

## Special Meeting: East Bay Bus Rapid Transit Policy Steering Committee



### AGENDA

**Monday, September 30, 2013**  
**1:00 p.m.**

2<sup>nd</sup> Floor Board Room  
1600 Franklin Street  
Oakland, CA 94612

#### **Teleconference:**

Director Mark Williams  
Essex Inn  
800 South Michigan Avenue, Room 605  
Chicago, IL 60605

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#### **PSC Members:**

##### ***AC Transit Board:***

Director Elsa Ortiz, Chair  
President Greg Harper  
Director Mark Williams

##### ***Alameda County (Ex Officio):***

Supervisor Nate Miley

##### ***Metropolitan Transportation commission/Caltrans:***

District Director Bijan Sartipi

##### ***City of Oakland:***

Councilmember Noel Gallo  
Councilmember Rebecca Kaplan

##### ***City of San Leandro:***

Vice Mayor Michael Gregory  
Councilmember Pauline Cutter

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1. Roll Call
  2. Public Comment
  3. Chair's Report and pertinent actions of the AC Transit Board.
  4. Consider approving the East Bay Bus Rapid Transit Policy Steering Committee minutes of May 17, 2013.
  5. Report regarding the draft Construction Careers Policy and draft Project Labor Agreement.  
(Review and Comment)
  6. Report regarding possible locations for the Bus Rapid Transit Community Outreach Center.  
(Review and Comment)
  7. Discussion regarding the creation of an ad hoc committee to advise and make suggestions regarding community outreach [Requested by Councilmember Gregory]. (verbal)
  8. Update regarding the project budget and schedule. (verbal)
  9. Discussion regarding the regular meeting schedule and the date and time of the next meeting.

## 10. Future Agenda Items

## 11. Adjournment

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### **Pending List of Future Agenda Items:**

- Councilmember Kaplan requested updated graphic depictions of the project and new publicity materials which reflected the concept of dual-door buses. Requested on 9/16/2011.
- Councilmember Kaplan requested that Pedestrian Safety be a regular topic on the agenda once the committee starts meeting more regularly. She suggested that future discussion include ways the project will enhance pedestrian safety, including lighting improvements around bus shelters as well as level boarding and perhaps guided docking. Requested on 5/20/2011.
- Councilmember Kaplan requested Information about the use of the BRT lane for emergency vehicles. Requested on 5/20/2011.
- Councilmember Kaplan requested an update on the road paving aspects of the project and expectations. Requested on 5/20/2011.
- Councilmember Kaplan requested new publicity materials which reflect the concept of dual-door buses. Requested on 1/20/2012.
- Councilmember Kaplan requested a discussion of marketing and outreach.
- Councilmember Kaplan requested an update on the parking mitigation plan and a follow-up report on the public art component and whether art can be on the community outreach center. Requested on 5/17/13.
- Councilmember Cutter requested an In-depth review of the project budget. Requested on 5/17/13.



## **Special Meeting: East Bay Bus Rapid Transit Policy Steering Committee**

### **MINUTES**

**Friday, May 17, 2013**  
**3:00 pm**

2<sup>nd</sup> Floor Board Room  
1600 Franklin Street  
Oakland, CA 94612

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#### **PSC Members:**

##### ***AC Transit Board:***

Director Elsa Ortiz, Chair  
President Greg Harper  
Director Mark Williams

##### ***Alameda County (Ex Officio):***

Supervisor Nate Miley

##### ***Metropolitan Transportation commission/Caltrans:***

District Director Bijan Sartipi

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##### ***City of Oakland:***

Councilmember Noel Gallo  
Councilmember Rebecca Kaplan

##### ***City of San Leandro:***

Vice Mayor Michael Gregory  
Councilmember Pauline Cutter

**The East Bay Bus Rapid Transit Policy Steering Committee held a special meeting on Friday, May 17, 2013. The meeting was called to order at 3:03 p.m. with Chair Ortiz Presiding.**

### **1. Roll Call**

#### **Committee Members Present:**

President Elsa Ortiz  
Director Greg Harper  
Vice Mayor Michael Gregory  
Councilmember Pauline Cutter  
Councilmember Noel Gallo  
Councilmember Rebecca Kaplan

#### **Committee Members Absent:**

Supervisor Nate Miley  
Caltrans District Director Bijan Sartipi  
Director Mark Williams

#### **AC Transit Staff Present:**

District Secretary Linda Nemeroff  
Director of BRT David Wilkins  
General Counsel David Wolf

### **2. Public Comment**

There was no public comment offered.

### **3. Introduction of new Committee member**

Chair Ortiz welcomed Councilmember Noel Gallo as the City of Oakland's newly appointed representative to the Committee.

**4. Chair's Report & Pertinent Actions of the AC Transit Board *Presented by Elsa Ortiz***

Chair Ortiz reported on the following actions which had taken place since the last committee meeting:

- Completion of the draft Preliminary Engineering Report for review by the cities of Oakland and San Leandro as well as Caltrans;
- Parking and business impact mitigations;
- Plan for a public art component of the project;
- Plan for a BRT Community Outreach Center; and
- Upcoming work on the final design phase of the project.

**5. Approval of the minutes from February 15, 2013.**

**MOTION: KAPLAN/GREGORY to approve the minutes as presented (5-0-1-3).**

Ayes: Members Kaplan, Gregory, Harper, Cutter, Ortiz - 5

Noes: None – 0

Abstain: Member Gallo – 1

Absent: Members Miley, Sartipi, Williams - 3

***Consideration Items: (Presented by AC Transit Staff)***

**6. PSC Quarterly Status Report/BRT Project Report**

***[A PowerPoint Presentation for Items 5.1 through 5.7 is incorporated into file by reference. A project-wide map for the BRT line was distributed at the meeting for the Committee's information.]***

**6.1. Project Status**

Director of BRT David Wilkins provided an overview of the project status, noting that the Preliminary Engineering report package had been submitted to agency partners for review. The package includes the Business Impact Mitigation Plan, the Off Street Parking Lot Site Selection Memorandum and the Baseline Cost Estimate. He also said that final design activities were expected to be completed in the spring of 2014 and that early construction activities, including utility relocations and the development of the parking lot and traffic improvement requirements, would begin in early 2014.

**6.2 Project Budget**

Mr. Wilkins provided a summary of the project budget and Preliminary Engineering Baseline Cost Estimates as of May 2013.

Councilmember Kaplan requested copies of the Business Impact Mitigation Plan, the Off Street Parking Lot Site Selection Memorandum and the Baseline Cost Estimate referenced in the budget. Staff to provide copies of the documents to the Committee.

Councilmember Kaplan asked why the budget for the Right-of-Way/Real Estate line item had been reduced by \$6 million and who had authorized it, noting that this was the one element that could derail the entire project. Mr. Wilkins advised that the initial cost estimate for real estate was developed before appraisal information was available and



was based on a larger number of lots, which, as a result of the Preliminary Engineering process, were now better defined.

Councilmember Kaplan stated that parking mitigation was the greatest focus of public concern and remained an unresolved issue. She expressed further concern that the reduction in the budget for parking mitigations was done without the approval of the AC Transit Board or any public input. Mr. Wilkins advised that the budget was not final and wouldn't be until the policy making bodies had an opportunity to weigh in. She added that the change in the budget was a problem considering the promises that were made and the need for the project to be done as promised.

President Harper commented that the real issue was at what point any of the numbers have meaning. He also said that contingency in construction projects is supposed to go down as the project progresses and more information is available about the cost.

Councilmember Cutter commented that if there wasn't going to be enough money to do the things that helped sell the project to the community, then the station design should be looked at again and adjustments made so the promises to the communities are kept.

Mr. Wilkins reported on staff's efforts concerning parking mitigations, which included:

- An evaluation of parking displacement in the Elmhurst, Fruitvale and the San Antonio District and identification of lots;
- Identification of candidate lots to mitigate the loss of on street parking along the corridor;
- Recent work done over the last few months to refine the roadway alignment and station locations; and
- Continued work in developing the requirements to address parking loss based on new information.

He added that the initial figure for parking mitigation did not include recent information on the roadway alignment, the station locations, or the design work done over the past couple of months. He added that one of the biggest reasons for the reduction in cost was because the appraisals were 5 or 6 times less than originally estimated. He also said that candidate sites were being reappraised to obtain current information and that the cost could change again based on the revised parking analysis that staff is currently working on.

Councilmember Cutter requested maps identifying where the parking sites are located.

### 6.3 Construction Contract Packages

Mr. Wilkins advised that three design and construction packages were in development and outlined them for the committee.

### 6.4. Parking and Business Impact Mitigation

Mr. Wilkins reported that letters of interest were sent to property owners of candidate parking and traffic mitigation sites in Fruitvale and Elmhurst. He added that mitigation measures had been developed for parking and business impacts to selected merchants in San Antonio and that the Business Impact Mitigation Plan developed by the District was

under review by city staff. The Off-Street Parking Site Selection Memo is under review by city staff.

Chair Ortiz commented that she wanted to make sure staff was working with Oakland City staff on all of the issues.

#### 6.5. Community Outreach

Mr. Wilkins reported that there would be a kick off meeting for the final design phase at the CalTrans Auditorium on May 31, 2013.

Councilmember Kaplan questioned why there would be a kick-off for the final design before the preliminary design was approved. Mr. Wilkins reported that some of the final design tasks had started and that it was a symbolic measure to mark the transition. He said that having the event doesn't mean that preliminary engineering is approved, but marked a transition from one phase to another and would also serve as an informational update.

