

**PROJECT LABOR AGREEMENT  
FOR THE CONSTRUCTION OF THE CITY OF VALLEJO  
VALLEJO STATION PARKING STRUCTURE-PHASE "A" PROJECT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2010 by and between the City of Vallejo, a municipal corporation (hereinafter "City"), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the "Agreement to Be Bound" (Attachment A), the Napa-Solano Building & Construction Trades Council ("Council"), and the local Unions, including those affiliated with the Building & Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations, for the purpose of the construction of the City's new Vallejo Station Parking Structure Phase A Project ("Project"). The purpose of this Agreement shall be to promote efficiency of construction operations during the Project 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 timely and economical completion of the Project.

RECITALS

- A. The City is constructing a new Vallejo Station Parking Structure – Phase A ("Project") in Vallejo, CA. The Project with an estimated construction cost exceeding \$25,000,000 is an essential part of 'Vallejo Station', a large-scale construction project which is funded by federal, state and regional funds. Large-scale construction projects pose special challenges to efficient and timely procurement for grantees. Challenges also arise due to the fact that construction projects typically involve multiple employers at a single location. A labor dispute involving one employer can delay the entire project. A lack of coordination among various employers, or uncertainty about the terms and conditions of employment of various groups of workers can create frictions and disputes in the absence of an agreed-upon resolution mechanism.
- B. The timely and successful completion of the Project is of the utmost importance to the City in order to meet the needs of the public the City serves. Through its Resolution No. 00-375 N. C., the City has directed City staff to incorporate the use of a Project Labor Agreement in the plans and specifications for the Vallejo Station Parking Structure as a pilot project. The City Council has likewise determined that the City would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.
- C. A variety of construction skills and crafts will be required to complete the construction work on the Project including those skills and crafts represented by unions affiliated with the Council and any other labor organizations which are signatories to this Agreement employed by contractors and subcontractors who are signatory to agreements with the labor organizations.
- D. It is recognized that on a project with multiple contractors and bargaining units on the job site, over an extended period of time, the potential for work disruption is substantial and is worthy of an overriding commitment to maintain continuity of work. One of the purposes of this agreement is to prevent conflict between union and nonunion labor on a common construction site.

- E. The City council has therefore determined that taxpayers within the City would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.
- F. The City and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project by the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.
- G. This 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(s) and the affected Union(s) except to the extent that the provisions of the Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.
- H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code.
- I. The City, therefore, shall retain the absolute right to select a contractor for the construction of the Project.
- J. 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, as follows:

## ARTICLE 1

### DEFINITIONS

- 1.1 "Agreement" means Project Labor Agreement (or "PLA").
- 1.2 "City" means Vallejo, California.
- 1.3 "County" means Solano County, California.
- 1.4 "Contractor(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise or any of its subcontractors or subcontractors of any tier, who may construct any part of the Project under contract terms and conditions incorporated in this Agreement.
- 1.5 "Construction contract" means all public works or improvement contracts, approved by the City that are necessary to complete the Project.
- 1.6 "Council" means the Napa-Solano Building & Construction Trades Council which is the local jurisdictional division of the State Building and Construction Trades Council of California ("State

Council") with affiliated trades unions within its geographical jurisdiction of Napa and Solano Counties.

- 1.7 "Key employee" means all positions of foremen and above as well as those persons on the Contractor's active payroll that have received employer-sponsored benefits, as outlined in Paragraph 12.2 of this Agreement, for a minimum of sixty (60) of the last one hundred (100) days.
- 1.8 "Professional Services" means those special services contemplated by Government Code section 53060 which include, but are not limited to engineering, architectural, quality control, testing inspection, and other services where special training and experience are required.
- 1.9 "Project" means the construction of the City's new Vallejo Station Parking Structure – Phase A, located in Vallejo, CA.
- 1.10 "Project Manager" means the person or persons designated by, or under contract with, the City to oversee all phases of construction of the Project.
- 1.11 "Union" or "Unions" means any labor organization signatory to this Agreement, acting in their own behalf and on behalf of the respective affiliates and member organizations whose names are subscribed hereto and who have through their officers accepted this Agreement ("Signatory Unions")

## ARTICLE II

### SCOPE OF THE AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the City and the Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed and who have through their officers executed this Agreement ("Signatory Unions.")
- 2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. The City has the absolute right to combine, consolidate, or cancel contract(s) or portions of contract(s) identified as part of the Project. Once a construction contract is completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the City. Project Labor Disputes: All Project labor disputes involving the application or interpretation of a collective bargaining agreement to which a Signatory Contractor and a Signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedures set forth in Article XV.
- 2.3 Exclusions:
  - (1) The Agreement shall be limited to construction work on the Project for the construction of the Vallejo Station Parking Structure – Phase A. This Agreement is not intended to, and shall not

govern any construction work performed any where else within the City, nor for any other City purpose prior to the effective date of this Agreement, nor after the expiration or termination of this Agreement. This exclusion applies to the proposed construction of the City's Bus Terminal. Any previously established contracts for Professional Services for the Project/Construction Management are also not affected by this Agreement.

