An **Offerors (Pre-Proposal) Conference** will be held prior to the date of Proposal opening. Attendance by potential Offerors is **highly recommended**. The conference will take place on **July 11, 2013 from 11:00 am to 12:00 noon** at **1080 Nimitz Avenue, Building 117, Suite 205, Vallejo, CA 94592**. A site visit will immediately follow the Pre-Proposal Conference on the same day. Further information concerning the Pre-Proposal conference can be found in the ITO “Offeror’s Pre-Proposal Conference,” section of the RFP Documents. In connection with the performance of this Contract, full compliance with all applicable safety and health standards and with all applicable Governmental Rules.

WETA hereby notifies all Offerors that it is the policy of WETA to ensure non-discrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards.

Offerors and their proposed Subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents to be performed by such Offeror or Subcontractor. Offerors bidding as the prime Design-Builder shall possess a valid California Contractor’s General Engineering License “A” at the time of Contract award and throughout the Contract term, as well as all California engineering licenses required for design-build work. The Design-Builder will also be required to ensure that all Subcontractors working on this Project are holding valid licenses suitable for their trade.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. The prevailing wage rates may be obtained at [www.dir.ca.gov/dlsr/PWD/index.htm](http://www.dir.ca.gov/dlsr/PWD/index.htm).

Pursuant to Public Contract Code Section 22300, the successful Offeror may submit certain securities in lieu of WETA withholding retention of payments during the Project.

**On June 27, 2013, the WETA Board of Directors approved a form of Project Labor Agreement (PLA) with the Napa-Solano Building & Construction Trades Council for use in connection with the Landside and Waterside phases of the North Bay Operations and Maintenance Facility. The form of PLA approved by the Board is included in RFP Volume I, Attachment E. The final PLA will be released in an addendum to this RFP upon execution by the parties, which we anticipate will occur no later than 10 days prior to the date that proposals are due. A PLA acknowledgement form is also included in this RFP as a form required for submission (see Required Documents list and Proposal Forms section of the RFP Documents).**

Attention is directed to the Contract Documents for complete details and Proposal requirements. Said documents, including but not limited to Instructions to Offerors, Agreement, General and Supplemental Conditions, Technical Specifications, Drawings, Proposal forms, bonds, and this Notice, shall be considered as a part of any Contract awarded pursuant to this solicitation. The Contract Documents are available for download on WETA’s website ([http://www.watertransit.org/contract_opp.aspx](http://www.watertransit.org/contract_opp.aspx)).

Copies of the Contract Documents will be available for purchase starting July 8, 2013 using ARC/Planwell for the management and distribution of the Contract Documents. **Details for obtaining the Contract Documents from ARC/Planwell will be posted on the WETA opportunities page ([http://www.watertransit.org/contract_opp.aspx](http://www.watertransit.org/contract_opp.aspx)).** Offerors are responsible for any and all costs associated with obtaining copies of the Contract Documents and such costs are not a reimbursable expense.

Contract Documents are also available for review at several Bay Area Builder/Contractor Exchange Plan Rooms.

Addenda, if any, will also be made available on WETA’s website at [www.watertransit.org](http://www.watertransit.org) and can be downloaded at no cost. Each Offeror has an ongoing responsibility to check WETA’s website for Addenda. WETA has no obligation to provide any other notice of Addenda being issued.
PROJECT LABOR AGREEMENT
FOR CONSTRUCTION OF THE SAN FRANCISCO BAY AREA WATER
EMERGENCY TRANSPORTATION AUTHORITY NORTH BAY
MAINTENANCE AND OPERATIONS FACILITY PROJECT

This Agreement is entered into by and between the San Francisco Bay Area Water
Emergency Transportation Authority (hereinafter, the "WETA" or “Owner”) and the Napa-
Solano Building & Construction Trades Council ("Council") and its affiliated local Unions that
have executed this Agreement (all of whom are referred to collectively as "Union" or
"Unions").

The Contractors/Employers agree to comply with the terms of this Agreement by
executing the Letter of Assent set forth in Addendum A.

