

**PROJECT LABOR AGREEMENT FOR THE
ALBANY UNIFIED SCHOOL DISTRICT PROJECTS**

This Project Labor Agreement (“PLA” or “Agreement”) is entered into by and between the Albany Unified School District (“District”), a public school district in the State of California, the Alameda County Building and Construction Trades Council (“Council”), the local division of the State Building and Construction Trades Council of California with affiliated trades unions within the geographical jurisdiction of Alameda County, and any other labor organization signatory to this agreement, (collectively “Unions”) for the purpose of construction of modernization projects in the District (“Projects”). The purpose of this Agreement shall be to promote efficiency of construction operations during the Projects and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Projects.

RECITALS

- A. WHEREAS the District’s Projects for construction of educational facilities shall be located with the County of Alameda;
- B. WHEREAS, the timely and successful completion of the Projects is of the utmost importance to the District in order to meet the educational needs of the public the District serves. The governing board of the District has likewise determined that the District would suffer financially, and otherwise, if the construction of the Projects, once undertaken, was in any manner delayed;
- C. 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 any other Union that is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations;
- D. WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work;
- E. WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work on the Projects;
- F. WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement;

G. WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail;

H. WHEREAS, the contract for each Project subject to this Agreement will be awarded in accordance with the applicable provisions of the California State Public Contract Code, the California Education Code and any and all administrative regulations governing the construction of school facilities in the State of California;

I. WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project; and

J. WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed between and among the parties hereto, as follows:

ARTICLE I
DEFINITIONS

- 1.1 “Agreement” means Project Labor Agreement.
- 1.2 “District” means the Albany Unified School District and the administrative staff under its Superintendent.
- 1.3 “Contractor/Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and enters into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate the Agreement.
- 1.4 “Construction contract” means the public works contract which will be signed by the District and which is necessary to complete the Project.
- 1.5 “Projects” is limited to the District’s Marin Elementary School and Oceanview Elementary School Modernization projects-.
- 1.6 “Union” or “Unions” means the Council and any other labor organization signatory to this Agreement, acting in 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.
- 1.7 “Project Manager” means the person or persons or business entity(ies) designated by the District to oversee all phases of construction on the Project.

- 1.8 “Master Agreement” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

ARTICLE II
SCOPE OF AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing construction contracts on the Projects, the District and the Unions.
- 2.2 Project Description: The Agreement shall govern the award of the Construction contract identified by the District for each of the Projects. For the purposes of this Agreement, each construction contract subject to this Agreement shall be considered completed upon acceptance of the work by the District.
- 2.3 Project Labor Disputes: All project labor disputes involving the application or interpretation of a master collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the master collective bargaining agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth herein.
- 2.4 Work covered by the Agreement within the craft jurisdiction of the Elevator Constructors, if any, will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles IV, XIII, and XIV of the Project Stabilization Agreement shall prevail and be applied to such work..
- 2.5 Exclusions to the Agreement:
1. The Agreement shall be limited to the Projects defined by this Agreement. This Agreement is not intended to and shall not govern any construction work that is bid or performed prior to the effective date of this Agreement or on any District public works project that is not explicitly subject to this Agreement.
 2. The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District, which are outside the approved scope of the Projects.
 3. The Agreement shall not apply to a Contractor/Employer’s executives, managerial employees, engineering employees, supervisors (except those covered by existing Master Collective Bargaining Agreements), office and clerical employees.
 4. The Agreement is not intended to, and shall not affect the operation or maintenance of any other school facilities within the District, nor shall the District be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.

ARTICLE III
EFFECT OF AGREEMENT

- 3.1 By executing the Agreement, the Unions, Contractor/Employer and the District agree to be bound by each and all of the provisions of the Agreement, including the Recitals set forth above, which are incorporated herein.
- 3.2 By accepting the award of a Construction contract for a Project subject to this Agreement, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.
- 3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work.
- 3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Unions, District and Contractor/Employers agree that for the duration of the Project:
 - 1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project.
 - 2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.
 - 3) If a master collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of the construction contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between

the Union and Contractor/Employer. If the new or modified master collective bargaining agreement reached between the Union and Contractor/Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees employed on the project within seven (7) days.

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

- 1) A party invoking this procedure shall notify, by facsimile or telephone, the party alleged to be in violation, the District representative, and the Union alleged to be in violation.
- 2) Upon receipt of said notice, the District will contact the designated permanent arbitrator (to be mutually agreed upon by the parties) and will attempt to schedule an arbitrator to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 3) The District shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- 4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.
- 5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a

hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

- 6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.
- 7) The fees and expenses of the arbitrator shall be divided equally between the parties.
- 8) If, after final order by any Court of competent jurisdiction, the offending party continues to breach the terms of Article 4 of this Agreement, the non-offending party shall have the option to recover monetary damages associated with the breaching party's failure to comply with the Agreement and court order, including but not limited to delay damages and escalation costs.

ARTICLE V
PRE-CONSTRUCTION CONFERENCE

- 5.1 A pre-construction conference shall be held prior to the commencement of any construction contract for any Project subject to this Agreement. Such conference shall be attended by a representative each from the District, the participating Contractor/Employer(s) and Union(s), the Project Manager and the Inspector of Record to discuss and establish the scope of work for each Contractor/Employer and Union.

ARTICLE VI
NO DISCRIMINATION

- 6.1 The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability as defined in the Americans With Disabilities Act, or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), or any other basis recognized under the law of the State of California or applicable Federal law against any employee, or applicant for employment, on the Project.

ARTICLE VII
UNION SECURITY

- 7.1 The Contractor/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.
- 7.2 All employees who are employed by Contractor/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union after 8 days of consecutive or cumulative employment on the construction contract subject to this Agreement. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by

law. The Contractor/Employer agrees to deduct initiation fees, union dues or representation fees from any employee who executes a voluntary authorization for such deductions.

