

Washington Unified School District
Request for Qualifications and Proposals
Elkhorn Village School Modernization Project
Lease-Leaseback Construction Services

ADDENDUM NO. 2

April 17, 2024

Owner: Washington Unified School District
930 Westacre Rd.
West Sacramento, CA 95691

Project Manager: Capital Program Management, Inc.
1851 Heritage Lane, Suite 210
Sacramento, CA 95815

This Addendum has been prepared to clarify, modify, delete, or add to the Request for Qualifications and Proposals (RFQ/P) for the above referenced project, and revisions to items listed here shall supersede description thereof prior to the above stated date. All conditions not specifically referenced here shall remain the same.

TOTAL PAGES IN THIS ADDENDUM (including attachments): **31**

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PART A - RESPONSE AND CONTRACT REQUIREMENTS

- 1.1 The deadline for submitting submissions in response to the RFQ/P has not changed. Submissions in response to the RFQ/P are due on Wednesday, April 24, 2024 by 12:00:00 p.m. at the Washington Unified School District Office located at 930 Westacre Road, West Sacramento, CA 95691.**

PART A - RESPONSE AND CONTRACT REQUIREMENTS

- 1. Tab 6 – notes ten million dollars but has written \$5,000,000. Should this be closer to the project estimate, maybe \$25 million?**

A: Please provide a list of all projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded Ten Million Dollars (\$10,000,000).

- 2. Tab 6, item a – Notes experience with modular building systems. It is our understanding that no modular buildings are included in this project. Is this information necessary?**

A: There are no modular buildings included in this project. Please do not provide information on modular or prefabricated buildings in your response.

- 3. Please reference page 13 of the RFQ/P, Section 8, for "Tab 8- Pricing and Contingency". The end of the first paragraph directs proposers to see Appendix E. Please confirm if the intent of this reference is for proposers to submit their fees for Tab 8 pricing and contingency on the Appendix E form.**

A: Correct, it is the intent of this reference is for proposers to submit their fees for Tab 8 pricing on the Appendix E form.

- 4. Please confirm that Builder's Risk insurance is required to be carried in the Insurance cost, per item 4 of Tab 8- Pricing and Contingency.**

A: The District will defer the charge for Builder's Risk Insurance to the time of GMP development.

- 5. What is the amount of retention for this project?**

A: Five percent is the amount of retention for this project.

- 6. What percentage of the project shall be financed for 1 year following construction completion?**

A: Five percent of the project shall be financed for 1 year following the completion of construction.

- 7. What is the amount for Liquidated Damages for the Preconstruction and Construction Phases?**

A: The amount for Liquidated Damages is One Thousand Two Hundred Dollars (\$1,200.00) per day.

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- 8. A Project Labor Agreement is mentioned as part of exhibit H in the RFQ/P but is left blank. Please provide a copy of the PLA if available.**

A: The Project Labor Agreement has been included as Attachment #1 of this addendum.

- 9. Please confirm if a field office is required for the CM/IOR?**

A: The Developer shall provide a field office for the CM/IOR.

- 10. In looking through the RFP, I noticed that you do not ask for a schedule. I just want to confirm that we do not need to include a schedule in our submission of the RFP.**

A: A preliminary project schedule will be required as it is part of the scoring criteria for the Best Value Evaluation. The preliminary project schedule should provide a high-level overview of preconstruction and construction activities.

- 11. We would like to request that a schedule and site logistics can be submitted on 11x17 sized paper.**

A: 11"x17" sheets of paper are allowable so long as the submission meets the page count requirement.

- 12. The page limit is 30 single-sided pages. We would like to request that the following be excluded from that page count: covers, tabs, Certificate of Insurance, Non-Collusion Declaration (Appendix D-1), Iran Contracting Act Certification (Appendix D-2)**

A: Covers, tabs, Certificate of Insurance, Non-Collusion Declaration, Iran Contracting Act Certification can be excluded from the page count.

- 13. So long as we do not exceed 30 single pages of content, may we include up to five 11x17" sheets of paper? Topics including technical capabilities, schedule, site logistics and org chart lend themselves to a larger spread so that content is legible.**

A: 11"x17" sheets of paper are allowable so long as the submission meets the page count requirement.