Mr. Wilkins also reported that follow-up meetings with city councilmembers would be scheduled in early June and another contract and transit careers opportunity workshop was scheduled for July. An overview of new informational materials was also provided.

Councilmember Gallo said that he did not support a final design kick-off event, adding that if changes were made to the project that which were different from what was told to the public, staff should go back to the community and inform them of what changed. President Harper suggested that instead of having a kick-off event, staff have a community input meeting instead.

Chair Ortiz asked if the fact sheet would be available in multiple languages to which Mr. Wilkins advised that multilingual information would be produced.

#### 6.6. Third-Party Agreements

Mr. Wilkins provided an overview of third party agreements with Caltrans, Oakland, and San Leandro.

#### 6.7. Consideration Items:

- Community Outreach Center

Mr. Wilkins provided any overview of the concept for a community outreach center.

President Harper commented that it was handy to have the outreach center/project office in place throughout the construction period.

Councilmember Kaplan liked the concept and suggested that the center have a permanent presence in the corridor to sell passes and provide ridership information. She also asked if the location, budget, etc. would come back to the committee, cities, etc. for review. Mr. Wilkins advised that staff would look at all of the recommendations and was exploring the possibility that the center evolve into a customer service center.

Councilmember Cutter asked how the center would be funded. Mr. Wilkins advised that, initially, project funds would be used for the lease and operation. In the long term, he speculated that ongoing costs after the project concluded would come from the District's operating budget.

Councilmember Cutter also said that the location needed to be situated in a safe area. Councilmember Gallo concurred, noting that in order for the project to be successful, people would need to feel comfortable along the whole corridor. Mr. Wilkins reported that the BRT would have stations with platforms equipped with security cameras, special lighting, improved lighting at intersections and crosswalks, real time arrival signage, 5-minute headways, and were proposed to have armed security (both vehicular and foot patrols). He added that these elements should help improve the level of security that individual business owners would normally see along the corridor and provide for a more secure transit experience. Councilmember Gallo suggested that these features be highlighted for customers.

- Artistic Enhancement Program

Mr. Wilkins advised that a public art component was a federal requirement for the project and that Requests For Qualifications (RFQ) would be issued for the selection of a lead artist and to establish a pool of qualified artists. He added that the RFQs were in development and solicited feedback from committee members on the art program.

Director Ortiz asked if it was a federal requirement to solicit artists nationwide to which Mr. Wilkins advised that it was.

Councilmember Kaplan noted that she didn't see this item included in the budget and wanted to know how much money had been set aside for art. Mr. Wilkins advised that the art program was a part of the detailed budget and that 5% of eligible construction dollars had been set aside for art (approximately \$1.5 million).

Councilmember Kaplan was interested in the kind of art that could be displayed and where. Mr. Wilkins called upon the public art consultant, Helene Freid, to address the question. Ms. Freid reported that four design elements had been identified for the stations which included the upper windscreen, lower windscreen, custom railing and canopy (roof panels). She added that the artists will create original works of art that will be integrated within the design of the stations.

Councilmember Kaplan suggested murals on the walls in the area of the BRT, lighting-based art forms, and artwork that help identify neighborhoods. Ms. Freid advised that the funding could only be used for art that was integrated within the design of the station, not surrounding areas. She added that due to the Americans with Disabilities Act requirements and other considerations, the opportunities for art were very limited. She went on further to say the art had to be durable with low, or almost no maintenance.

President Harper was disappointed that there wasn't more flexibility in how the funds for artwork were spent, noting that it would nice to have an iconic sculpture to mark

the BRT at the border of San Leandro and Oakland. He also suggested that a joint committee of the cities handle the art component.

Ms. Fried advised that staff had spent the last four months working with Oakland and San Leandro, noting that Oakland has a public art ordinance, an advisory committee and a dedicated public art staff. She also said that the existing plan was shaped by the Public Art Advisory Committee which was also presented to the San Leandro City Council. She went on further to say that the plan was very much shaped by the affected stakeholders.

Councilmember Kaplan inquired about naming rights for the project. She said that the fact this issue had not been addressed could impact the public art if not properly coordinated. Mr. Wilkins advised that staff was currently exploring the station sponsorship issue and did not have enough information to bring back to the committee. Councilmember Kaplan also questioned the federal law regarding public art, noting her understanding that the art could go on *elements* of the project. Ms. Freid clarified that MAP-21 requires any artistic enhancement to be integrated within the design, and does not include murals or other art at a nearby site.

#### **7. Schedule Date and Time of Next Meeting**

The next meeting is scheduled for Friday, September 20th, 2013, at 3:00 p.m.

#### **8. Future Agenda Items**

Councilmember Cutter requested a more in-depth review of the project budget.

Councilmember Kaplan requested an update on the parking mitigation plan and a follow-up report on the public art component and whether art can be on the community outreach center.

#### **9. Adjournment**

There being no further business to come before the committee, the meeting adjourned at 4:10 p.m.

Respectfully submitted,



Linda A. Nemeroff  
District Secretary



Meeting Date: September 30, 2013

East Bay Bus Rapid Transit Policy Steering Committee

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## STAFF REPORT

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**TO:** Members of the Bus Rapid Transit Policy Steering Committee

**FROM:** David Armijo, General Manager

**SUBJECT:** Project Labor Agreement and Construction Careers Policy

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**RECOMMENDED ACTION(S):**

Review and comment on this report and the draft Construction Careers Policy and draft project labor agreement.

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**BACKGROUND/DISCUSSION:**

As the Bus Rapid Transit Project (BRT or Project) moves toward construction, Board members and area stakeholders have expressed interest in employment and training policies for the Project. On June 27, 2012, the Board adopted Resolution No. 12-035 reconfirming the District's commitment to negotiate a Project Labor Agreement (PLA) for the Project. The Resolution was adopted, in part, to ensure that the Project provided a wide range of opportunities for workers to receive employment and training toward long-term construction careers by developing targeted employment and training approaches within the confines of applicable laws.

Since the adoption of Resolution No. 12-035, staff has been exploring how best to accomplish the above direction and has held extensive discussions with stakeholders who have expressed interest in these issues. Staff has negotiated a draft PLA with the Alameda County Building Trades Council, and has developed a Construction Careers Policy for the Project, building on nationwide best practices and input from many stakeholders. The PLA and Construction Careers Policy are now being presented to the Policy Steering Committee for review and discussion.

The Project Labor Agreement and the Construction Careers Policy are closely connected; together, they will set terms of hiring practices on the Project, with each document clarifying the responsibilities of different parties. They have been developed in conjunction, and are jointly being presented to the Policy Steering Committee and likely in the same manner to the District's Board.

The documents have been developed with an attention to all requirements of federal funding and each document, contain a requirement of modification of any provision that comes into question by federal funding sources.

## **Project Labor Agreement**

The attached version of the Project Labor Agreement is the result of eight negotiation sessions between District staff and representatives of the Alameda County Building Trades Council, with the participation and assistance of the District's Special Counsel retained for this purpose. The Project Labor Agreement:

- requires labor peace commitments from unions and contractors, ensuring that labor disruption will not delay the project or drive up costs;
- allows participation from union and nonunion contractors;
- applies to all construction work on the project except for an exempted portion of up to \$5 million, available to certified Disadvantaged Business Enterprises;
- contains commitments by the unions to facilitate contractor compliance with the terms of the Construction Careers Policy; and
- contains a system for prompt and binding resolution of grievances between unions and contractors.

The text of the attached PLA was developed based on established models used successfully by other public entities in Alameda County, and on other large transportation projects in the Bay Area and around the state. It was designed to be fully compatible with, and to facilitate compliance with, the Construction Careers Policy and the District's Disadvantaged Business Enterprise (DBE) program. The attached draft is undergoing review by all parties and their legal counsel, and has not yet been presented to the District's Board. We expect to finalize terms in time for presentation to the District Board in October.

## **Construction Careers Policy**

The BRT Project has been approved by the cities of Oakland and San Leandro, and the development of construction plans is moving toward completion, with construction scheduled to commence in early 2014. Significant progress on the development of the BRT Project, expressions of interest from Board members and stakeholders, and the Board's adoption of Resolution No. 12-035 have provided the impetus for staff's development of the attached draft Construction Careers Policy (the "Policy") for the Committee's review and comment and for Board's consideration. The Policy is modeled on the one adopted by the Los Angeles County Metropolitan Transportation Authority, as permitted by FTA for use on the Authority's FTA-funded capital projects; several modifications to the Los Angeles approach have been made pursuant to discussions with key stakeholders and expert resources and input from District staff and the Office of the General Counsel.

If adopted, the Policy would: (i) establish a voluntary local employment program, targeting 50% of all work hours to local residents, on a voluntary basis; (ii) establish a well-developed implementation and enforcement system for the federal government's hiring requirements for minorities and women, pursuant to U.S. Executive Order 11246; (iii) target 25% of hours worked by apprentices to "disadvantaged workers."

A disadvantaged worker is defined as one who faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) having a criminal record or other criminal justice system involvement; (5) suffering from chronic unemployment; (6) emancipated from the foster care system; or (7) being a veteran of the U.S. military.

The Policy also contains a requirement that prime contractors sponsor a specified number of disadvantaged workers as new apprentices. Also included are several components aimed at smooth implementation, including designation of established referral sources to assist contractors with compliance, and development of “Employment Hiring Plans” for each contractor.

