

7.3.2 Payment - Compensation to the Contractor and its subcontractors for complying with the requirements of this provision shall be considered as included in the price of the Work, and no additional compensation shall be allowed.

## 8.0 **PROJECT LABOR AGREEMENT AND WAGE RATES**

8.1 The Owner requires that a Project Labor Agreement covering the Work be negotiated between the Contra Costa County Building and Construction Trades Council and the successful bidder. The successful bidder and all tiers of its subcontractors shall be bound by the terms and conditions of this Project Labor Agreement.

8.1.1 The Agreement Between Owner and Contractor will not be executed until such time as the successful bidder has entered into and signed an agreement to be bound by the Project Labor Agreement. The Project Labor Agreement shall be reviewed by the City Attorney prior to its execution.

8.1.2 Further, payment will not be made for Work of subcontractors of any tier until such time as the respective subcontractor has signed an agreement to be bound by the Project Labor Agreement and a copy has been received by the Owner.

8.2 The bidder acknowledges that **the Project Labor Agreement will not be negotiated and executed until after submitting of the Bid Proposal for the Work.** The bidder shall bear all risks of wage rates and other terms and conditions required for the Project Labor Agreement in submitting its bid for the project.

8.2.1 The final terms and conditions of the Project Labor Agreement shall not excuse completion of the Work for the total amount of the bid, nor shall final wage rates and/or terms and conditions be considered by the Owner as the basis for any change order under Article 7, **Changes in the Work**; nor claim under Paragraph 4.7, **Claims and Disputes**, or Section 4.8, **Resolution of Claims and Disputes**; nor request for time extension under Article 8, **Time**, of the **General Conditions of the Contract for Construction**, AIA Document A201/CMA, 1992 edition, as modified by the **Supplementary Conditions of the Contract for Construction** as contained in the Project Manual.

## 8.3 Purpose

8.3.1 The purpose of the Project Labor Agreement is to promote efficiency of construction operations on the project and provide for peaceful, efficient, and binding settlement of labor disputes. Recognizing the critical necessity of the Concord Police Facility to the safety and well-being of Concord citizens, the parties to the Project Labor Agreement shall establish the foundation to promote the public interest, to provide a safe workplace, ensure high-quality construction, optimum productivity, on-schedule performance, and timely completion; and to meet or exceed the requirements of the City of Concord as described in the Contract Documents.

**8.3.2** It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the project, to maintain harmonious labor/management relations, and to eliminate strikes, lockouts, and other delays.

**8.3.3** It is expressly agreed by the parties to the Project Labor Agreement that the utilization of resources available in the area, including minority and women owned enterprises, is in the public interest.

#### **8.4 Scope of the Agreement**

**8.4.1** The scope of the Project Labor Agreement shall address the following terms and conditions:

- Subcontracts
- Relationship between parties
- No strikes - no lockouts
- Work assignments and jurisdictional disputes
- Joint labor/management meetings
- Management rights
- Work rules
- Grievance procedure
- Union recognition and representation
- Referral system for vacancies
- Non-discrimination
- Apprentices
- Wage scales and fringe benefits
- Hours of work, overtime and shifts
- Holidays
- Reporting pay
- Travel, subsistence and zone pay
- Health and safety
- Security of material, equipment and tools
- Call-ins
- Duration of the Agreement

**8.5** Bidders shall promptly notify the Owner, in writing, about all classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before the Project Labor Agreement is executed.

**8.6** If any of the construction trades have negotiated a rate that exceeds the prevailing rates which are on file with the California Department of Industrial Relations, the higher negotiated rate shall prevail for that trade for the project.

**END OF SPECIAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

## PARTICIPATION BY MINORITY AND WOMEN BUSINESS ENTERPRISES

1. The Owner encourages the participation of minority and women business enterprises for this project. It is in the Owner's interest to improve the economically disadvantaged position of minority and women business enterprises and further encourages Contractors to meet the goals for employment of minority and women enterprises as described in Public Contract Code §2000, et seq.
2. A good faith effort is required of all bidders. Failure to meet the goals as set forth therein, however, shall not be cause for rejection by the Owner of an apparent low bidder on this project. Definitions follow.
3. "Minority Business Enterprise" means a business concern which is at least fifty-one percent (51%) owned and controlled by a person or persons who are members of one or more of the following groups:
  - a. Black
  - b. Hispanic
  - c. Native American Indian
  - d. Asian
4. "Women Business Enterprises" means a business concern which is at least fifty-one percent (51%) owned and controlled by a woman or group of women.
5. "Good Faith Effort" is a concerted effort on the part of a potential Contractor to seek out and consider M/WBEs as potential subcontractors, materials and equipment suppliers, or both.
6. Refer to further information concerning M/WBEs contained in the Special Conditions of the Contract for Construction in the Project Manual.

## EQUAL OPPORTUNITY

Attention is directed to §1735 of the Labor Code which reads as follows: "No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in §12940 of the Government Code, and every Contractor for Public Works violating this section is subject to all the penalties imposed for violation of this chapter."

## PROJECT LABOR AGREEMENT AND PREVAILING WAGES

1. The City of Concord requires that a Project Labor Agreement be negotiated between the Contra Costa County Building and Construction Trades Council and the successful bidder. Refer to the Special Conditions of the Contract for Construction in the Project Manual for requirements thereof.