- 14. On electronic page 17 of the RFP under X. Submission Guidelines - It states respondents are to deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy. On electronic page 7 under Section VIII. Submittal Format, A Format - it states (5) bound copies and one (1) electronic copy. Confirm if one (1) unbound copy of the submission is required?**

A: (1) unbound copy of the submission is not required.

- 15. Appendix E, Fee Calculation Worksheet – Line Item #4 for Insurance (Page 173 of the RFQ/P): District is asking for all insurance(s) required by the Form of Agreement which includes Builder's Risk Insurance. Most carriers will only provide an estimate at this time (14 months prior to the stated construction start), especially in the wood framed market. Please confirm if we can defer the cost for Builder's Risk insurance to GMP establishment, rather than committing to a lump sum value at the time of this proposal. We would only include the premium cost for Builder's Risk in the GMP and estimated BR premiums in estimates to the District during preconstruction.**

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A: The District will defer the charge for Builder's Risk Insurance to the time of GMP development.

- 16. Appendix E, Fee Calculation Worksheet – Line Item #3 for General Requirements (Page 173 of the RFQ/P): District is asking for this cost stated as a lump sum and as a percent of the total construction budget. TAB 10 – Assurances, Construction Services, Item b. (Page 14 of the RFQ/P): Requires the General Contractor to list what is included in the Respondent's General Conditions but not the General Requirements. We do not see where the General Requirements are defined or where we are able to qualify what is included in the General Requirements figure, as reported in the Fee Calculation Worksheet. Please advise if more information on the definition of what is to be included in the General Requirements will be provided or whether the District will consider removing this as a requirement for the Fee Calculation Worksheet. As the logistics, phasing and requirements for the project will evolve over the course of preconstruction, we do not typically see this requested on LLB projects at the RFQ/P stage.**

A: The request for General Requirements costs will be deferred and negotiated during the GMP phase and has been removed from the Fee Calculation Worksheet.

- 17. Section VII. Submittal Format, C, TAB 6 - Prior Relevant Experience - Please confirm if we are submitting projects that exceed ten million or five million dollars per project. The request says, "...project contracts exceeded ten million dollars (\$5,000,000) per project."**

A: Please provide a list of all projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded Ten Million Dollars (\$10,000,000).

- 18. Section VII. Submittal Format, C, TAB 6 - Prior Relevant Experience, a) - The scope of work doesn't appear to have modular buildings within the scope, other than demolition. Please confirm if we need to include projects involving modular building systems for public and private schools.**

A: There are no modular buildings included in this project. Please do not provide information on modular or prefabricated buildings in your response.

- 19. Section VII. Submittal Format, C, TAB 6 - Prior Relevant Experience, d) - The scope of work is clear that the site will be unoccupied. Please confirm the request for occupied building and/or immediately adjacent to an occupied building and/or campus is required.**

A: Do not provide information on performing projects on an occupied campus and/or immediately adjacent to an occupied building and/or campus.

- 20. Tab 6 states "...total project contracts exceeded ten million dollars (\$5,000,000) per project. Do we assume that you're looking for projects over \$10,000,000 and not \$5,000,000?"**

A: Please provide a list of all projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded Ten Million Dollars (\$10,000,000).

- 21. Tab 6 – Project Experience, section a) Include all projects involving modular building systems for public and private school. Are there new modular buildings/classrooms**

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included in the scope of work? Or does this experience apply to the demolition of the 24 existing portables.

A: There are no modular buildings included in this project. Please do not provide information on modular or prefabricated buildings in your response.

- 22. Tab 8 – Pricing and Contingency and Appendix E is asking to provide a \$ Lump Sum and % for General Requirements. General Requirements are very difficult to define, quantify and price without further design input, logistics, schedule/sequencing and input/buy-in from the district. Can the General Requirements be deferred and negotiated during the GMP phase and removed from the requirements of this RFP?**

A: The request for General Requirements costs will be deferred and negotiated during the GMP phase and has been removed from the Fee Calculation Worksheet.

- 23. Would it be acceptable to include 11 x 17-inch fold-out page for logistics and schedules as supplemental appendage to the RFP proposal. If so, will this go towards the page count?**

A: 11"x17" sheets of paper are allowable so long as the submission meets the page count requirement.