Because of the federal government’s strict enforcement of its prohibition on local hire, AC Transit cannot consider a local hire policy for the Project. The local hiring component of the policy is explicitly made voluntary for contractors. This Policy would serve other goals – primarily, that of targeting opportunities to disadvantaged workers, and to implementing federal construction employment requirements.

#### **ADVANTAGES/DISADVANTAGES:**

**Advantages:** The proposed Project Labor Agreement and Construction Careers Policy will collectively:

- Ensure labor peace during Project construction.
- Assist the District in carrying out the provisions of District’s Resolution No. 12-035.
- Help target employment and training opportunities to disadvantaged workers.
- Assist in implementation of and compliance with requirements of U.S. Executive Order 11246.
- Assist in prompt resolution of disputes between unions and/or employees and contractors during Project construction.
- Help improve public acceptance of the BRT Project, by demonstrating that AC Transit is taking aggressive steps to maximize the public benefits of the project.

**Disadvantages:** The proposed Project Labor Agreement and Construction Careers Policy will:

- Require resources in order to monitor and implement successfully;
- Require BRT Project contractors to revise hiring practices to some degree.



**ATTACHMENTS:**

- 1:** DRAFT Project Labor Agreement
- 2:** DRAFT Construction Careers Policy

**Reviewed by:** David J. Armijo, General Manager  
**Prepared by:** David A. Wolf, General Counsel



***DRAFT – UNDER REVIEW*****PROJECT LABOR AGREEMENT****AC TRANSIT****BUS RAPID TRANSIT PROJECT****PREAMBLE**

This Agreement is made and entered into on the Effective Date, by and between the Alameda-Contra Costa Transit District together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Exhibit "A"), the Building and Construction Trades Council of Alameda County, AFL-CIO and its affiliated local Union(s) signatory hereto.

**RECITALS**

**WHEREAS**, the District, in cooperation with the Federal Transit Administration, proposes to implement the East Bay Bus Rapid Transit project along an approximately 9.5 mile arterial corridor through the cities of Oakland and San Leandro, in Alameda County, California. The Project is designed to provide superior public transit through one of the District's busiest corridors. The BRT service will feature 5-minute headways, light-rail-like bus stations with ADA compliant passenger amenities, Traffic Signal Priority (TSP) for advancing buses through signalized intersections along arterials, dedicated bus lanes, and improved lighting and pedestrian facilities. Progressing from north to south, the proposed route starts in downtown Oakland at the 20th Street Transit center, then turns south on Broadway in mixed traffic as far as 11th and 12th Streets. A one-way couplet of exclusive bus lanes on 11th and 12th continues to Lake Merritt, where the buses continue in mixed flow to East 12th Street and International Boulevard. Another couplet of exclusive one-way bus lanes continues on East 12th Street and International Boulevard as far as 14th Avenue. From this location, the BRT continues as two lanes in the median of International Boulevard to the San Leandro City Line. From this point on, the street name is East 14th Street as the route turns east onto Davis Street, terminating at the San Leandro Bay Area Rapid Transit (BART) station. The preliminary estimated capital cost for the total project is \$177.9 million (in year of construction dollars); approximately \$102 million is for construction. The proposed funding sources for this project are from the Federal Transit Administration Section 5309 Small Starts and Section 5309 bus and bus facilities programs, Regional Measure 2 (Bridge Tolls), Alameda County Measure B (Sales Tax), and State Transportation Improvement Plan (STIP) funding through the Alameda County Transportation Commission (Alameda

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CTC) Transportation Improvement Program (TIP). The Project is subject to change, adequate funding, and continued support/approval of the District as well as the cities of Oakland and San Leandro.

**WHEREAS**, The Bus Rapid Transit Project is a large, complex, multi-craft, and long-term project, for which a project labor agreement would advance the parties' mutual interests, including the District's proprietary interests; and

**WHEREAS**, the Contractor(s) will be engaged in construction of the Project; and

**WHEREAS**, a skilled labor pool represented by the Union(s) will be required to complete the work involved; and

**WHEREAS**, the Union(s) and the District wish to insure labor peace for the Project, and avoidance of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where contractors that are not signatory to collective bargaining agreements are supervising employees; and

**WHEREAS**, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union(s) and non-Union(s) workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

**WHEREAS**, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

**WHEREAS**, the District desires to provide construction training and employment opportunities through apprentice and pre-apprentice programs; and

**WHEREAS**, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and insure timely completion of the Project; and

**WHEREAS**, the parties wish to advance the goals of Project Employment Requirements on the Project; and

**WHEREAS**, the parties desire mutually to establish and stabilize wages, hours and working conditions for the employees employed on the Project by Contractor(s), and to further encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement

**NOW THEREFORE**, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:



***DRAFT – UNDER REVIEW*****ARTICLE 1.      DEFINITIONS**

The following capitalized terms shall have the following meaning in this Agreement. All terms include both the singular and plural form.

- 1.1. "Agreement" means this Project Labor Agreement, including all Addenda.
- 1.2. "Construction Contract" means a contract for performance of Covered Work.
- 1.3. "Council" means the Building and Construction Trades Council of Alameda County, AFL-CIO.
- 1.4. "Contractor(s)" means any individual, firm, partnership or combination thereof, including joint ventures, that is an independent business enterprise and that has entered into a Construction Contract. This definition includes both prime contractors and subcontractors of any tier. "Contractor(s)" does not include an entity performing only work that is excluded from Covered Work pursuant to Article 18.
- 1.5. "Covered Work" means the work performed as part of the Project and as described in Article 3, except as specifically excluded under Article 18.
- 1.6. "District" means the Alameda-Contra Costa Transit District.
- 1.7. "Federal Targeted Worker" shall mean an individual targeted for employment opportunities pursuant to United States Executive Order 11246, which is applicable to the Project.
- 1.8. "General Contractor(s)" means any contractor awarded a Construction Contract directly by the District.
- 1.9. "Joint Administrative Committee" means the six-person committee established by the District and the Union(s), with such authority and duties as set forth in this Agreement.
- 1.10. "Local Resident" shall mean an individual domiciled in either Alameda or Contra Costa County.
- 1.11. "Master Labor Agreement" or "MLA" means the Master Collective Bargaining Agreement of a Union(s); such agreements are incorporated herein by reference, a current copy of which shall be provided to the District by each Union(s) upon request by the District to the Council, and kept on file with the District.

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- 1.12. "Pre-Job Conference" means the meeting described in Article 8.
- 1.13. "Project" means any work performed in furtherance the Bus Rapid Transit Project as described in the "Record of Decision on the East Bay Bus Rapid Transit Project in Alameda County, California," issued by the Federal Transit Administration on June 8, 2012, including attachments (the "ROD"). The District and the Council may mutually agree in writing to add additional components to the Project's scope of work to be covered under this Agreement. The District reserves the right to determine whether or not to proceed with components or portions of the Project as described in the ROD; all Project components as described in the ROD that are actually constructed shall fall within the scope of this definition.
- 1.14. "Project Employment Requirements" means the District's Construction Careers Policy and any targeted employment requirements applicable to the Project pursuant to funding sources, including the goals for employment of minorities and women established pursuant to U.S. Executive Order 11246.
- 1.15. "Targeted Worker" means an individual in a category of worker targeted by Project Employment Requirements, as defined therein.
- 1.16. "Union(s)" means the Building and Construction Trades Council of Alameda County, AFL-CIO and any affiliated labor organization signatory to this Agreement, each 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.

**ARTICLE 2.            PURPOSE**

- 2.1. The purposes of this Agreement are to promote efficient construction operations for the Project, to ensure an adequate supply of skilled craftspersons, to provide for labor-management peace and an efficient, expedited, effective and binding procedure for settling labor disputes without labor disruption or lockouts, and to facilitate implementation of the Project Employment Requirements. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance, and satisfaction.
- 2.2. It is the intent of the parties to set out uniform and fair working conditions for the efficient and economical completion of the Project,



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maintain harmonious labor/management relations, and eliminate strikes, lockouts and other delays.

- 2.3. Parties to this Agreement acknowledge and agree that the terms of the Project Employment Requirements, which govern all construction work on the Project, advance the public interest and the policy goals of the District in the expenditure of public funds. It is the belief and intent of the parties that this Agreement facilitates and advances the purposes of the Project Employment Requirements, in addition to having the other benefits and achieving the other purposes described herein.
- 2.4. The construction to take place under this Agreement involves special circumstances that dictate the need for parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the communities it serves. The parties agree that, with multiple Contractor(s) and crafts performing Project Work on multiple sites over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation and with an overriding commitment to maintain the continuity of Project Work.