- (2) The Agreement is not intended to, and shall not affect nor govern the award of public works contracts by the City, which are outside the approved scope of the Project.
- (3) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the City.
- (4) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), or office/clerical employees.
- (5) The Agreement shall not apply to any work performed by City employees nor City suppliers/vendors who may perform work on the project through a separate City contract not otherwise provided by the Contractor. This shall include, but is not limited, modular furniture and systems vendor/installers, City Communications data and telephone vendor/installers, City Computer System consultants ("ACS"), landscapers and artists. Should any portion of the aforementioned work be performed under contract with the contractor, then said work would be included in the scope of this Agreement.
- (6) The Agreement shall not apply to any work performed by City employees or City suppliers/vendors who may perform work in furtherance of this Project pursuant to any Memorandum of Understanding between the City and such supplier or vendor..

### ARTICLE III

#### EFFECT OF AGREEMENT

- 3.1 By executing the Agreement, the City, the Council, and the Unions (Signatory Unions) agree to be bound by each and all of the provisions of the Agreement.
- 3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor, the Contractor agrees to be bound by each and every provision of the Agreement.
- 3.3 At the time that any Contractor enters into a subcontract with any subcontractor providing for the performance of construction on the Project, the Contractor shall provide a copy of this Agreement, as may from time to time be modified, to the subcontractor. Contractor shall require the subcontractor, as 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 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, City and Contractors agree that for the duration of the Project:
- (1) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or 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 the City because of a dispute regarding the Project. Disputes arising between the Unions and Contractors, if any, on other projects are not governed by the terms of this Agreement.
  - (2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor covered by the Agreement.
  - (3) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees employed on the project within seven (7) calendar days.
- 4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Article 4.1 is alleged to have occurred:
- (1) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, the parties will submit a list of three proposed arbitrators. The City's Public Works Director, or his/her designee, will randomly select an arbitrator from this panel.
  - (2) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in violation of this Article, to the City, to the Council, and to the involved Union, if a Union is alleged to be in violation.

- (3) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.
- (4) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute 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 the hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- (5) The sole issue at the hearing shall be whether 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 within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business 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. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.
- (6) 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.
- (7) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.
- (8) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.
- (9) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XVI.

## ARTICLE V

### PRE-JOB CONFERENCE

- 5.1 A pre-job conference shall be held prior to the commencement of the construction of the Project. A representative from the Council, the participating Contractors and Unions, as appropriate, the City, and the Project/Construction Manager shall meet to discuss and establish the scope of work for each Contractor and Union for the Project.

## ARTICLE VI

### JOINT LABOR/MANAGEMENT MEETINGS

- 6.1 A joint Labor/Management meeting will be held on a monthly basis between the Project Manager, the Contractors, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the Craftsperson and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.
- 6.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.
- 6.3 The Contractor performing the work shall have the responsibility for making work assignments. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have ten (10) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.
- 6.4 The Project Manager, General Contractor, and the Business Manager of the Napa-Solano Building Trades will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

## ARTICLE VII

### NO DISCRIMINATION

- 7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status recognized under the laws of the State of California or applicable federal law.

ARTICLE VIII

UNION SECURITY

- 8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless City and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of the current recognized bargaining unit.
- 8.2 Nothing in this Agreement shall prevent any non-union employee from joining a Union that is signatory to this Agreement. In addition, Contractor shall not discriminate against any employee for engaging in any lawful activities on behalf of a signatory union.
- 8.2 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.

ARTICLE IX

LOCAL WORK FORCE

- 9.1 Contractors will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill their requirements. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the City of Vallejo to meet the needs of the Project and requirements of the industry generally. To that end, the parties agree as follows for the duration of this Agreement:
- a) Contractors and Unions will encourage the referral and utilization of qualified local residents as journeymen, apprentices and trainees on this Project and the entrance into such apprenticeship and training programs as may be operated by the Signatory Unions.
  - b) Contractors and Unions will engage in local outreach by advertising in the local newspaper the availability of positions as pertains to the Project on a regular basis (i.e., At least once every three months for the duration of the project until all positions are filled).
  - c) Contractors and Unions will hold at least one advertised and noticed public meeting where interested members of the public can learn about how to become employed in the project.



