13. aud - Set Time and Date of June 12, 2007 at 9:00 a.m. for a Public Hearing for Establishment of Proposition 4 County and Special Districts Appropriation Limits for 2007-08.

14. eedd - Approval of Program Year 2007-08 Workforce Investment Act Title I Subgrant Agreement.


CONSENT - MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

16. mhcasd - Mountain House Community Services District Budget Amendment to Fund Books, Furnishings, Equipment and Supplies to Open the New Mountain House Branch Public Library and Authorize Purchase from Stockton-San Joaquin Public Library Vendors. (4/5th's Vote Required)

DISCUSSION - GENERAL GOVERNMENT

1. cao - Resolution to Award Design-Build Contract for Construction of the Proposed San Joaquin County Administration Building.

2. cao - Approve Project Labor Agreement for Construction of the Proposed San Joaquin County Administration Building.

COMMUNICATIONS

bos - Receive and Refer all Board Communications this date as Outlined on the Communications Distribution Listing.

PUBLIC COMMENT

Persons wishing to address the Board may complete the Public Comment Form which is located in the tray on the back wall of Chambers or which may be obtained from the Clerk of the Board Office, Room 701. Please no personal attacks.
CONSENT - LAW & JUSTICE

s/o - Renewal of Contract with Army Corp of Engineers for Law Enforcement Services at Stanislaus River Parks. B-07-533 & A-07-366

CONSENT - GENERAL GOVERNMENT

aud - Adjustments to 2006-07 Revenue Estimates for County and Special Districts Under the Board of Supervisors. B-07-534

Set Time and Date of June 12, 2007 at 9:00 a.m. for a Public Hearing for Establishment of Proposition 4 County and Special Districts Appropriation Limits for 2007-08. B-07-535

ceed - Approval of Program Year 2007-08 Workforce Investment Act Title I Subgrant Agreement. B-07-536 & A-07-367


CONSENT - MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

mhd - Mountain House Community Services District Budget Amendment to Fund Books, Furnishings, Equipment and Supplies to Open the New Mountain House Branch Public Library and Authorize Purchase from Stockton San Joaquin Public Library Vendors. (4/5th's Vote Required) B-07-537 & B-07-538

DISCUSSION - GENERAL GOVERNMENT

cao - Resolution to Award Design-Build Contract for Construction of the Proposed San Joaquin County Administration Building. County Administrator Manuel Lopez gave a report to the Board on this matter. Cliff Kunkel of Turner Construction, County Counsel David Wooten and Mic Steinmann of URS/SGS addressed the Board on this matter.

The Board (1) Awarded a design-build contract for the new County Administration Building to Hensel Phelps Construction in the amount of $92,860,000, and a contingency amount of $3,500,000; (2) Authorized the County Administrator to approve and execute Contract Change Orders within the approved funding allocation for the Project; and (3) Authorized the Board to sign the Project Labor Agreement for construction of the new County Administration Building. Ornelas/Gutierrez/3-2; Vogel and Ruhstaller-No. R-07-252.

The Board selected the “Granite” design for the lobby element. Gutierrez/Ornelas/5
May 18, 2007

Board of Supervisors
Courthouse
Stockton, CA 95202

Dear Board Members,

Award of Design-Build Contract for New County Administration Building

Recommendation

It is recommended that the Board of Supervisors adopt a resolution to:

1. Award a design-build contract for the new County Administration Building to Hensel Phelps Construction in the amount of $92,860,000, and a contingency amount of $3,500,000;

2. Authorize the County Administrator to approve and execute Contract Change Orders within the approved funding allocation for the Project; and

3. Provide direction to staff regarding the preferred design for the lobby element.

Reason for Recommendation

In December 2006, the County issued a Request for Qualifications (RFQ) describing desired qualifications for design-build firms to construct a new County Administration Building in downtown Stockton. The RFQ resulted in submittals from seven design-build teams. A selection committee comprised of County staff and a representative from the City of Stockton rated the statements to determine those most qualified for the project. Six teams were invited to make presentations. Prior to the interviews, two teams elected to withdraw from the competition. The remaining four teams were interviewed, and the two highest rated, Hensel Phelps/Fentress Bradburn Architects (Hensel Phelps) and Turner/AC Martin Partners (Turner), were invited to submit design proposals in conformance with guidelines developed by County staff and consultants and in accordance with Public Contract Code requirements.