**ARTICLE 3.            SCOPE OF AGREEMENT**

- 3.1. District will apply this Agreement as a contract specification of all Construction Contracts as specifically defined herein. This Agreement shall apply only to construction/craft employees working for this Project represented by the Union(s) signatory hereto.
- 3.2. Covered Work: This Agreement applies to all work in furtherance of the Project and within a craft jurisdiction as described in an MLA. Such work includes, but is not limited to: all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities, including landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, and modular furniture installation. Such 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. This work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published. Such work includes:

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- 3.2.1.** This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed within six months after final notice of completion. With regard to wholly prefabricated components, this Agreement shall apply to repairs of installation of any such components, but shall not apply to repair of preexisting or intrinsic defects in such components themselves.
- 3.2.2.** This Agreement covers all on-site fabrication work over which the District or Contractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project. Additionally, it is agreed hereby that this Agreement covers traditional off-site work, including fabrication necessary for the Project defined herein, that is covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 3.2.3.** The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction building material delivery truckers, trucking companies and trucking brokers, performing construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law, or by prevailing wage determinations of the California Department of Industrial Relations.
- 3.3.** Work covered under this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union(s) of Elevator Constructors except that Articles IV and XIII of this 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 this 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 6, 7, 12, and 14 of this Agreement shall prevail and be applied to such work.
- 3.4.** The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement, unless otherwise required by terms of a



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preexisting written warranty applicable to purchased equipment. The issue of whether a preexisting written warranty with conflicting terms is applicable to purchased equipment shall be subject to the grievance and arbitration clause in Article 12 of this Agreement.

- 3.5. After installation by the Contractor(s) and upon the issuance of a notice of substantial completion, final completion or formal acceptance of a portion of the project or a building system of the Project, it is understood, the District reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with employees of the District. If required, the service representative may make a final check and may direct workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.
- 3.6. It is expressly agreed and understood by the parties hereto that the District shall have the right to purchase material and equipment from any source, except where limited by this Agreement, and the craftspersons will handle and install such material and equipment as described herein.
- 3.7. Exclusions: Without limiting the foregoing, items specifically excluded from the scope of this Agreement are:
- 3.7.1. The Agreement is not intended to, and shall not affect or govern the award of public works contracts that are awarded by the District but are not within the scope of the Project;
- 3.7.2. The Agreement shall not apply to a Contractor(s)'s non-construction employees or employees performing professional or support services, including but not limited to: executives, managerial employees, engineering employees and supervisors above the level of general foreman, construction managers or project managers employed by or on contract with the District, staff engineers or other professional engineers, laboratory technicians, licensed architects, administrative and management employees, drafters, timekeepers, messengers, security guards (except those covered by existing MLAs);
- 3.7.3. Any work undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors; and/or by the District or its contractors for work that is not part of the scope of the Project;
- 3.7.4. Off-site maintenance of leased equipment and on-site supervision of such work;

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3.7.5. All work by employees of District contractors involving general maintenance and/or repair and/or cleaning work, except as covered by this Agreement and within the scope of the Project; and

3.7.6. All work by employees of the District.

**ARTICLE 4. EFFECT OF AGREEMENT**

- 4.1. The Agreement shall apply and is limited to all Contractor(s), the District, and the Union(s). It is recognized by the parties to this Agreement that the Contractor(s) are acting only on behalf of said Contractor(s), and said Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District. Further, it is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Agreement, neither the District nor the Contractor(s) will be obligated to sign any local, area or national agreement, or MLA, with any signatory Union(s) hereto.
- 4.2. By executing the Agreement, the Union(s) and the District agree to be bound by each and all of the provisions of the Agreement, including all Addenda. The District is an owner of the Project, but shall not be considered an employer or joint employer for any work covered by this Agreement, and, with regard to its employment practices, is not bound by provisions of this Agreement applicable to Contractor(s).
- 4.3. The provisions of this Agreement, including the MLAs, 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 MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of an MLA and is not covered by this Agreement, the provisions of the MLA shall prevail.
- 4.4. The District will apply this Agreement as a contract specification of all Construction Contracts. By accepting the award of a Construction Contract, each Contractor(s) 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 Agreement To Be Bound in the form attached hereto as Addendum A. If after award of a prime contract, a prime contractor refuses to execute the Agreement To Be Bound, then the District shall not execute or enter into the prime contract with such prime contractor. Lower-tier contractors that refuse to execute the Agreement To Be Bound may not be awarded a Construction Contract by any Contractor(s), and may not participate on the Project.



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Provisions of this Article \_\_ requiring prospective contractors to execute the Agreement to be Bound, and to perform work pursuant to terms of this Agreement, are not applicable where excluded pursuant to Article 18.

- 4.5. At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of any portion of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a Construction Contract 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(s) pursuant to this Agreement may not be evaded by subcontracting.
- 4.6. Each Contractor(s) shall give written notice to the District and the Council, of any subcontract involving the performance of Covered Work within either seven (7) calendar days of entering such subcontract or before such Contractor(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address and the California State License Board license number of the Contractor(s). Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those Contractor(s) listed at the Pre-Job Conference only.

**ARTICLE 5.            RELATIONSHIP BETWEEN PARTIES**

- 5.1. This Agreement shall only be binding on the signatory parties hereto and Contractor(s) having executed the Agreement To Be Bound, and shall not apply to parents, affiliates, other divisions of such entities. This Agreement does not create and does not have the effect of creating any joint employer, single employer or alter-ego status between or among Contractor(s) or between or among any of the parents, affiliates, other divisions of Contractor(s), or other joint or sole ventures of any Contractor(s).
- 5.2. Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between a Union(s) and a Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties of any entity not party to the dispute.
- 5.3. It is mutually agreed by the parties that any liability of a Union(s) shall be several and not joint. Any alleged breach of this Agreement by a

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signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

- 5.4. It is recognized by the parties to this Agreement that the Contractor(s) are acting only on behalf of said Contractor(s), and said Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.
- 5.5. The Council shall assign a representative to this Project for the purpose of assisting Union(s) and Contractor(s), and working with the Joint Administrative Subcommittee, to work toward completion of the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

**ARTICLE 6.            NO STRIKES - NO LOCKOUTS**

- 6.1. The Union(s), District, and Contractor(s) agree that with regard to the Project:
- 6.1.1. Each Union(s) and its officers, members, agents, representatives, employees, and any other person acting on behalf of said Union(s), shall not incite, encourage, condone or participate in any strike, sympathy strike, walkout, slowdown, sit-down, sick-out, boycott, picketing, withholding of labor, interference with work or handbilling encouraging any of the above or informing the public of a labor dispute of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, for any reason, by the Union(s) or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project, and it is expressly agreed that any such action is a violation of this Agreement. Disputes arising between the Union(s) and Contractor(s) on other projects are not governed by the terms of this Agreement or this Article. Any employee or employees inciting, encouraging or participating in any activity in violation of this Article may be subject to discipline up to and including discharge by the relevant Contractor(s).
- 6.1.2. As to employees employed on the Project, there shall be no lockout of any kind by a Contractor(s) with regard to performance of work on the Project. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) acting within terms of the applicable MLA.



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- 6.1.3.** If an MLA expires before the Contractor(s) completes the performance of the Construction Contract and the Union(s) or Contractor(s) gives notice of demands for a new or modified MLA, the Union(s) agrees that it will not engage in any conduct described in Article 7.1.1. of this Agreement and the Union(s) and the Contractor(s) agree that the expired MLA shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union(s) and Contractor(s). If the new or modified MLA provides that any terms of the MLA shall be retroactive, the Contractor(s) agrees to comply with any retroactive terms of the new or modified MLA which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) calendar days of the effective date of the modified MLA.
- 6.1.4.** Withholding employees for failure of a Contractor(s) to tender Trust Fund contributions as required in accordance with Article 18 and/or for failure to meet its weekly payroll is not a violation of this Article 6; however, the Union(s) shall give the affected Contractor(s) and the District written notice seventy-two (72) hours prior to the withholding of employees when failure to tender trust fund contributions has occurred. There shall be one (1) day's notice when failure to meet weekly payroll has occurred or when paychecks are determined to be nonnegotiable by a financial institution normally recognized to honor such paychecks.
- 6.1.5.** Should a Contractor(s) performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement, the Union(s) may request that the General Contractor(s) issue joint checks payable to the Contractor(s) and the appropriate employee benefit Trust Fund(s), on behalf of the employee(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor(s) is delinquent in its fringe benefit contributions to the Trust Funds will provide written notice of the alleged delinquency to the affected Contractor(s), with copies to the General Contractor(s) and the District. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to Contractor(s) delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the MLAs. If a General Contractor(s) is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the General Contractor(s) agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and

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the General Contractor(s) further agrees that the District may issue joint checks to the General Contractor(s) and the Trust Fund(s), on behalf of the employee(s) until the delinquency is satisfied.

6.2. 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:

- 6.2.1. A party invoking this procedure shall notify Thomas Angelo, as the permanent Arbitrator, or, Robert Hirsch, as the alternate Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made pursuant to the process set forth in Section 12.2.2, Step 5 of Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the District and the party alleged to be in violation and to the Council and involved local Union(s) if a Union(s) is alleged to be in violation.
- 6.2.2. Upon receipt of said notice, the District 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.
- 6.2.3. The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.
- 6.2.4. The sole issue at the hearing shall be whether or not a violation of Section 6.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.



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6.2.5. Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 5.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

6.2.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or that interfere with compliance, are waived by the parties.

6.2.7. 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 7.            WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

7.1. The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

7.2. All jurisdictional disputes on this Project between or among the Union(s) and the Contractor(s) 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(s) and Union(s) parties to this Agreement.

7.2.1. For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., 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 applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

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- 7.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.
- 7.4. Each Contractor(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Contractor(s) and the District will be advised in advance of all such conferences and may participate if they wish. Pre-Job Conferences for different Contractor(s) may be held together.