- d) Contractors request and unions make good efforts to refer, on a priority basis, consistent with non-discriminatory referral procedures of the hiring hall, qualified and available Vallejo residents for employment on the project.

## ARTICLE X

### REFERRAL

- 10.1 Contractor(s) performing construction work on the Project described in the Agreement shall, when filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor(s) shall have the right to reject any applicant referred by the Union(s). Any applicant so rejected by Contractor(s) after reporting to work and for whom no work is provided shall receive two (2) hours pay at the regular straight time hourly rate.
- 10.2 The Contractor(s) 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 Union(s).
- 10.3 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s) (Saturday, Sunday and holidays excepted), the Contractor(s) shall be free to obtain employees from any source. These employees shall be recognized as temporary employees. These temporary employees shall be replaced by qualified journeymen when available.
- 10.4 The Unions shall exert their utmost efforts, including requesting assistance from other Local Unions, to recruit sufficient number of skilled Craftpersons to fulfill the labor requirements of the Contractors.
- 10.5 Recognizing the special needs of this Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Unions' referral procedures but in no case will referrals be made for key employees in higher than a one to three (1:3) ratio.

## ARTICLE XI

### APPRENTICES

- 11.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, Contractors will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

- 11.2 The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.
- 11.3 All apprenticeship programs shall be approved by the California Apprenticeship Council, as required by California Public Contract Code section 20133(d)(4)(B)(v) and California Labor Code.
- 11.4 There shall be no restrictions on the utilization of apprentices in performing the work of their craft if they are properly supervised.

## ARTICLE XII

### BENEFITS

- 12.1 All Contractors agree to pay all benefits designated in the collective bargaining agreement of the appropriate local union and to comply with all prevailing wage requirements and other statutory enactments applicable to public works projects as may be designated by the California Public Contract Code.
- 12.2 Contractors who provide benefits through a multi-employer plan established pursuant to 29 U.S.C. §1381 et seq., shall maintain current benefits for all key employees who participate in the plan. The multi-employer plan must provide benefits which are as favorable as provided for by multi-employer plans in which Contractor's other employees participate.
- 12.3 Benefits designated in the collective bargaining agreements will be paid on all employees dispatched by the Union hiring halls.

## ARTICLE XIII

### COMPLIANCE

- 13.1 It shall be the responsibility of the Contractors and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. The Council shall establish a means by which to monitor and investigate Contractor and Union compliance with the applicable provisions of the Public Contract Code and other regulations applicable to the construction of public facilities, including but not limited to apprenticeship, prevailing wage, and any affirmative action requirements that may apply, and to ensure the City that no violations of law shall occur. The Council shall be responsible for adopting adequate enforcement measures to ensure Contractor and Union compliance with all contract conditions, including good faith in local hiring, and with those laws and regulations applicable to public construction. A compliance report shall be presented to the City on a quarterly basis reporting appropriate compliance.

## ARTICLE XIV

### WAGES AND HOURS OF WORK

- 14.1 This Project requires the payment of prevailing wages and full compliance with the provisions of the California Labor Code applicable to public works projects.
- 14.2 Eight (8) hours of labor per day shall constitute a standard work day and forty (40) hours shall constitute a regular work week.
- 14.3 Overtime and holiday pay will be in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

## ARTICLE XV

### EMPLOYEE GRIEVANCE PROCEDURE

- 15.1 Any Contractor, which is not otherwise bound by an agreement with a labor organization to a grievance procedure for the imposition of discipline or dismissal of its employees, shall be bound by the grievance procedure set forth in Article XVI. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by this Agreement. No Contractor shall impose discipline or dismissal on its employees covered by this Agreement without just cause.

