Miguel [unclear]

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

By: Manuel Hernandez

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

By: _____

EXHIBIT A (Letter of Assent)

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

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

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

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

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

CA Number _____

(Address)

Contract Or Project # _____

(Phone) (Fax)

MEMORANDUM OF UNDERSTANDING
COUNTY OF ALAMEDA
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT

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

County of Alameda

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

President, Board of Supervisor

Eric W. McCloud

Date _____

Date 5-20-2013

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

By: *Quarrey Baxman*

Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

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

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

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

County of Alameda

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

By: _____
President, Board of Supervisor

By: 
Andreas Cluver, Secretary-Treasurer

Date _____

Date 5/21/13

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

By: _____
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING
COUNTY OF ALAMEDA
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT

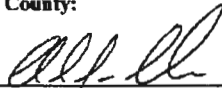
The parties agree that the PLA to which this letter is addended shall not apply to any contracts entered into by the Alameda County Public Works Agency for a period of three years from the effective date of the PLA, except that any and all trucking, as described in Article 5.4 of said PLA, shall be covered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

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

County of Alameda

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

By: _____
President, Board of Supervisor

By: 
Andreas Cluver, Secretary-Treasurer

Date _____

Date 5/21/13

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

By: _____
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING
COUNTY OF ALAMEDA
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT

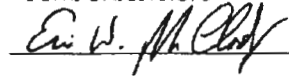
Notwithstanding any provision to the contrary in the County of Alameda Project Stabilization/Community Benefit Agreement ("Project Stabilization Agreement"), this memorandum will confirm that work covered by the Project Stabilization/Community Benefits Agreement within the craft jurisdiction of the Elevator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

County of Alameda

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8



President, Board of Supervisor



Date 1 JUN 11 2013

Date 5-20-2013

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

By: 

Deputy County Counsel

Exhibit B-5

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ for County of Alameda (the
"County") and _____ (the "Contractor")
(the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, the registration and qualification requirements pursuant to Section 1725.5, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby acknowledge that County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract and labor compliance. Contractor shall use the Compliance System to meet County's requirements, and shall participate in training as directed by County in order to become and remain competent in the use of the Compliance System. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. program shall be borne by Contractor and shall not increase the cost of the Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FINANCIAL RECOMMENDATION

AGENDA DATE: 8/2/2016

Approve a third modification to lease with Eastmont Office at 6955 Foothill Boulevard, Suite 300 Oakland for Social Services Agency

Subject of Board Letter:

BY: 2017

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT
FMR		\$1,780,646.00

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$0

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
320100	670011	00000		\$1,780,646
	610000	00000		(\$107,944)
	630000	00000		\$107,944
ORG TOTAL				\$1,780,646

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$1,780,646

FINANCIAL RECOMMENDATION

AGENDA DATE: 08/02/2016

Approve a third modification to lease with Eastmont Office at 6955 Foothill Boulevard, Suite 300 Oakland for Social Services Agency

Subject of Board Letter:

BY: 2017

FUND: 31030

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
410191	441010	00000		\$107,944
ORG TOTAL				\$107,944

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
410191	485110	00000		\$1,780,646
ORG TOTAL				\$1,780,646

GRAND TOTAL ANTICIPATED REVENUE \$1,888,590

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
410191	610000	00000		\$1,888,590
ORG TOTAL				\$1,888,590

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$1,888,590

BY: 2017

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
410100	441010	00000		107,944
	485110	00000		1,780,646
ORG TOTAL				\$1,888,590

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$1,888,590

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
410100	610000	00000		1,888,590
ORG TOTAL				\$1,888,590

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$1,888,590

BY: 2017

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$0

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
320100	670011	00000		1,780,646
	610000	00000		(107,944)
	630051	00000		\$107,944
ORG TOTAL				\$1,780,646

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

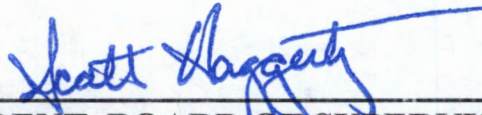
GRAND TOTAL APPROPRIATION \$1,780,646

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 2nd day of, August, 2016, to wit:

AYES: Supervisors Chan, Valle, Miley, Carson & President Haggerty – 5

NOES: None

EXCUSED: None



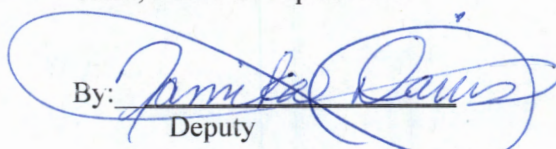
PRESIDENT, BOARD OF SUPERVISORS

File: 29811
Agenda No: 9
Document No: R-2016-239F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: 
Deputy