The purpose of this Agreement is to promote efficiency of construction operations
during the WETA North Bay Maintenance and Operations Facility Project (including Package
1: Landside and Package 2: Waterside construction as defined herein, and to provide for
peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby
promoting the public interest in assuring the timely and economical completion of the Project.
WETA and the Council may mutually agree in writing to add additional components to the
Project's Scope of Work to be covered under this PLA; and

WHEREAS, the timely and successful completion of the Project is of the utmost
importance to WETA; and

WHEREAS, large numbers of workers of various skills will be required in the
performance of the construction work, including those to be represented by the Unions
signatory to this Agreement employed by contractors and subcontractors who are also
signatories to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple
contractors and bargaining units on the job site at the same time over an extended period of
time, there is a potential for work disruption that could negatively impact the continuity of
work and the Project schedule; and
WHEREAS, the interests of the general public, WETA, the Unions and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

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

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California Public Contract Code; and

WHEREAS, WETA has the absolute right to select the lowest responsive and responsible bidders for the award of the Construction Contracts on the Project; and

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

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 “Agreement” means this Project Labor Agreement.
1.2. “Apprentice” means an individual registered and participating as an apprentice in an Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.3. "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and enters into a contract with WETA or its Project Manager or any of its contractors or subcontractors at any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by WETA and which incorporate this Agreement.

1.4. "Construction Contract" means the public works or improvement contract(s) awarded by WETA for Package 1: Landside and Package 2: Waterside construction after execution of this Agreement that are necessary to complete the Project, including subcontracts at any tier.

1.5. “Core Worker” means an employee who meets the requirements set forth in Section 8.3.


1.7. “Letter of Assent” means the document, set forth in Addendum A hereto, that formally binds each Contractor/Employer to comply with all the terms and conditions of this Agreement, and that operates as a pre-conditions to performing work on the Project.

1.8. "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, a copy of which shall be submitted by the Council with its executed copy of this Agreement and retained on file with WETA for the duration of the Project.

1.9. "Project" means the public work or improvement for the construction of Package 1: Landside and Package 2: Waterside contracts for the WETA North Bay Maintenance and Operations Facility Project. WETA and the Council may mutually agree in writing to add additional components to the scope of work of the Project covered by this PLA.
1.10 “Project Manager” means the person(s) or business entity(ies) designated by WETA to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of WETA’s Authorized Representative.

1.11 “Trust Agreement” means an agreement for an established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds established by an Applicable Master Agreement as set forth in Section 9.1.

1.12 "Union" or "Unions" means the Napa-Solano Building & Construction Trades Council, AFL-CIO, ("the Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.13 "WETA" or “Owner” means the San Francisco Bay Area Water Emergency Transportation Authority and its public employees, including managerial personnel.

**ARTICLE II**

**SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement shall apply to and is limited to all Contractors/Employer(s) that are performing Construction Contracts (including subcontracts at any tier) on the Project and that have executed a Letter of Assent, WETA, the Council, and the Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 **Project Description:** The Agreement shall govern all Construction Contracts for the Project, as defined in Article 1 above. Once a Construction Contract is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a Construction Contract shall be considered completed upon the filing of a Notice of Completion, or as otherwise provided by applicable State law.
2.3 **Covered Work:** This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, modular furniture installation, and on-site soils and material inspection and testing to be performed to complete the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project.

2.3.1 This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, or structures, including modular furniture installations, landscaping, temporary fencing, pipelines (including those in linear corridors built to serve the project) pumps, pump stations, soils and materials testing and inspection and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project.

2.3.2 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion, other than any of those activities that are performed by WETA Employees or by a WETA contractor.

2.3.3 This Agreement covers all on-site fabrication work over which WETA, Contractor(s) or subcontractor(s) possess the right of control, including work done for the Project in any on-site or off-site temporary yard or area established for the Project, including batch plants. This Agreement also covers off-site fabrication work traditionally performed by the Unions provided such off-site work is performed at a site dedicated to Project work and is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
2.3.4 This Agreement applies to construction trucking or off-hauling work that includes on-site activities involving the direct incorporation of materials into the construction process, the installation of products or materials, or the use of tools or equipment, to the fullest extend provided by law.

2.4 Work covered by this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles IV and XIII of the Agreement shall prevail and be applied to such work.