Written proposals from Hensel Phelps and Turner were received on April 20, 2007. On May 4, 2007, oral presentations were made before a selection panel comprised of five County Administrative Officers. These individuals were selected to review the proposals and participate in the evaluation process based on their knowledge of County government, construction...
background, and/or recently completed or pending similar Administration Building projects. Following the presentations from the design-build teams, the panel members individually rated the proposals based on the following design elements: 1) compatibility with downtown area, 2) functionality and efficiency, 3) integration between site and interior, 4) amenities for visitors and staff, 5) quality of materials, 6) application of art, and 7) overall impression. Based on the design concepts presented, all of the panel members rated the Hensel Phelps proposal higher than the Turner proposal. Prior to the selection panel’s scoring, County staff and consultants (URS Corporation) performed a detailed technical review of the proposals to determine compliance with the following requirements set forth in the Request for Proposal (RFP): 1) value-added attributes, 2) value-engineering opportunities, 3) budget distribution, 4) proposed schedule, 5) acceptance of contract terms, and 6) other criteria required by the Public Contract Code. This review also rated the Hensel Phelps proposal higher. The scoring totals indicate the Hensel Phelps proposal provides the best value for the fixed price of $92,860,000. It is recommended that the Board approve the recommendation of the selection committee to award the design-build contract to Hensel Phelps in the amount of $92,860,000 based on best value.

As part of its proposal, Hensel Phelps provided an optional design for the lobby and atrium. Staff feels both designs are equally attractive, striking, and unique and present an opportunity to receive feedback from your Board on the most desirable design. Copies of the two alternatives are attached for the Board’s consideration and direction.

Staff was contacted regarding concerns that local subcontractors were not being used by Hensel-Phelps. Although utilization of local subcontractors is not a criteria used in the selection process, Hensel-Phelps has established a list of potential local contractors and vendors that will be contacted for various elements of the project. In addition, a condition of the RFP requires the design-build team to utilize local laborers in conformance with the Project Labor Agreement, which is also on today’s agenda.

The Public Contract Code provides for the award of capital projects by the Board of Supervisors. The Office of County Counsel has approved the format of the contract. After the successful design-build team obtains the required bonds and executes the contract, and the proceeds of the 2007 Certificates of Participation as previously approved by the Board on May 15, 2007 are available, the Office of County Counsel will approve the contract as to form and submit it to the Chairman for signature.

Fiscal Impact

The design-build contract cost of $92,860,000 and construction contingency allowance, costs for competition, inspections, space planning, communications, and project management will be financed with the issuance of the 2007 Certificates of Participation. Proceeds of the bond issuance will be available in early June. The design-build contract includes allowances for tenant improvements ($13 million), artwork ($1.6 million), and value-added construction changes ($3.5 million).
Action To Be Taken Following Approval

Following approval of the recommendation, the successful design-build team will submit the appropriate contract documents and be authorized to proceed with the project. Design will commence immediately and on-site work will begin in August 2007. Project completion is scheduled for May 2009.

Very truly yours,

[Signature]
Manuel Lopez
County Administrator

ML:GK:ema

Attachments: Building Renderings

c. County Counsel
   Capital Projects
   Hensel-Phelps Construction/Fentress Bradburn Architects
   Board Agenda for 05/22/07

BL05-07
May 17, 2007

Board of Supervisors
Courthouse
Stockton, CA 95202

Dear Board Members,

Approve Project Labor Agreement for Construction of
the New County Administration Building

Recommendation

It is recommended that the Board authorize the Chairman to sign the Project Labor Agreement for construction of the new County Administration Building.

Reason for Recommendation

In October 2005, the Downtown Master Plan Implementation Committee (Supervisors Gutierrez and Ornellas) directed staff to work with local trade representatives for the development of a Project Labor Agreement (PLA) for the County Administration Building project. The PLA is a multi-party agreement among the County, local unions, design-build contractor, and future subcontractors on the project. In essence, the agreement requires contractors to obtain construction workers via referral from the local union halls. Workers are not required to join the union in order to be referred, but must otherwise comply with all union rules including payment of dues. In return, the unions agree that the project will not be disrupted due to labor disputes (such as strikes and picketing) and commit to make available a sufficient supply of workers. Other terms are also included such as conditions for rejecting referred workers, efforts to increase use of local labor forces, and participation by local apprentice programs.

Staff and the project consultants (URS Corporation) met with the local union representatives to discuss terms and conditions. County Counsel staff also reviewed the agreement with the union’s legal counsel. The attached represents the product of the contract negotiations and has been signed by the unions and the recommended design-build firm.
Fiscal Impact

There is no direct fiscal impact associated with approval of the recommendation. However, utilization of local labor is expected to have a positive, though not quantified, impact to the local economy.

Action To Be Taken Following Approval

Copies of the executed agreement will be provided to the union representatives and the design-build firm. Any subcontractors who work on the project will be required to agree with and be bound by the provisions of the agreement. Coordination of job-related activities will take place during the pre-job conference and monthly joint labor/management meetings.