- 24. Reference: Appendix E – Fee Calculation Worksheet #2 General Conditions & Exhibit to Facilities Lease. Question: Please confirm that we should set our General Conditions cost based on the description in section 17.6.6 of the provided Facilities Lease.**

A: Correct, general conditions costs can be based on the description in Section 17.6.6 of the provided Facilities Lease.

- 25. Reference: Appendix E – Fee Calculation Worksheet #3 General Requirements. Question: Please define the allowable costs for #3 General Requirements on the Fee Calculation Worksheet. Alternatively, please consider removing #3 General Requirements from the Fee Calculation Worksheet. The General Requirements can then be defined collaboratively during preconstruction and finalized at the time of the GMP. This will allow the General Requirements to be based on the project's specific needs and competitively bid.**

A: The request for General Requirements costs will be deferred and negotiated during the GMP phase and has been removed from the Fee Calculation Worksheet.

- 26. Reference: Appendix E – Fee Calculation Worksheet #4 Insurance. Question: Since the project is scheduled to start in summer 2025, please consider deferring the cost of Builder's Risk to the time of the GMP. This was the direction from the District in Addendum 2 for the Westfield Village RFP.**

A: The District will defer the charge for Builder's Risk Insurance to the time of GMP development.

- 27. Reference: RFP Submittal Format. Question: May we use 11x17 sized paper to better respond to some specific questions within the RFP?**

A: 11"x17" sheets of paper are allowable so long as the submission meets the page count requirement.

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ATTACHMENTS

1. Project Labor Agreement for the Washington Unified School District (24 pages)
2. Revised Appendix E Fee Calculation Worksheet (1 page)

PROJECT LABOR AGREEMENT
for the
WASHINGTON UNIFIED SCHOOL DISTRICT
In
WEST SACRAMENTO, CALIFORNIA

PREAMBLE

This Project Labor Agreement (“Agreement”) is entered into by and between the Washington Unified School District (“District”), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the “Agreement To Be Bound” (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council (“Council”) and the local unions that have executed this Agreement (together with the Council, the “Unions”).

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the Local Area (as defined below);

WHEREAS, the contracts for the construction of any District project will be awarded in accordance with the applicable provisions of public works construction law;

WHEREAS, the District has the right and is legally obligated, subject to certain exceptions to bidding, to select the lowest responsive and responsible bidder for the award of construction contracts on the Project or to reject all bids;

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of the District construction project subject to the Agreement; and

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

ARTICLE 1

DEFINITIONS

- 1.1 “Agreement” means this Project Labor Agreement.
- 1.2 “Agreement to be Bound” means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project, as defined below, as a precondition to performing Covered Work on the Project.
- 1.3 “Council” means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.
- 1.4 “Completion” means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of “Completion,” “Final Acceptance” shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 “Construction Contract” means, except as to Section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 “District” means the Washington Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.

- 1.7 “Contractor(s)” means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 “Master Agreement” means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.9 “Project” means the Elkhorn Village Elementary School project.
- 1.10 “Project Manager” means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.11 “Union” or “Unions” means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the “Unions.” Unions that are listed in the signature lines to this Agreement but do not execute the Agreement are not parties to this Agreement and are not included under the definition of “Union” or “Local Union.” The failure of a Local Union listed in the signature lines to this Agreement to execute this Agreement shall not invalidate or in any way effect the enforceability of the Agreement as to, and between, the signatory parties to this Agreement.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in Section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. For any project designated as a Project subject to this Agreement by the District's Board of Education, this Agreement covers, without limitation all on-site

construction, alteration, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation, start-up and commissioning, site preparation, survey work, soil and material inspection and testing, 3D BIM modeling and mechanical computer aided drafted and/or hand detailing of shop and field drawings used for fabrication and/or erection, and modular furniture installation covered by an applicable Master Agreement or a prevailing wage determination, all on-site fabrication work, provided such work is within the fabrication provision of the Master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. This Agreement also covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of a designated Project, provided such work is covered by a provision of a local Master Agreement of the applicable Union(s). On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting, however, 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 and/or mud shall be covered by the terms and conditions of this Agreement. All of the work described in this Section for a Project designated as subject to this Agreement by the District's Board of Education is within the scope of this Agreement and is referred to hereafter as "Covered Work."