2.5 Exclusions

(1) This Agreement shall be limited to construction work on the Project.

(2) This Agreement is not intended to, and shall not affect or govern the award of public works contracts by WETA which are not included in the Project.

(3) This Agreement shall not apply to a Contractor/Employer’s non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management.

(4) This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.
(5) This Agreement shall not apply to service contracts or operation, inspection, testing or maintenance contracts entered into by WETA, including any such contract relating to the Project or to other WETA owner or operated facilities after completion of the Project.

(6) This Agreement shall not apply to officers or employees of WETA or of State and local public agencies.

(7) This Agreement shall not apply to the work of persons or firms that perform consulting, planning, scheduling, design, environmental, geological, construction management, legal, or similar professional services relating to the Project.

(8) This Agreement shall not apply to work by employees of a manufacturer or vendor necessary to install and/or maintain such manufacturer’s or vendor’s products requiring special knowledge of the particular items, or necessary to protect a manufacturer’s or vendor’s warranty.

(9) This Agreement shall not apply to the furnishing of supplies, equipment or materials that are stockpiled for later use.

(10) This Agreement shall not apply to off-site hauling or delivery by any means of materials, supplies or equipment required to any point of delivery except as otherwise expressly provided in Article 2.3.

2.6 Award of Contracts: It is understood and agreed that WETA shall have the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and WETA 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/Employer agrees to be bound by each and every
provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Letter of Assent** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to such subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and the Contractor/Employers and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A’s, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.
3.7 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, a Contractor/Employer will not be obligated to sign any local, area, or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, WETA, and the Contractor/Employers agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project at any off-site facility covered by the Project under Article 2, or at any other facility of WETA because of a dispute on the Project. The Unions shall not sanction, aid or abet, encourage or continue any such prohibited activity at the job site of the Project, at any off-site facility covered by the Project under Article 2, or at any other facility of WETA because of a dispute on the Project, and shall take all reasonable means to prevent or terminate any such activity should it occur in violation of this prohibition. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdowns or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor/Employer on any other project. It shall not be considered a violation of this Article if a Union withholds labor (but shall not picket) due to the Employer’s failure to make timely payments to a Trust Fund or failure to make its weekly payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor/Employers on projects other than the Project.

(2) Any employee who participates in or encourages any activity prohibited by paragraph (1) may be subject to disciplinary action, up to and including discharge, and if
justifiably discharged for such activity, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

(3) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

(4) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a Construction Contract for work covered under this Agreement and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor/Employer on such contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor/Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees who perform work on the project during the hiatus period, within seven (7) days after the effective date of the new or modified Master Agreement.

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

(1) A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or, William Riker, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to WETA and the party alleged to be in violation and to the Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, WETA will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator’s discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend such hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Section 4.1 of this Article has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award.

(5) The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or certified or registered mail upon issuance. If the Arbitrator determines that a violation of this Article has occurred, the Arbitrator shall assess liquidated damages against the violating party in the amount of five thousand dollars ($5,000) per day for each day or portion thereof that the violation occurs. In addition, the Arbitrator shall retain jurisdiction to determine compliance with this Article and to establish the appropriate sum of damages for any failure to comply with his Order, which shall not be less than one thousand dollars ($1,000.00) or more than fifteen thousand dollars ($15,000.00) for each shift.

(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) Any rights created by statute or law governing arbitration proceedings that are inconsistent with the above procedure, or which interfere with compliance with such procedures, are waived by the parties, to the extent such rights are waivable under applicable law.

(8) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V

PRECONSTRUCTION CONFERENCE

5.1 A preconstruction conference shall be held prior to the commencement of each construction phase. Such conference shall be attended by a representative each from the participating Contractor/Employers and Union(s) and the Project Manager. Each Contractor/Employer shall disclose and discuss its work/craft assignment plan at this conference.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII

UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for work on a Construction Contract or
the Project. However, any employee who is a member of a Union, at the time he or she is referred by the Union for work on a Construction Contract pursuant to Article 8 hereof, shall maintain that membership in good standing while employed on such Construction Contract.