Very truly yours,

Manuel Lopez
County Administrator

ML:GK:ema
c. County Counsel
   Capital Projects
   Building & Construction Trades Council
   Board Agenda for May 22, 2007

BL05-08
PROJECT LABOR AGREEMENT
FOR THE CONSTRUCTION OF THE
SAN JOAQUIN COUNTY ADMINISTRATION BUILDING PROJECT

This Agreement is entered into this 22 day of May, 2007 by and between the County of San Joaquin, a political subdivision of the State of California (hereinafter "County"), together with any contractors and/or subcontractors who become signatory to this Agreement by signing the "Agreement to Be Bound" (Attachment A), the San Joaquin, Calaveras, Alpine, and Amador Counties Building & Construction Trades Council ("Council"), and 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 County's new Administration Building. 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 County is constructing a new Administration Building ("Project") in Stockton, California.

B. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The San Joaquin County Board of Supervisors ("Board") has likewise determined that the County 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.

E. The Board has therefore determined that taxpayers within the County 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 County, the Council, and local unions desire to mutually establish and stabilize working conditions for the workers employed on the Project 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 a contractor and affected union 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, including Section 20133 related to Design-Build projects.

I. The County, therefore, shall retain the absolute right to select a Design-Builder whose proposal offers the "Best Value" for design and 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 I

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement ("PLA").

1.2 "City" means Stockton, California.

1.3 "County" means San Joaquin 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 County, that are necessary to complete the Project.

1.6 "Council" means the San Joaquin, Calaveras, Alpine, and Amador Counties 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 San Joaquin, Calaveras, Alpine, and Amador Counties.

1.7 "Key employee" means all positions of foreman 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 County's new Administration Building, located in Stockton, California.

1.10 "Project Manager" means the person or persons designated by, or under contract with, the County 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 Union") or ("Signatory Unions").

ARTICLE II

SCOPE OF THE AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to the County, the Council, Contractors, and Signatory Unions.

2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. The County has the absolute right to combine, consolidate, or cancel any construction contract or portion of a construction contract identified as part of the Project. Once a construction contract is completed, it is no longer covered by this Agreement. For purposes of this Agreement, a construction contract shall be considered completed upon acceptance of the work by the County.

2.3 Project Labor Disputes: All Project labor disputes involving the application or interpretation of a collective bargaining agreement to which a 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 herein.

2.4 Exclusions:

(1) The Agreement shall be limited to construction work on the Project. This Agreement is not intended to, and shall not, govern any construction work performed anywhere else within the County, nor for any other County purpose prior to the effective date of this Agreement, nor after the expiration or termination of this Agreement. Any previously established contracts for Professional Services for the Project are also not affected by this Agreement. The Agreement is not intended to, and shall not, affect or govern the award of public works contracts by the County.

(2) The Agreement is not intended to, and shall not, affect the operation or maintenance of any other public facilities within the County.

(3) 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.

(4) The Agreement shall not apply to any work performed by County employees or County suppliers/vendors who may perform work on the project through a separate County contract not otherwise provided by the Design-Build. This shall include, but is not limited to, modular furniture and systems vendor/installers, County communications data and telephone vendor/installers, County computer system consultants ("ACS"), landscapers and artists. Should any portion of the aforementioned work be performed under contract with the Design-Build, then said work would be included in the scope of this Agreement.

(5) 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 the County.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the County, the Council, and the 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, County 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 County 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 within twenty-four (24) hours of being notified of an alleged breach. If the parties are unable to agree to an arbitrator, the parties will submit a list of three proposed arbitrators to the County's Human Resources Director, or her designee, who will randomly select an arbitrator from this panel within twenty-four (24) hours.

(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 County, 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 there is no contention that the dispute will 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 of 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 the grievance arbitration procedures set forth herein.

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 County, the Council, the participating Contractors and Unions, as appropriate, 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 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 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 Council 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 Unions as the sole bargaining representative of all craft employees working on this Project unless County 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 Union.

8.3 Employees who are employed by Contractors to work on the Project are not required to join any Union or 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 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 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 San Joaquin County to meet the needs of the Project and requirements of the industry generally. To that end, the Unions agree to encourage the referral and utilization of qualified local residents as journeyman, apprentices, and trainees on this Project and the entrance into such apprenticeship and training programs as may be operated by the Unions.

ARTICLE X
REFERRAL

10.1 Contractors 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. Contractors shall have the right to reject any applicant referred by the Unions. Any applicant so rejected by Contractors 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 Contractors 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.