**ARTICLE 8.      PRE-JOB CONFERENCES**

- 8.1      A mandatory Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor(s)' contract and assignment of such work. Such conference shall be attended by a representative each from the participating Contractor(s), including all subcontractors, the Union(s) and the District. When a contract has been let to a Contractor(s) covered hereby, this Pre-Job Conference shall be required and shall be held at the offices of the Council. Pre-job Conferences for different Contractor(s) may be held together. The District will be advised in advance of all such conferences and may participate if they wish. The District and the Council may mutually agree to waive the requirement to hold a Pre-Job Conference for any particular Construction Contract.
- 8.2      The Contractor(s) performing the work shall have the responsibility for making work assignments in accordance with Section 8.1 of this Agreement.

**ARTICLE 9.      MANAGEMENT RIGHTS**

- 9.1.      The District maintains complete discretion and to select Contractor(s) and award contracts for performance of Covered Work. There shall be no limitation or restriction upon the District in the choice of materials or upon the full use of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The District shall have the right to purchase material and equipment from any source, and the craftspersons will handle and install such material and equipment, in accordance with this Agreement.
- 9.2.      The Contractor(s) have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, in compliance with terms of the applicable MLAs and this Agreement. This authority includes, but is not limited to, the right to:



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- (a) Plan, direct and control the workforce and the operation of all the work;
- (b) Hire, promote, transfer and layoff employees as deemed appropriate to meet work requirements and/or skills required,
- (c) Determine the competency of all employees, the number of employees required in compliance with lawful manning provisions, and the duties of such employees within their craft jurisdiction;
- (d) Require all employees to observe security and safety regulations, consistent with the provisions of this Agreement; these security and safety regulations shall be reviewed and mutually agreed upon at the Pre-Job Conference and supplied to all employees and/or posted on the jobsite;
- (e) Establish a system for checking employees in and out of the Project site;
- (f) Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with provisions of this Agreement, terms of Construction Contracts, and any applicable MLA;
- (g) Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator, in accordance with the provisions of this Agreement, including the fabrication provisions herein; and
- (h) The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor(s) by individuals of its choice, in accordance with this Agreement.

The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractor(s), therefore, retain all legal rights not specifically limited by this Agreement or provisions of an applicable MLA.

## **ARTICLE 10.      WORK RULES**

- 10.1.**      Work rules shall apply as set forth in the applicable MLA, except as otherwise set forth in this Agreement.

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- 10.2. Except where an applicable MLA requires otherwise, the selection of craft foremen and general foremen shall be entirely under discretion of the Contractor(s), and foremen and general foremen shall take orders from the designated Contractor(s)' representatives.
- 10.3. There shall be no limit on production by employees. Craftpersons shall work under the supervision of the craft foremen.
- 10.4. Reasonable security procedures for control of tools, equipment and materials may be established in the discretion of Contractor(s). Such measures will be presented at the Pre-Job Conference.
- 10.5. All employees will comply with the reasonable security procedures established and published by the Contractor(s) and/or the District. Such measures will be presented at the Pre-Job Conference.
- 10.6. The standard work week for the Project will be five (5) consecutive days Monday-Friday. Eight (8) consecutive hours, between 6:00a.m. and 6:00p.m., shall constitute a work day. There will be half-hour lunch period during the shift. The Contractor(s) may vary the starting time to take advantage of daylight hours, weather conditions, shifts, traffic conditions, or local law or permit requirements. An alternate four (4) day ten (10) hour shift may be elected by the Contractor(s) and will be Monday-Thursday. The ten (10) hour work day may be scheduled between the hours of 6:00a.m. and 8:00p.m. Prior to changing a shift from 5x8 hours to 4x10 hours, a contractor must give at least five (5) calendar days advance notice to the employees. Nothing herein shall be construed as guaranteeing any employee forty (40) hours of work per week. Wages and payment shall be in accordance with the applicable MLA.
- 10.7. Recognized holidays shall be as follows: New Years Day, Martin Luther King Jr.'s Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Work may be performed on Labor Day for the preservation of life or property, or as otherwise contemplated under an MLA. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the preceding day, Friday, shall be observed as such holiday. Wages and payment shall be in accordance with the applicable MLA.
- 10.8. Contractor(s) shall provide certified payroll records to the District within ten (10) business days of written request or as required by bid specifications.



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- 11.1** The parties to this Agreement shall establish a six (6) -person Joint Administrative Committee. This Committee shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Union(s). Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Project.
- 11.2** The Joint Administrative Committee shall appoint a Joint Administrative Subcommittee consisting of one District representative and one Union(s) representative for the purpose of convening to confer in an attempt to resolve a grievance that has been filed consistent with Article 12.2. The Joint Administrative Subcommittee shall meet as required to resolve grievances described in Article \_ by majority vote, with such resolutions to be final and binding with regard to parties to the grievance. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Joint Administrative Subcommittee, if such award is made by a majority vote, and the hearing shall proceed ex parte.

**ARTICLE 12.        GRIEVANCE PROCEDURE**

- 12.1.** All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5, No-Strike/No-Lockout procedure or Article 6, Work Assignments and Jurisdictional Disputes shall be governed by the following grievance and arbitration procedure. Any Contractor(s) which is not otherwise bound through an MLA with a Union(s) to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its construction persons working on this Project shall be bound to the grievance procedure contained in the MLA of the craft representing the employee(s) involved in the dispute. Such Contractor(s) shall not impose discipline or dismissal on its construction persons covered by this Agreement except in accordance with the procedures and standards of the applicable MLA, including applicable just cause standards.
- 12.2.** Grievances between one or more Union(s) and one or more Contractor(s) regarding alleged violations of this Agreement shall be pursued according to the following provisions:
- 12.2.1** A grievance shall be considered null and void if not brought to the attention of the affected Contractor(s) or the Union(s) within ten (10) business days after the grievance is alleged to have occurred, and in no

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event more than thirty (30) calendar days after the charging party became aware of the event giving rise to the dispute.

**12.2.2** Grievances shall be settled or otherwise resolved according to the following Steps and provisions:

- Step 1: The Union(s)' or Contractor(s)' representative and the grievant shall attempt to resolve the grievance with the craft supervisor or Contractor(s) representative.
- Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) business days, the grievance shall be reduced to writing and may then be referred by the Union(s) or the Contractor(s) to the other party for discussion and resolution.
- Step 3: In the event that the Union(s) and Contractor(s) representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 2, either involved party may submit the dispute within five (5) business days to the Joint Administrative Subcommittee established in Article 11. The Joint Administrative Subcommittee shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union(s) shall notify its international Union(s) representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union(s) Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. If the Joint Administrative Subcommittee resolves the grievance by majority vote, that resolution is final and binding on Union(s) and Contractor(s). If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) business days by either party to Step 4.

At the time a grievance is submitted under this Agreement or any MLA, the Union(s) may request that the District withhold and retain a reasonable estimate of what is due and owing from the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. To the extent permitted by law, the amount shall be retained by the District until such time as the underlying



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grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall order.

Step 4: In the event the matter remains unresolved in Step 3, either party to the grievance may request, within five (5) business days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 5: The Parties agree that the arbitrator who will hear the grievance shall be selected from the list of arbitrators set forth on Addendum B. The parties shall flip a coin to determine who shall strike the first name and shall then alternately strike names from the list and the last remaining name shall be the neutral third party arbitrator who shall have the power to resolve the dispute in a final and binding manner. Should a party to the procedure fail or refuse to participate in the hearing, if the arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. The arbitrator's decision shall be confined to the question(s) posed by the grievance, and the arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

**12.3.** Grievances raised by District against one or more Union(s), or by one or more Union(s) against the District, alleging violations of this Agreement shall be settled or otherwise resolved according to the following steps and provisions:

Step 1: The Joint Administrative Subcommittee shall attempt to resolve the grievance. The Joint Administrative Subcommittee shall meet within five (5) business days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. If the dispute is resolved by majority vote of the Joint Administrative Subcommittee, that decision is binding on the District and Union(s) party to the dispute.

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Step 2: In the event the matter remains unresolved pursuant to Step 1, either Party may request that the dispute be submitted to arbitration as set forth in Section 12.2.2, Step 5..

Step 3: Should a party to the procedure fail or refuse to participate in the hearing, if the arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. The arbitrator's decision shall be confined to the question(s) posed by the grievance and the arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

- 12.4. Grievances between a Union(s) and a Union(s)' signatory Contractor(s) involving interpretation or application of the MLA shall be governed by the grievance procedures contained in the MLA.

**ARTICLE 13. UNION(S) RECOGNITION AND REPRESENTATION**

- 13.1 The Contractor(s) recognize the Union(s) signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.
- 13.2 No employee subject to this Agreement may be required to join any Union(s) as a condition of being first employed on the Project. For the period during which they are performing Covered Work, all employees who are employed by the Contractor(s) shall, as a condition of employment for Covered Work, on or before the eighth (8) day of consecutive or cumulative employment in Covered Work, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the Union(s), to the extent permitted by law. Further, there is nothing in this Agreement that would prevent non-Union(s) employees from joining the Union(s).
- 13.3 Authorized representatives of the Union(s) shall have access to the site at all times. Such representatives shall comply with reasonable visitor safety and security rules established for the Project. Access for Union(s)'s representatives will not be unduly restricted.
- 13.4 In accordance with the applicable MLA, each Union(s) shall have the right to designate a working journey person as a steward for each shift, and shall notify



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the Contractor(s) in the writing of the designated steward or stewards prior to the assumption of such person's duties as steward.