## ARTICLE XVI

### GRIEVANCE ARBITRATION PROCEDURE

- 16.1 The parties to this Agreement 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 forth below. No grievance shall be recognized unless the grieving party (or its legal representative acting on its behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) business days after becoming aware of the dispute. A grievance shall be considered null and void if notice of the grievance is not given within the five (5) day period. The time limits in this section may be extended only by mutual written agreement and consent of the involved parties.
- 16.2 All 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 representative of the involved Contractor or Union 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 the dispute

within three (3) business days to arbitration. All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, the parties will submit a list of three proposed arbitrators. The City's Public Works Director, or his designee, will randomly select an arbitrator from this panel. As a preliminary step, the chosen arbitrator shall meet and confer with the parties to the dispute in an attempt to mediate and 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 by the parties to the dispute, either party may refer the dispute to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the chosen arbitrator shall set a date for a final and binding arbitration of the matter. The arbitrator shall set the hearing for the final arbitration of the matter as soon as practicable, but no later than thirty (30) calendar days thereafter, unless mutually agreed upon by the parties to the dispute. The decision of the Arbitrator shall be provided to the parties in writing within five (5) calendar days after completion of the hearing unless time is extended by mutual agreement. A written opinion setting forth the decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to, or detract from any provision of this Agreement. The expense of the arbitrator shall be borne equally by the parties to the grievance and may be enforced by any court of law of competent jurisdiction.

16.3 The time limits specified in any step of this Grievance Procedure may be extended by mutual agreement of the parties. However, failure to proceed with a grievance, or failure to respond in writing within the time limits provided above, without a request and grant of an extension of time, shall be deemed a waiver of such grievance. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Article, the parties agree that such settlements shall not be precedent setting on the remainder of the Project.

#### ARTICLE XVII HELMETS TO HARDHATS

17.1. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor and Unions agree to utilize the services to the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

17.2 The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit for bona fide provable past experience.

ARTICLE XVIII

SAVINGS CLAUSE

- 18.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if any provisions of this Agreement are determined to be illegal or void by any court of competent jurisdiction, the parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties.

ARTICLE XIX

ENTIRE AGREEMENT

- 19.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.
- 19.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

SIGNATURES ON NEXT PAGE

CITY OF VALLEJO  
A Municipal Corporation

Robert F.D. Adams  
Interim City Manager

SIGNATORY UNIONS

M. Bean  
Asbestos Workers Local #16  
Local #3

Don R. Bilbey  
Boilermakers Local #549

Kenneth Madewell  
Northern California Carpenters  
Regional Council on behalf of  
Carpenters Local #180  
Pile Drivers Local #34  
Lathers Local #9109  
Millwrights Local #102

Emmanuel  
Roofers & Waterproofers Local #81

Arjo Porth  
Plumbers & Steamfitters Local #343

James E. Brown  
Operating Engineers Local #3

Stanley Smith  
Sprinkler Fitters Local #483

David R. Papp  
Bricklayers & Allied Craftsmen

Emilio  
Ironworkers Local #378

Jan R. Broadwater  
Electrical Workers Local #180

Not Signing  
Northern California District  
Council of Laborers

Chris R.  
Teamsters Local #315

Miguel  
Utility & Landscape Local #335

Lou Franchimon  
Lou Franchimon, Business Manager  
Napa-Solano Building Trades Council

APPROVED AS TO FORM

By Frederick G. Soley  
City Attorney

ATTACHMENT "A"

**PROJECT LABOR AGREEMENT  
FOR THE CONSTRUCTION OF THE  
VALLEJO STATION PARKING STRUCTURE-PHASE "A" PROJECT**

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the Vallejo Station Parking Structure project, (hereafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this PROJECT, together with any and all known amendments and supplements now existing or which are later made and agreed thereto;
- (2) Certifies that is has no commitments or agreements, which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT;
- (3) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: \_\_\_\_\_

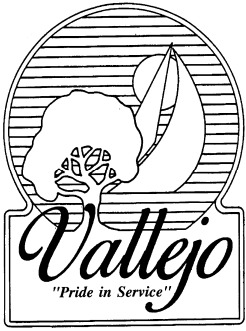
\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name of Prime Contractor or Higher Level  
Subcontractor)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone) (Fax)



# CITY OF VALLEJO

## DEPARTMENT OF PUBLIC WORKS Engineering Division

555 SANTA CLARA STREET P.O. BOX 3068 VALLEJO CALIFORNIA 94590-5934 707-648-4315  
Web Site: [www.ci.vallejo.ca.us/](http://www.ci.vallejo.ca.us/) FAX 707-648-4691

March 12, 2010

SUBJECT: **ADDENDUM NO. 4**  
Vallejo Station Parking Structure Phase A  
(File Number 9866.14.02)

To Prospective Bidders:

The following are changes to the contract specifications and plans for the above referenced project:

This addendum is hereby made a part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the bid for Vallejo Station Parking Structure Phase A.

### **GENERAL:**

The responses to the Bid RFI's are attached to this Addendum No. 4 and shall be considered part of the contract documents.