10.3 In the event referral facilities maintained by the Unions are unable to fill the requisition of a Contractor for employees within a twenty-four (24) hour period after such requisition is made by the Contractors (Saturday, Sunday and holidays excepted), Contractors 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 four (1:4) 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 County 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 and with those laws and regulations applicable to public construction. A compliance report shall be presented to the County 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 a 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 County's Human Resources Director, or her 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
SAVINGS CLAUSE

17.1 It is not the intention of either the County, the Council, Contractors, or the Unions 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 County, the Council, Contractors, and Unions agree that if any provisions of this Agreement is 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 XVIII
ENTIRE AGREEMENT

18.1 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.

18.2 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.

COUNTY OF SAN JOAQUIN, a Political Subdivision of the State of California

Victor Mow, Chairman
San Joaquin County Board of Supervisors

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By: [Signature]
Deputy Clerk
SIGNATORY UNIONS:

Asbestos Workers Local #16
By: [Signature]

Bricklayers Local #3
By: [Signature]

Painters & Allied Trades
District Council #16
By: [NA]

Cement Masons Local #400
By: [Signature]

Operating Engineers Local #3
By: [Signature]

District Council of Plasters
& Cement Masons
By: [Signature]

Roofers Local #81
By: [Signature]

Boiler Makers Local #849
By: [Signature] 1/16/07

Electricians Local #595
By: [Signature] 11/13/07

Northern California
Carpenters Regional Council
By: [Signature] 1-12-07

Laborers' International Union of
North America Local #73
By: [Signature] 1-16-07

Ironworkers Local #118
By: [Signature]

Plumbers/Steamfitters
Local #442
By: [Signature]

Sheetmetal Workers Local #162
By: [Signature]
Teamsters Local #439  
By:  

Ironworkers Local #378  
By:  

San Joaquin, Calaveras, Alpine, and Amador Counties Building & Construction Trades Council  
By:  

Sign & Display Local #510  
By: NA  

APPROVED AS TO FORM  
By:  

David Thomas, Executive Secretary Treasurer  
San Joaquin, Calaveras, Alpine, and Amador Counties Building Trades Council  

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ATTACHMENT "A"

PROJECT LABOR AGREEMENT
FOR THE CONSTRUCTION OF THE
SAN JOAQUIN COUNTY ADMINISTRATION BUILDING PROJECT

AGREEMENT TO BE BOUND
The undersigned, as a Contractor or Subcontractor ("Contractor") on the San Joaquin County Administration Building Project ("Project"), for and in consideration of the awarding of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement ("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 amendments and supplements now existing or which are later made 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 (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 & Address

Authorized Officer Title

Phone   Fax

- 15 -
BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

RESOLUTION
R - 07 - 252

Resolution Awarding Contract for the San Joaquin County
Administration Building

WHEREAS, notice requesting Statements of Qualifications for the San Joaquin County
Administration Building project, Stockton, California, was published in the Stockton Record, on the
County’s website, and on the websites of the American Institute of Architects and the Design-Build
Institute of America; and

WHEREAS, said Statements of Qualifications for the performance of the work were received
and rated by County staff to determine those most qualified to compete for the project; and

WHEREAS, the design-build teams of Hensel Phelps Construction/Fentress Bradburn
Architects and Turner/AC Martin Partners were selected to participate in a Request for Proposal
process, including subsequent presentation to and interview by a County-formed selection committee;
and,

WHEREAS, the selection committee has ranked the proposals in the following order: 1. Hensel
Phelps/Fentress Bradburn; and 2. Turner/AC Martin Partners based on best value; and

WHEREAS, the selection committee has determined that Hensel Phelps Construction/Fentress
Bradburn Architects is the responsible bidder whose proposal is most advantageous for the County.

NOW, THEREFORE, BE IT RESOLVED that the County of San Joaquin perform the above-
mentioned public work in the amount of $96,360,000, which includes a contingency of $3,500,000.

BE IT FURTHER RESOLVED that a contract for the performance of the work in accordance
with the design-build proposal be, and the same hereby is, awarded to Hensel Phelps
Construction/Fentress Bradburn Architects for the contract price of $92,860,000.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors be authorized
and directed to execute the contract on behalf of the County of San Joaquin upon approval as to form
by the Office of the County Counsel and upon receipt of the proceeds of the issuance of the 2007
Certificates of Participation approved by the Board on May 15, 2007.

BE IT FURTHER RESOLVED that the County Administrator is authorized to approve and
execute Contract Change Orders within the approved funding for this Project.

PASSED AND ADOPTED on 5/22/07, by the following vote of the Board of
Supervisors, to wit:

AYES: ORNELLAS, GUTIERREZ, MOW
NOES: VOGEL, RUHSTALLER
ABSENT: NONE
ABSTAIN: NONE

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors, County
of San Joaquin, State of California

By: Deputy Clerk

VICTOR MOW, Chairman

Board of Supervisors
County of San Joaquin
State of California