7.3 The Contractor/Employers shall require all employees who work on a Construction Contract on or before eight days of consecutive or cumulative employment on the Project to comply with the applicable Union’s security provisions for the period of time they are performing work on the Project, which requirement shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

7.4 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project, to the extent permitted by applicable law and provided it is not disruptive to the work of the Projects or the operations of the Contractor/Employer or WETA.

ARTICLE VIII
REFERRAL

8.1 The Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, 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 State or Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has his/her own Core workforce, the Contractor/Employer(s) may request by name, and the Union shall honor, referral of Core Workers who have the following qualifications, as provided through appropriate documentation to WETA and the Council:
(a) Possession of any license required by state or federal law for the Project work to be performed;
(b) Employment by the Contractor/Employer for at least thirty (30) out of the ninety (90) calendar days prior to the contract award; and
(c) The ability to perform safely the basic functions of the applicable trade.

8.3.1 The Union will refer to such Contractor/Employer(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Core Workers and shall repeat the process, one and one, until such Contractor/Employer(s) crew requirements are met or until such Contractor has hired five (5) Core Workers, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

8.3.2 For the duration of the Contractor/Employer(s)' work, the ratio shall be maintained and when the Contractor/Employer(s)' workforce is reduced, employees shall be reduced in a consistent manner as was applied in the initial hiring.

8.3.3 Contractor/Employer(s) signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such Contractor/Employer(s), except the provisions regarding the use of Core Workers.

8.4 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.
8.5 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s).

ARTICLE IX
BENEFITS

9.1 All Contractor/Employers agree that all employees covered by this Agreement will be classified on the basis of work performed and will be paid hourly wage rates for hours worked on the Project in compliance with the applicable prevailing wage rate determinations for those classifications established pursuant to applicable law, as such rate may be adjusted over time under applicable law; provided that those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay wage rates in accordance with such Master Agreements.

9.2 All Contractor/Employers agree to pay contributions to Trust Agreements that are the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.3 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. WETA shall not be liable for determining the level of contributions, deductions or payments for benefits in connection with any such Trust Funds or be liable for or required to make any contributions, deductions or payments to any such Trust Fund, nor shall WETA otherwise have any contractual, financial or other obligation in connection with any such Trust Agreement or Trust Fund.
9.4 Holidays shall be established as set forth in the applicable Schedule A.

ARTICLE X
EMPLOYEE GRIEVANCE PROCEDURE

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause or other applicable grounds set forth in the Master Agreement for the craft involved.

ARTICLE XI
COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employer(s) on the Project. WETA shall monitor compliance with the prevailing wage requirements of the state, and the Contractors/Employers’ compliance with this Agreement.

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes relating to the interpretation or application of this Agreement (other than disputes covered under
Article IV and Article XIII of this Agreement) shall be subject to resolution by the Grievance arbitration procedures set forth herein.

12.2 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 12.2 may be extended by mutual written agreement of the parties.

12.3 Grievances shall be settled according to the following procedures:

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

   Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor/Employer involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor/Employer. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within five (5) business days to the Business Manager(s) of the affect Union(s) involved, the Manager of Labor Relations of the Contractor/Employer involved or the Manager’s designated representative, and the Project Manager for discussion and resolution.

   Step 3: If the grievance is not settled in Step 2, either party may request the dispute be submitted to arbitration pursuant to Section 12.4, or the time for settlement may be extended by mutual consent of both parties.

12.4 Within five (5) business days after referral of a dispute to arbitration, the parties to the dispute shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties are unable to agree on an arbitrator, either party may request the Federal
Mediation and Conciliation Services (FMCS) to provide a list of five (5) arbitrators experienced in the type of dispute involved. The parties shall, within five (5) days after receipt of such list, determine by lot the order of striking names, and thereafter each shall, in that order, alternatively strike one name until only one arbitrator remains. That individual shall serve as the Arbitrator for the resolution of the grievance involved.

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator.

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

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

ARTICLE XIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.
13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor/Employer(s) parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor/Employers and Unions parties to this Agreement.

13.3 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the Napa-Solano Building & Construction Trades Council. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer’s assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor/Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and WETA will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor/Employers may be held together.