### **SPECIFICATIONS: VOLUME A**

1. Reference: **BIDDER'S BOND**, 5<sup>th</sup> paragraph, page 27

Strikethrough the date ~~March 4, 2010~~.

Replace with the following date: March 18, 2010

2. Reference: **AGREEMENT TO BE BOUND TO THE PROJECT LABOR AGREEMENT**, page 35

Remove the Agreement to be Bound to the Project Labor Agreement (PLA) and replace with the attached.



3. Reference: **APPENDIX A – STATE WAGE RATE DETERMINATION**

Remove and replace wage rate determination of certain trades attached in this addendum.

3A. Reference: **APPENDIX B – FEDERAL WAGE RATE DETERMINATION**

Remove and replace wage rate determination of certain trades attached in this addendum.

3B. Reference: **APPENDIX D - PROJECT LABOR AGREEMENT**, page 14 of 15

Northern California District Council of Laborers, Vallejo City Manager and City Attorney signatures have been added to the page.

Remove the signatory page to the PLA and replace with the attached.

**SPECIFICATIONS: VOLUME B:**

4. Reference: **SECTION 00001 ORDER OF WORK**, Part 3 Execution

Insert the following sub section:

3.04 TRAFFIC LOOP DETECTORS

A. The uppermost layer of new asphalt concrete pavement shall not be placed until all underlying traffic signal conduit and loop detectors as noted on the plans have been installed and tested. No additional payment shall be made for scheduling this work.

3.05 ACCESS TO UTILITY IRONS

A. Within twenty four (24) hours of removing utility “irons” or final lift of AC pavement, all water valves and sewer manholes shall be made accessible by removal of the overlaid AC. Temporary cutback or steel plates shall be placed over any excavated or depressed areas. No additional payment shall be made for performing this work.

5. Reference: **SECTION 02740 ASPHALTIC CONCRETE PAVEMENT**, PART 3 Execution

Insert the following sub section

# **AGREEMENT TO BE BOUND TO THE PROJECT LABOR AGREEMENT**

## DESCRIPTION

The City has entered into a Project Labor Agreement ("PLA") for the Vallejo Station Parking Structure with the Napa-Solano Building Trades Council and other labor organizations. The purpose of the PLA is to promote efficiency of construction operations and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Vallejo Station Parking Structure Phase A Project.

The Project Labor Agreement is included as a part of these specifications as Appendix D.

As described in the Instructions to Bidders, this page shall be executed and submitted with the proposal. Failure to submit this page may result in the bid being rejected as non-responsive.

Submission of a proposal constitutes acceptance of the requirements of the Project Labor Agreement entered into by the City ("Agreement") and the Bidder agrees to its terms. The Bidder further agrees to execute and to have its subcontractors execute Attachment A of the Project Labor Agreement within (20) twenty days of contract award.

## **AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the Vallejo Station Parking Structure Phase A, (hereafter "PROJECT"), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all known amendments and supplements now existing or which are later made and agreed thereto;
- (2) Certifies that is has no commitments or agreements, which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT;
- (3) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated \_\_\_\_\_

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

CITY OF VALLEJO  
A Municipal Corporation

*Robert F. D. Adams*

Robert F.D. Adams  
Interim City Manager

Fol

SIGNATORY UNIONS

*M. Bea*

Asbestos Workers Local #16  
Local #3

*David P. Papp*

Bricklayers & Allied Craftsmen

*Don R. Bilbey*

Boilermakers Local #549

*Emilio K. Wilson*

Ironworkers Local #378

*Kenneth J. Madewell*

Northern California Carpenters  
Regional Council on behalf of  
Carpenters Local #180  
Pile Drivers Local #34  
Lathers Local #9109  
Millwrights Local #102

*Jan R. Broadwater*

Electrical Workers Local #180

*Eric J. Anderson*

Roofers & Waterproofers Local #81

*William B. Levine*  
~~Not Signing~~ <sup>08</sup> <sup>AD</sup>

Northern California District  
Council of Laborers

*Steve P. Poth*

Plumbers & Steamfitters Local #343

*Charles R. [unclear]*

Teamsters Local #315

*James E. Bunn*

Operating Engineers Local #3

*Miguel J. [unclear]*

Utility & Landscape Local #355

*Stratford Smith*

Sprinkler Fitters Local #483

*Lou Franchimon*

Lou Franchimon, Business Manager  
Napa-Solano Building Trades Council

APPROVED AS TO FORM

By *Frederick G. Soley*  
Frederick G. Soley  
City Attorney