**ARTICLE 14.      REFERRAL – TARGETED HIRE**

- 14.1.** All employees employed by Contractor(s) shall be dispatched by the Union(s). Except as otherwise set forth in this Agreement or Project Employment Requirements, all Contractor(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the relevant MLAs.
- 14.2.** Contractor(s) are subject to Project Employment Requirements, which are terms of all prime contracts and subcontracts for the Project, and with which all Contractor(s) are required to comply. In the event of any conflict between the Project Employment Requirements and this Agreement with regard to responsibilities of Union(s), the terms of this Agreement shall prevail and take precedence.
- 14.3.** The Union(s) accept requests for and to provide referrals of Local Residents and Federal Targeted Workers needed in order for Contractor(s) to satisfy requirements of the Project Employment Requirements, on a priority basis. Contractor(s) agree to request such workers in writing and maintain copies of all such requests. All written requests for workers shall be available for inspection upon request by authorized representatives of the District.
- 14.4.** In the event that a Contractor(s) not signatory to an MLA has its own core workforce, the Contractor(s) may request by name, and the Union(s) shall honor, referral of persons who demonstrate the following qualifications:
- (1) possess any license and/or certifications required by State or Federal law for the Project work to be performed
  - (2) have worked a total of at least one thousand (1000) hours in the construction craft during the prior three (3) years; and
  - (3) were on the Contractor(s)' active payroll for at least 60 out of 180 calendar days prior to the contract award;
  - (4) have the ability to perform safely the basic functions of the applicable trade; and
  - (5) are Local Residents or Federal Targeted Workers.

The Union(s) will first refer to such a Contractor(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will

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thereafter refer one of such Contractor(s)'s "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor(s)'s crew requirements are met or until such Contractor(s) has hired no more than five (5) "core" employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the Union(s)'s hiring hall out-of-work lists, except for any hire made as Alternative Employees pursuant to Section 14.5. Hiring hall referrals made pursuant to this Article 14.4 shall be made in conformance with Article 14.3. For the duration of the Contractor(s)' work, the ratio shall be maintained, and when the Contractor(s)' workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor(s) signatory to an MLA shall be bound to use the hiring hall provisions contained in the MLA, except as specifically set forth in this Agreement.

- 14.5.** In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s), including a request for a Local Resident or Federal Targeted Worker, within a forty-eight (48) hour period after such request is made by a Contractor(s), Saturdays, Sundays and Holidays excluded, the Contractor(s) shall be free to obtain work persons from any source ("Alternative Employees"). Upon hiring Alternative Employees, the Contractor(s) shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired, which Alternative Employees shall be bound by relevant provisions of the MLA during performance of work for the Project, except as otherwise set forth in this Agreement.
- 14.6.** Unions shall not be required to comply with provisions of Articles 14.3 and 14.5 related to referral and employment of Local Residents and Federal Targeted Workers if the District materially revises the Project Employment Requirements approved by the District's Board of Directors concurrently with this Agreement, unless such revision is accompanied by a letter of support from the Trades Council.
- 14.7. Apprentices.**

**14.7.1.** Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, Contractor(s) will employ apprentices in the respective Union(s) to perform such work as is within their capabilities and which is customarily performed by the Union(s) in which they are indentured. Union(s) will cooperate by referring apprentices to Contractor(s) as requested in order to facilitate Contractor(s)' satisfaction of Project Employment Requirements, and shall encourage joint labor-management apprenticeship programs to provide such referrals. Union(s) agree that apprentices shall be dispatched to any Contractor(s) working under this Agreement.



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**14.7.2.** In order to facilitate Prime Contractor(s)' satisfaction of the requirement described in Article 17.2, Union(s) shall cooperate and take the following steps, and shall encourage joint labor/management apprenticeship programs to take the following steps:

- a) accept sponsored Targeted Workers into joint labor/management apprenticeship programs, and refer new apprentices to Contractor(s) upon request;
- b) if a sponsored Targeted Worker is not accepted into a joint labor/management apprenticeship program, upon request from the District or a sponsoring Contractor(s), provide information regarding the reasons for not accepting the worker into the program (to the extent allowed by law), and work collaboratively with the District and the Contractor(s) to resolve obstacles to enrollment of that worker and other Targeted Workers;
- c) respond to District requests regarding retention and progress through the apprenticeship program of new apprentices over the duration of this Agreement, to the extent allowed by law;
- d) facilitate, encourage, and assist Targeted Workers to commence and progress in joint labor/management apprenticeship programs;
- e) develop and collaborate with effective pre-apprenticeship programs to prepare Targeted Workers to become new apprentices;
- f) assist with recruitment of Targeted Workers for such programs;
- g) assist in connecting Targeted Workers with Contractor(s), for sponsorship opportunities.

**14.8.** The parties only recognize the State-approved Apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees for the purposes of meeting the goals of this Article 16.

## **ARTICLE 15.      NON-DISCRIMINATION**

**15.1** The Contractor(s) and Union(s) agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

***DRAFT – UNDER REVIEW*****ARTICLE 16.      DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

- 16.1.      The parties recognize that the project is covered by the District's Disadvantaged Business Enterprise Program ("DBE Program"), which includes a small business component, and which implements the U.S. Department of Transportation's Disadvantaged Business Enterprise requirements for USDOT-funded projects. In keeping with the DBE Program's purpose of assisting certain businesses in overcoming the disadvantages that have resulted from the operation of various economic, social and cultural forces, the District and the signatory Union(s) believe that these goals can be achieved and operate within the framework of this Agreement.
- 16.2.      The parties agree that for the purposes of this Agreement, the definition of "Construction Contract(s)" shall not include contracts or subcontracts that are otherwise covered by the scope of this Agreement that have an estimated value below five hundred thousand dollars (\$500,000), and that are awarded to contractors who are certified under the DBE Program. Unless otherwise mutually agreed by the parties, the aggregate value of all contracts falling under this exclusion will not exceed two million dollars (\$5,000,000). The Council shall be notified prior to execution of any contract pursuant to this Section 17.2.
- 16.3.      The parties intend that the implementation of this Article 17 shall not have a significantly disproportionate impact on any particular craft or upon certified Federal Program contractors already signatory to MLAs. Unless otherwise mutually agreed by the parties, the District shall ensure that no more than ten percent (10%) of any particular craft's work may be subject to this Article 17.
- 16.4.      The Union(s) agree that they will not undertake any conduct described in Article 6.1.1 against a contractor performing work on the Project under this provision, and the parties expressly agree that any such work shall not be subject to Trust Fund contributions.

**ARTICLE 17.      WAGE SCALES AND FRINGE BENEFITS**

- 17.1.      All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable



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MLA for each hour worked on the Project in the amounts designated in the MLAs of the appropriate Union(s).

- 17.2. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the applicable MLA. Other terms and conditions of employment on the Project shall be governed by the MLAs, copies of which shall be on file with the District, to the extent such MLAs are not inconsistent with this Agreement.
- 17.3. During the period of construction on this Project, the Contractor(s) agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Union(s) and the historically recognized local bargaining parties on the effective date as set forth in the applicable MLAs. In the event that an MLA is renegotiated during the term of this Agreement, the Union(s) shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 17.4. The Contractor(s) hereby adopt and agree to be bound by the written terms of the legally established Trust Funds referred to in Article 18.1, specifying the detailed basis on which contributions are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such Trust Funds to appoint trustees and successor trustees to administer the Trust Funds, and hereby ratify and accept the trustees so appointed as if made by the Contractor(s).
- 17.5. Wage rates, fringe benefits or working conditions negotiated in MLAs which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

**ARTICLE 18.      HEALTH AND SAFETY**

- 18.1. The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 18.2. In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor(s).

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- 18.3. A convenient supply of cold and potable drinking water shall be provided by the Contractor(s).
- 18.4. The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable MLA. The Contractor(s) and Union(s) understand that the facilities are smoke free sites.

**ARTICLE 19. HELMETS TO HARDHATS**

- 20.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's 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.
- 18.2 The Union(s) and Contractor(s) agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

**ARTICLE 20. MISCELLANEOUS PROVISIONS**

- 20.1. Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile/PDF signature pages transmitted separately to other parties to this Agreement shall be deemed equivalent to original signatures.
- 20.2. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
- 20.3. Public Contract Code. This Agreement incorporates requirements of the California Public Contract Code applicable to the District's contracting program.



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- 20.4. Ratification by Governing Board. This Agreement has been approved by the District Board of Directors.

**ARTICLE 21. ENTIRE AGREEMENT**

- 22.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLAs (except with regard to matters on which this Agreement contains conflicting terms), shall apply to the work covered by this Agreement. Nothing contained in the working rules, by-laws, constitution and other similar documents of the Union(s) or other collective bargaining agreements, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.
- 22.2 The Union(s) agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the term of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement except by mutual agreement of the Union(s) involved and the District.

**ARTICLE 22. GENERAL SAVINGS CLAUSE**

- 22.1. It is the intention of the District and the Union(s) to comply with all 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 executive, legislative, judicial or administrative branch 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 other provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of this Agreement. Any term of this Agreement that is deemed to be prohibited by federal or state funding sources shall not be effective; remaining terms shall remain in effect. In the event that application of a provision of this Agreement is prohibited by such funding source or sources, the Parties to this Agreement will negotiate in good faith a replacement provision, within the parameters set forth by the funding source,

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and advancing the initial intent of this Agreement to the greatest extent feasible.