- 7.3 Authorized representatives of the Union(s) shall have access to the Project whenever work covered by this Agreement is being, has been or will be performed on the Project.

ARTICLE VIII
REFERRAL

- 8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has his/her own core workforce, the Contractor may request by name, and the local shall honor, referral of persons 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 one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) were on the Contractor's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and
- (4) have the ability to perform safely the basic functions of the applicable trade.

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 ten (10) "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. Contractors signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supercede the local hiring hall provisions of the Master Agreement(s) as they relate to such contractors.

- 8.2 Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

- 8.3 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period after such request is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source (“Alternative Employees”). Alternative Employees shall not be subject to the terms of this Agreement, and Contractor/Employer(s) shall not be required to apply the terms of this Agreement to such Alternative Employees.
- 8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftpersons to fulfill the requirements of the Contractor/Employer(s). The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the San Francisco Bay Area to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified Bay Area residents as journeymen and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.
- 8.5 Each Contractor/Employer performing work on the Projects shall, for each apprenticeable craft that it employs, employ on its regular workforce the ratio of apprentices as required by Labor Code section 1777.5 who are enrolled and participating in bona fide apprenticeship programs. Prior to commencing work on the Project, each Contractor/Employer must file with the District a certification of its compliance with this requirement and disclose the identity of the bona fide apprenticeship program from which it will obtain apprentices for work on the Projects.

ARTICLE IX
BENEFITS

- 9.1 All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local. All Contractors/Employers agree to comply with all prevailing wage requirements and other statutory enactments applicable to public works projects as may be designated by the California Public Contracts Code, or other regulations applicable to the construction of public school facilities with the State of California without exception.
- 9.2 By signing this Agreement, the Contractor/Employers adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.
- 9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Collective Bargaining Agreement of the respective crafts, copies of which shall be on

file with the District, to the extent such Master Collective Bargaining Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered in this Agreement, the Master Collective Bargaining Agreement will prevail. When a subject is covered by both the Master Collective Bargaining Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

ARTICLE X
EMPLOYEE GRIEVANCE PROCEDURE

- 10.1 All disputes involving discipline and/or discharge of employees working on the project shall be resolved through the grievance and arbitration provision contained in the Master Collective Bargaining Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XI
COMPLIANCE

- 11.1 It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the agreement contained in Article IX. 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 Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employers' compliance with this Agreement.

ARTICLE XII
JOINT ADMINISTRATIVE COMMITTEE

- 12.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of two (2) representative selected by the District and two (2) representatives of the signatory Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

The Joint Administrative Committee shall meet as required but not less than once each 3 months to review the implementation of the Agreement and the progress of the Project and attempt to resolve problems and/or grievances with such resolutions to be binding on all signatories of the Agreement as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for resolution. If the Joint Administrative Committee is unable to resolve problems and/or grievances through meeting and conferring, the Grievance Arbitration Procedure set forth in Article XIII shall resolve any outstanding disputes.

ARTICLE XIII
GRIEVANCE ARBITRATION PROCEDURE

13.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual agreement (oral or written) of the parties.

13.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved contractor/employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected by the alternate striking method from a list of seven (7) Northern California labor arbitrators obtained from the American Arbitration Association.

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement.

A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIV
JURISDICTIONAL DISPUTES

14.1 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interference's with the work because of jurisdictional disputes between signatory Unions.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the following procedures shall be taken in an attempt to resolve the matter:

Step 1: The appropriate Union Representatives of the involved Crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours.

Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor/Employer within five (5) calendar days.

Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the procedure established by the Building and Construction Trades Department of the American Federation of Labor – Congress of the Industrial Organization. In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interference's and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

14.2 If any Union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the District, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

14.3 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the District and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages, after

complying with the emergency arbitration provisions of Article IV but need not first comply with or exhaust the procedures set forth in this Article and/or Article XII for the resolution of such jurisdictional dispute.

ARTICLE XV
MANAGEMENT RIGHTS

- 15.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Collective Bargaining Agreement shall be recognized.

ARTICLE XVI
SAVINGS CLAUSE

- 16.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.
- 16.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.
- 16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII
TERM

- 17.1 The Agreement shall be included as a condition of the award of the construction contract for the Projects.
- 17.2 The Agreement shall continue in full force and effective until the completion of the Projects.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

- 18.1 Integration. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 18.2 No Representations or Warranties. Each of the Parties acknowledges no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- 18.3 Modification. Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by all of the Parties.
- 18.4 Interpretation. Each of the Parties acknowledges and agrees that this Agreement is an accord and satisfaction to be construed as whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
- 18.5 Forum. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda in accordance with the procedures set forth in this Agreement.
- 18.6 Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America as applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.
- 18.7 No Attorneys Fees. No party shall be entitled to recover an award of attorneys fees or costs with respect to any action or proceeding seeking relief under this Agreement.
- 18.8 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.
- 18.9 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.
- 18.10 Ratification by Governing Board. This Agreement shall not be binding on the District until it is ratified by the Governing Board at a publicly noticed Governing Board meeting.

Albany Unified School District

By: _____
William Wong
Superintendent

Date: _____

Alameda Building & Construction
Trades Council AFL-CIO (Council)

By: _____

Its: _____

Date: _____

Contractor to the District

By: _____
(Owner)

6/17/02

“Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

Re: Albany Unified School District _____ Project,
Project Stabilization Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Albany Unified School District _____ Project, Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Albany Unified School District _____ project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

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

CONTRACTOR/SUBCONTRACTOR: _____
California State License Number: _____

Name and Signature of
Authorized Person:

(Print Name)

(Title)

(Signature)

(Telephone Number)

(Facsimile Number)”