**ARTICLE XIV**

**APPRENTICES**

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall 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.

14.2 The Apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.
14.3 There shall be no restrictions on the utilization of Apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XV
MANAGEMENT RIGHTS

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

15.2 The Contractor/Employer(s) may use the most efficient methods or techniques of construction, tools, or other labor saving devices to accomplish Project work. There shall be no limit on production by workers or restriction on the full use of tools or equipment, nor any restriction on efficient use of manpower other than as may be required by applicable safety regulations.

15.3 The Contractor/Employer(s) shall be the sole judge of the number and classification of employees required to perform the work covered by this Agreement, and shall have the sole right to hire, promote, suspend, discharge, or layoff employees at their discretion and to reject any applicant for employment, subject to the provisions of the Master Agreement for the craft involved.

15.4 The Contractor/Employer(s) shall have the right to award subcontracts to the lowest responsive and responsible bidder or the most qualified/highest ranked firm, in accordance with the applicable Master Agreement for the craft involved.

ARTICLE XVI
HELMETS TO HARDHATS
16.1 The Contractor/Employers and the Unions 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/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “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.

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

**ARTICLE XVII**

**DRUG & ALCOHOL TESTING**

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day are prohibited.

17.2 The Contractor/Employer(s) and the Unions agree to recognize and use the Substance Abuse Program contained in each applicable Master Agreement.

**ARTICLE XVIII**

**SAVINGS CLAUSE**

18.1 The parties hereto agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead,
an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins WETA from complying with all or part of its provisions and WETA accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

18.4 This Agreement shall not be applicable where prohibited by Presidential Executive Order, Federal or State law, or where the application would be inconsistent with the terms and conditions of any grant, loan, or contract with any Federal or State agency or with the instructions or directions of an authorized representative of a Federal or State agency regarding the requirements of any such grant, loan, or contract.

ARTICLE XIX
TERM

19.1 This Agreement shall be included in the Bid/Proposal Documents as a condition of the award of construction contracts for the Project.

19.2 This Agreement shall continue in full force and effect until the completion of the Project.

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY
By: _______________________________ Date: _______________________________

NAPA-SOLANO BUILDING & CONSTRUCTION TRADES COUNCIL
By: _______________________________ Date: _______________________________
SIGNATORY UNIONS:

<table>
<thead>
<tr>
<th>Boilermakers Local #549</th>
<th>Bricklayers &amp; Allied Trades Crafts Local #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters #46 Northern California Counties Conference Board</td>
<td>Cement Masons and Plasterers Local #300</td>
</tr>
<tr>
<td>Cement Masons and Plasters Local #400</td>
<td>District Council #16 Int’l Union of Painters and Allied Trades</td>
</tr>
<tr>
<td>Electrical Workers Local #180</td>
<td>Iron Workers Local #378</td>
</tr>
<tr>
<td>Insulator’s Workers Local #16</td>
<td>Northern California District Council of Laborers</td>
</tr>
<tr>
<td>Operating Engineers Local #3</td>
<td>Plumbers &amp; Steamfitters Local #343</td>
</tr>
<tr>
<td>Roofers &amp; Waterproofers Local #81</td>
<td>Sheetmetal Workers Local #104</td>
</tr>
<tr>
<td>Sprinklerfitters Local #483</td>
<td>Teamsters Local #315</td>
</tr>
<tr>
<td>Utility/Landscape Local #355</td>
<td></td>
</tr>
</tbody>
</table>
ADDENDUM A

LETTER OF ASSENT

[Date]
[Addressee]
[Address]
[City and State]

Re: WETA North Bay Maintenance and Operations Facility Project
    Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. __________:

The undersigned party confirms that it agrees and assents to comply with and be bound by the WETA North Bay Maintenance and Operations Facility Project, Project Labor Agreement (Agreement) as the Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

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

Such assent and obligation comply with and be bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned party on the WETA North Bay Maintenance and Operations Facility Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.
CONTRACTOR/SUBCONTRACTOR:

California State License Number: ________________________________

Name and Signature of Authorized Person:

________________________________________
(Print Name)

________________________________________
(Title)

________________________________________
(Signature)

________________________________________
(Telephone Number)