**ARTICLE 23. DURATION OF AGREEMENT**

**23.1.** This Agreement shall become effective on the day it is executed by the duly authorized representatives of the District and the Council, and shall continue in full force and effect until conclusion or performance of Covered Work. The District and the Council may mutually agree in writing to amend, extend or terminate this Agreement at any time.

**24.1** Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the District by the Prime Contractor(s) and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District, the Agreement shall have no further force or effect on such items or areas, except when the Prime Contractor(s) is directed by the District to repair or modify as required by its contract(s) with the District.

**24.2** Notice of each final acceptance received by the Prime Contractor(s) will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch list” and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Prime Contractor(s). At the request of the Union(s), complete information describing any “punch list” work, as well as any additional work required of a Contractor(s) at the discretion of the District pursuant to 24.2 above, involving otherwise turned over and completed facilities which have been accepted by the District, will be available.

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**SIGNATURES**

**Alameda-Contra Costa County Transit District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Building and Construction Trades Council of Alameda County, AFL-CIO**

By: \_\_\_\_\_  
Andreas Cluver, Secretary-Treasurer

**Signatory Union(s)**

**Asbestos Workers, Local 16**

By: \_\_\_\_\_  
\_\_\_\_\_

**Boilermakers, Local 300**

By: \_\_\_\_\_  
\_\_\_\_\_

**Bricklayers & Allied Craftsmen, Local 3**

By: \_\_\_\_\_  
\_\_\_\_\_

**Northern California Carpenters**

By: \_\_\_\_\_  
\_\_\_\_\_

**Regional Council (on behalf of Carpenters,**

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Local 713, Carpenters, Local 2236, Lathers,  
Local 68L, Millwrights, Local 102,  
Pile Drivers, Local 34)

Cement Masons, Local 549

By:

\_\_\_\_\_

\_\_\_\_\_

Electrical Workers, Local 595

By:

\_\_\_\_\_

\_\_\_\_\_

Elevator Constructors, Local 8

By:

\_\_\_\_\_

\_\_\_\_\_

Hod Carriers, Local 166

By:

\_\_\_\_\_

\_\_\_\_\_

Iron Workers, Local 378

By:

\_\_\_\_\_

\_\_\_\_\_

Laborers, Local 67

By:

\_\_\_\_\_

\_\_\_\_\_

Laborers, Local 304

By:

\_\_\_\_\_

\_\_\_\_\_

Operating Engineers, Local 3

By:

\_\_\_\_\_

\_\_\_\_\_



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**Plasterers, Local 66**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Roofers, Local 81**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Sheet Metal Workers, Local 104**

**By:**

\_\_\_\_\_

**Sign Display, Local 510**

**By:**

\_\_\_\_\_

**Sprinkler Fitters, Local 483**

**By:**

\_\_\_\_\_

**Teamsters, Local 853**

**By:**

\_\_\_\_\_

**United Association of Journeymen and  
Apprentices Fitting Industry, Underground  
Utility & Landscape, Local 355**

**By:**

\_\_\_\_\_

**United Association of Steamfitters,  
Pipefitters, Plumbers, & Gas  
Fitters, Local 342**

**By:**

\_\_\_\_\_

**District Council of Plasterers & Cement  
Masons of Northern California**

**By:**

\_\_\_\_\_

**District Council No. 16 Northern  
California International Union(s) of  
Painters & Allied Trades on behalf of  
Auto & Marine Painters, Local 1176,  
Carpet & Linoleum Layers, Local 12,**

**By:**

\_\_\_\_\_

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**Glaziers, Architectural Metal  
& Glassworkers, Local 169,  
Painters & Tapers, Local 3**

**District Council of Iron Workers of the  
State of California & Vicinity Trades**

**By: \_\_\_\_\_**

**Northern California District  
Council of Laborers**

**By: \_\_\_\_\_**



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**ADDENDA TO THE AGREEMENT:**

Addendum A: Agreement to be Bound

Addendum B: List of Arbitrators

***DRAFT – UNDER REVIEW*****ADDENDUM A****PROJECT LABOR AGREEMENT  
FOR THE  
AC TRANSIT BUS RAPID TRANSIT PROJECT****CONTRACTOR AGREEMENT TO BE BOUND**

The undersigned, as a Contractor(s) or Subcontractor (CONTRACTORS) on the \_\_\_\_\_ Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the " Project Labor Agreement" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto:
- (2) Agrees to be bound by the legally established Trust Agreements as set forth in Article \_\_\_\_ of this AGREEMENT; and
- (3) Authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTORS; and
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT; and
- (5) Agrees to secure from any CONTRACTORS (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(s))

\_\_\_\_\_  
(Name of Contractor(s))      (Authorized Officer & Title)

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

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\_\_\_\_\_

\_\_\_\_\_  
(CSLB #)

\_\_\_\_\_

(Area Code) (Phone)

\_\_\_\_\_

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

\_\_\_\_\_

(Motor Carrier (CA) Permit Number)



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**Addendum B: List of Arbitrators**

**Claude Ames**

**Alexander Cohn**

**Morris Davis**

**Matthew Goldberg**

**John Kagel**

**Barbara Kong-Brown**

**Michael Prihar**

**Wilma Rader**

**Geraldine Randall**

**William Riker**

**Ken Silber**

**Catherine Thompson**

**Carol Vendrillo**

**Barry Winograd**

## **AC TRANSIT**

### **BUS RAPID TRANSIT PROJECT**

### **CONSTRUCTION CAREERS POLICY**

#### **SECTION 1 GENERAL**

The Alameda-Contra Costa Transit District ("AC Transit") operates a bus system serving Alameda and Contra Costa counties, and owned by the public. AC Transit's Bus Rapid Transit project ("BRT Project"), scheduled to commence operation in 2016, will generate substantial employment and business opportunities through the construction phase.

AC Transit desires to implement targeted hiring strategies focused on areas of high unemployment, and on individuals with barriers to employment. These objectives will be advanced by targeting the BRT Project's construction employment and training opportunities in ways calculated (i) to mitigate the harms caused by geographically-concentrated poverty, (ii) to fight unemployment and underemployment in vulnerable populations and neighborhoods, including populations with barriers to employment, (iii) to advance the skills of targeted workers and enable workers to earn wages that will assist them in moving out of poverty, (iv) to provide links to career paths for targeted workers, and (v) to facilitate rapid completion of the BRT Project.

These objectives will also be advanced, and the proprietary interests of AC Transit will be protected, by avoidance of labor misunderstandings, grievances and conflicts on the BRT Project. Project labor agreements minimize the possibilities for such controversies, thereby promoting project cost containment, timely and economical project completion. Project labor agreements can also facilitate efforts to target construction job opportunities as described above. AC Transit therefore intends to implement this Policy through negotiation of a project labor agreement that facilitates achievement of the goals of this Policy and assures labor peace on the BRT Project.

Capitalized terms herein shall have the definitions set forth in Section 3, below.

#### **SECTION 2 PROCEDURES**

##### **2.1 Coverage of Project.**

- 2.1.1** Except as provided otherwise herein, this Policy applies to all construction contracts on the BRT Project.
- 2.1.2** AC Transit shall modify or not enforce any aspect of the Policy in accordance with a valid and binding instruction from the U.S. Department of Transportation.

**2.2 Implementation.**

- 2.2.1** All Requests for Proposal/Invitations for Bid specifications for the BRT Project shall require all C/S/Es submitting bids or proposals to agree to the terms of this Policy and any PLA.
- 2.2.2** All Prime Contracts shall include a provision obligating all C/S/Es to comply with the terms of this Policy through incorporation into Construction Contracts, and with any PLA through a Letter of Assent to AC Transit.
- 2.2.3** The Prime Contract shall include provisions establishing liquidated damages amounts as described in Section 2.6.1 of this Policy, enforceable by AC Transit in its sole discretion.

**2.3 Exclusions and/or Modifications.**

- 2.3.1** This Policy shall only apply to Construction Contracts, as defined in Section 3.0 (Definition of Terms), subject to such limitation as set forth herein.
- 2.3.2** This Policy shall not apply to, or impact in any way, service contracts or operation, inspection or maintenance contracts entered into by AC Transit including, but not limited to, such contracts relating to the BRT Project, services provided at any AC Transit facility or building, and/or the operation or maintenance of any AC Transit-owned or AC Transit - operated facilities or buildings.
- 2.3.3** This Policy shall not apply to a C/S/E's non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees.
- 2.3.4** This Policy shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery, except an offsite prefabrication facility dedicated solely to Project Work.
- 2.3.5** This Policy shall not apply to officers and employees of AC Transit, nor shall it apply to work performed by or on behalf of other governmental entities and public utilities.
- 2.3.6** This Policy shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any AC Transit project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by AC Transit or any other governmental entity.
- 2.3.7** This Policy shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built documentation, including, but not limited to,



those items excluded by the National Electrical Code (NFPA70) identified projects as "Not Covered" under Article 90.