2.4 For any designated Project, the following shall be excluded from Covered Work:

- 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
- 2.4.2 Equipment and machinery owned or controlled and operated by the District;
- 2.4.3 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 contractor, or by public utilities or their contractors;
- 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to

the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.

- 2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.7 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;
- 2.4.8 Non-construction support services contracted by the District or any Contractor in connection with a Project;
- 2.4.9 All Maintenance work contracted by the District;
- 2.4.10 All work by employees of the District.
- 2.4.11 Work that is immediately necessary as the result of an emergency, Act of God, or other sudden unexpected events outside of the District's or Contractor's control.
- 2.5 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.6 It is understood and agreed that Building/Construction Inspectors and Field Soils and Material Testers (inspectors), to the extent hired by Prime Contractor or other Employer, are a covered Craft under this Agreement. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." This inclusion applies to the scope of work defined in the Master Labor Agreement for the applicable Craft. Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract with Prime Contractor or any other Employer shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. This inclusion shall not limit the Prime Contractor's staff from developing, administering, and confirming the testing and inspection plan for the project.

ARTICLE 3
SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.
- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4
WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction 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 Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5
NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.
- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.

- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time they have chosen for this hearing. Said hearing shall be completed in one 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 ("Award").
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.
- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 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 certified mail.

- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.
- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during

the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to Section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. 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 on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been

let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) 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:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project rules, security, and safety regulations, consistent with the provisions of this Agreement. These Project rules and regulations shall be reviewed and mutually agreed upon at the pre-job meeting provided for in Section 7.2 and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension, or discipline will be handled under the applicable craft agreement.
 - F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure provided in Article 9.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus, or equipment regardless of source, manufacturer, or designator (in accordance with Article 2).
 - H. 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 9
GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or Yolo County Superior Court holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The Union Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the

selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.
- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever Covered Work is or will be performed on the Project, with reasonable advance notice to the District. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area and, if applicable, any criminal background check / fingerprinting

procedure required of Contractor employees by the District pursuant to Education Code sections 45125.1 and 45125.2.

- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.

ARTICLE 11

LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

- 11.1. Local Hire. It is in the interest of the parties to this Agreement to facilitate employment opportunities for Yolo County residents and other Local Area Residents and to support creation of apprenticeship opportunities for District graduates and others. It is the objective of the parties that not less than fifty percent (50%) of the combined journey-level and apprentice hours worked on the Project be worked by Local Area Residents. The Unions agree that Local Area Residents shall be first referred for Covered Work, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

Priority 1: Residents of West Sacramento.

Priority 2: Residents of the areas within the County of Yolo or the County of Sacramento.

Priority 3: Residents of the areas within the Counties of Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, San Joaquin, Napa and Solano.

- 11.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area Resident hiring objectives of this Agreement, and will provide information to the District and its representatives regarding the zip code where each skilled craft person and apprentice referred for Covered Work resides as well as the Priority location category they meet. The Local Area Residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled. Referrals shall be consistent with the Local Union's hiring hall rules and procedures and operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. Contractors that are signatory to a Master Agreement may utilize the name call procedures of such Master Agreement where necessary to implement the local hire provisions of this Agreement. Any Contractor making a good faith effort to achieve the local hire goals set forth in this Article shall not be subject to any penalties, including the withholding of payment, as a result of a failure to meet such local hire goals.
- 11.2. A contractor or subcontractor awarded work on the Project may request by name, and the Local Union will honor, referral of such Contractor's "core" employees who have applied to the Local Union for Project work, and who demonstrate the following qualifications:
- (1) Possess any license required by state or federal law for the Project work to be performed;
 - (2) Have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
 - (3) Were on the Contractor's active payroll for at least one hundred and eighty (180) out of the one hundred and twenty (210) calendar days prior to the contract award;
 - (4) Have the ability to perform safely the basic functions of the applicable trade; and
 - (5) Are residents of Yolo County or Sacramento County.
- 11.3. The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired two (2) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.
- 11.3 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may

employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

- 11.4. Apprenticeship and Workforce Development. Recognizing the important role that joint-labor management apprenticeship programs have in ensuring adequate numbers of competent workers in the construction industry and in providing a pathway to good-paying construction careers for District graduates and for historically disadvantaged populations within the local region, the Contractor(s) shall employ apprentices of a California State-approved Joint Apprenticeship Training Program 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. The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.
- 11.5. Pre-apprenticeship Program Support. The parties recognize the need to support existing programs designed to train competent workers in the numbers necessary to develop an adequate long-term regional construction industry workforce, and share a desire to provide economic opportunities and a path to middle-class careers for historically disadvantaged populations within the local region by recruiting and assisting the entry of such individuals into Joint Apprenticeship Programs. To these ends, the parties agree to work with the District's Career Technical Education Residential and Commercial Construction pathway and Northern California Construction Training program in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency.
- 11.6. Enforcement, Compliance and Reporting. To assess compliance with the local hire and Priority Apprentice goals of the CWTA, Contractor shall provide monthly workforce reports at the regular Joint Labor/Management meetings required by the CWTA. The workforce reports shall include information regarding the number and percentage of workforce hours performed by journey-level workers that are Local Area Residents. If Local Hire Goals have not been met, the monthly report shall include documentation showing any requests made to the Union dispatchers for Local Area Residents and the Union's response to the request. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports. At the completion of the Project, the Contractor(s) and Unions shall provide all necessary information to the District to prepare a final report on apprenticeship and local hire outcomes.

ARTICLE 12
DRUG & ALCOHOL TESTING

- 12.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.
- 12.2 The parties agree to recognize and use the Substance Abuse Program contained in each applicable Local Union's Master Agreement.

ARTICLE 13
NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14
HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees

are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated. Any union that is listed in the signature lines to this Agreement but does not execute the Agreement is not a party to this Agreement and is not included under the definition of "Union" or "Local Union." The failure of a union listed in the signature lines to this Agreement to execute this Agreement shall not invalidate or in any way effect the enforceability of the agreement as to, and between, the signatory parties to this Agreement.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall

constitute one and the same document, and any signature pages may be assembled to form a single original document.

- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District and any Contractor.

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves 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"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; ASSESSMENT

- 17.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work for the Project. 17.2 An assessment, including mutually agreed upon metrics to gauge the impact on increasing employment opportunities for workers and businesses from historically underrepresented groups, including women, shall be reported to the Board of Education after the completion of Covered Work for the Project.

SIGNATURES

Washington Unified School District

Name:

Title:

Date: _____

**Sacramento-Sierra Building and
Construction Trades Council**

Name: Todd Schiavo

Title: President

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Date: _____

UNIONS:

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

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ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____

Bid Number: _____

AGREEMENT TO BE BOUND

WASHINGTON UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section 1.7 of the Washington Unified School District Project Labor Agreement (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.10), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it 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.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will

provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

DATED: _____

Name of Contractor

(Authorized Officer & Title)

(Address)

APPENDIX E
FEE CALCULATION WORKSHEET

Washington Unified School District
Request for Qualifications and Proposals
Elkhorn Village School Modernization Project
Lease-Leaseback Construction Services

Target Construction Budget: \$ 42,605,000.00 (Inclusive of items #1-10 below)

1. Design Phase Fee (Pre-Construction Services) \$ _____ Lump Sum = _____ %

2. General Conditions \$ _____ Lump Sum = _____ %

3. General Requirements \$ TBD Lump Sum = TBD %

4. Insurance \$ _____ Lump Sum = _____ %

Enter a lump sum amount, which will cover all insurance(s) required by the Form of Agreement excluding Builders Risk Insurance.

5. Bonds \$ _____ Lump Sum = _____ %

Enter a lump sum amount, which will cover all bonds required by the Form of Agreement.

6. Overhead and Profit \$ _____ Lump Sum = _____ %

Enter a lump sum amount, which will be added to Items 1, 2, and 3, and for all costs of Construction to cover home office overhead and profit.

7. Construction Contingency \$ 1,275,000.00 Lump Sum = 3%

8. District Contingency \$ 800,000.00 Lump Sum = 2%

9. Allowances \$ 1,000,000.00 Lump Sum = 2.5%

10. Total of amounts for items 1 through 9 \$ Lump Sum = %

Interest rate for lease payments _____ %

Additional Mark-up on subcontractor prices _____ %

Name of individual authorized to sign _____

Signature _____

Firm Name _____

Note: If the Target Construction Budget changes, stated percentages will be used in the final GMP calculations.