- 2.3.8** The provisions of this Policy shall not be applicable where prohibited by federal or state law, or where the application would violate or be inconsistent with the terms and conditions of a grant or a contract with an agency of the United States or the State of California, or the valid instructions of an authorized representative of any of these agencies with respect to any grant or contract. If enforcement of any provision of this Policy is enjoined by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## **2.4 Targeted Hiring.**

- 2.4.1** Each Prime Contractor and its C/S/Es shall ensure that at least 20% of all hours of Project Work will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's approved apprenticeship standards. Disadvantaged Workers will perform 25% of all apprenticeship hours worked on the BRT Project.
- 2.4.2** Each Prime Contractor and its C/S/Es shall ensure compliance with U.S. Executive Order 11246 and all implementing regulations, including satisfaction of hiring goals for minorities and women.
- 2.4.3** Each Prime Contractor and its C/S/Es are encouraged to attempt to employ Local Residents for at least 50% of all hours of Project Work, on a craft by craft basis, through procedures including requests for Local Residents from union hiring halls and Alternative Referral Sources. Failure to satisfy this voluntary 50% goal shall not be considered a violation of this Policy.
- 2.4.4 Apprentice Sponsorship Requirements.** In each calendar year, for each twenty thousand (20,000) hours of Project Work performed by a Prime Contractor and its C/S/Es, such Prime Contractor and/or any of its C/S/Es shall sponsor one or more Disadvantaged Workers and employ such Disadvantaged Worker(s) for an aggregate total of at least one thousand hours of Project Work and/or construction work on other projects during the term of the Prime Contractor's Project Work.
- 2.4.5 Contractor Procedures.** C/S/Es shall undertake the following steps in the following order, in an effort to retain Targeted Workers.
- 2.4.5.1** Step One: Utilize the C/S/E's discretion to assign to perform Project Work any current employees who are Targeted Workers;
- 2.4.5.2** Step Two: If the C/S/E utilizes a Union hiring hall to retain workers, utilize name call, rehire, or similar procedures in the relevant collective bargaining agreement to request particular individuals who have been identified as Targeted Workers;
- 2.4.5.3** Step Three: If the Contractor utilizes a Union hiring hall to retain workers, request that the hiring hall refer Targeted Workers;

**2.4.5.4** Step Four: If the above steps have not enabled satisfaction of the percentage requirements set forth in Section 2.4 of this Policy related to hiring of Targeted Workers, request referral of needed categories of workers from an Alternative Referral Source;

**2.4.5.5** Step Five: Fairly consider workers that have been referred by an Alternative Referral Source within three (3) business days of request therefor.

**2.5 Compliance.** AC Transit or its authorized representatives shall determine whether a Prime Contractor and its C/S/Es have complied with the requirements of this Policy and any PLA. A Prime Contractor is ultimately responsible for it and its C/S/Es' compliance with Policy and PLA requirements.

**2.5.1** If, after taking into account all hours of Project Work performed under a Prime Contract up to that point in time of the Reporting Period, the Targeted Hiring Requirements have been satisfied for that Prime Contract, then the Prime Contractor and its C/S/Es working on that Project shall be deemed to be in compliance at that time.

**2.5.2** If the Targeted Hiring Requirements have not been satisfied for the BRT Project for a Reporting Period, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its C/S/Es have complied with all other requirements of the PLA and this Policy, and (b) that it and each C/S/E have either (i) satisfied the Targeted Hiring Requirements with regard to the Project Work that it has performed or (ii) satisfactorily demonstrated the following:

**2.5.2.1** Adherence to procedures contained in its Employment Hiring Plan as approved by AC Transit.

**2.5.2.2** Requests to Unions, through Craft Request Forms, of sufficient numbers of Targeted Workers to meet the percentages set forth in the Targeted Hiring Requirements for that C/S/E's portion of Project Work.

**2.5.2.3** Documented contact with alternative referral sources in each instance when the relevant Union did not refer qualified Targeted Workers within the 48 hours following the C/S/E's request.

**2.5.2.4** The C/S/E's fair consideration of any Targeted Worker subsequently referred by Alternative Referral Sources.

**2.5.3** Accurate records documenting the C/S/E's compliance efforts include (but are not limited to) the following:

**2.5.3.1** A listing by name and address of all recruitment sources contacted by the C/S/E;

**2.5.3.2** The date of the recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;



2.5.3.3 The number of Targeted Worker hires made as a result of the contact;

2.5.3.4 The identity and address of the worker(s) hired pursuant to the contact;

2.5.3.5 Documentation when a referral was not hired (reason for non-hire) and/or premature termination.

## 2.6 Enforcement.

**2.6.1 Liquidated Damages.** Each Prime Contractor agrees to the following:

2.6.1.1 The Prime Contractor and its C/S/Es' commitment to comply with the requirements this Policy and any PLA are material elements of the Prime Contract.

2.6.1.2 The Prime Contractor will be liable to AC Transit for Liquidated Damages as provided in this section.

2.6.1.3 The failure of the Prime Contractor and its C/S/Es to comply with the requirements of this Policy will cause harm to AC Transit and the public which is significant and substantial but extremely difficult to quantify.

2.6.1.4 Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, the Prime Contractor agrees to pay liquidated damages in amounts as follows:

- i. The Prime Contractor shall pay liquidated damages equal to the average journeyperson wage on the BRT Project for each hour the BRT Project fell short of satisfaction of the Targeted Hiring Requirements. Liquidated damages shall not be assessed for failure to satisfy the percentage goal of Section 2.4.3.
- ii. If the Prime Contractor is out of compliance with the Targeted Hiring Requirements during any Reporting Period, the Prime Contractor shall meet with AC Transit to develop a plan for compliance. The Prime Contractor has until the next Reporting Period to effectuate compliance, or Liquidated Damages shall be withheld from progress payments.
- iii. Before Liquidated Damages are assessed, the Prime Contractor shall be notified of the proposed Liquidated Damages and served with a summary of the information upon which the Liquidated Damages are based.
- iv. Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found to be in compliance, or the relevant Prime Contract is terminated or completed.



- v. Should the relevant Prime Contract be terminated or completed before the Prime Contractor is found to be in compliance, any additional Liquidated Damages shall be withheld from the Prime Contractor's retention payment.

### **2.6.2 Liquidated Damages Appeal.**

**2.6.2.1** The Prime Contractor may appeal the assessment of Liquidated Damages before AC Transit's CEO. Prior to the hearing, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.

**2.6.2.2** The Prime Contractor must request an appeal in writing within 10 calendar days of receipt of the Liquidated Damages assessment summary. At the hearing, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section II.E.2 of this Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

**2.6.3 Termination.** Consistent, substantial violations of this Policy by any Prime Contractor may result in contract termination.

**2.7 Advisory Committee.** AC Transit will appoint an Advisory Committee to (a) assist AC Transit with monitoring compliance with the BRT Policy and (b) make recommendations to AC Transit related to implementation of the Policy. At the conclusion of each Reporting Period, the Committee may review any compliance information provided by C/S/Es to AC Transit. In the event that a contractor (including the Prime Contractor) is not in compliance with the Policy, the Committee may meet with AC Transit to discuss Policy implementation issues and challenges and make recommendations to facilitate future compliance. The committee may also recommend changes to facilitate compliance.

**2.8 Workforce Development Fund.** AC Transit will require all BRT contractors to contribute \$0.20 per hour of work performed on the BRT Project to a workforce development fund administered by AC Transit with the advice of the Advisory Committee.

## **SECTION 3 DEFINITION OF TERMS**

The following capitalized terms shall have the following meanings in this Policy. These definitions encompass both the singular and plural form.

**3.1** "AC Transit" means the Alameda-Contra Costa Transit District.

**3.2** "Apprentice" means an individual registered and participating in an apprenticeship program approved by the US Department of Labor (DOL) and/or California Division of Apprenticeship Standards.

- 3.14 "Letter of Assent" means the document that formally binds each C/S/E to adherence to all the forms, requirements and conditions of the PLA.
- 3.15 "Local Resident" shall mean an individual domiciled in either Alameda or Contra Costa County.
- 3.16 "Policy" means this Construction Careers Policy for the BRT Project. This Policy shall govern BRT Project construction contracts, under terms set forth herein.
- 3.17 "Prime Contract" means a contract awarded by AC Transit for construction of Project Work.
- 3.18 "Prime Contractor" means a C/S/E that has entered into a Prime Contract.
- 3.19 "Project Labor Agreement" or "PLA" means an agreement regarding construction work on the Project and entered into by AC Transit, the Building Trades Council, and affiliated construction trade unions, providing labor peace commitments, governing certain working conditions, and facilitating satisfaction of Targeted Hiring Requirements.
- 3.20 "Project Work" means construction work performed in the construction of the BRT Project. AC Transit reserves the right to designate scope of construction work at all times.
- 3.21 "Reporting Period" means the monthly reporting period for measuring the compliance of a Prime Contractor with Targeted Hiring Requirements. These monthly reporting periods will continue until construction of the BRT Project has been completed.
- 3.22 "Targeted Hiring Requirements" means the requirements set forth in Section 2.4 of this Policy.
- 3.23 "Targeted Worker" shall mean a worker in a category set forth in the Targeted Hiring Requirements.
- 3.24 "Union" means a construction trade union that executes a PLA.

#### SECTION 4 RESPONSIBILITIES

- 4.1 **AC Transit Responsibilities.** AC Transit or its designee shall ensure that the following responsibilities are met for the BRT Project:
- 4.1.1 AC Transit shall ensure that each Construction Contract includes the detailed requirements of this Policy and any PLA, as required terms for the Prime Contractor and other C/S/Es.
- 4.1.2 If a PLA is executed, AC Transit shall collect a Letter of Assent from each C/S/E and ensure that the letters are distributed to all required parties.



4.1.3 AC Transit shall review, approve or disapprove EHP submissions prior to a C/S/E's estimated start of work. Approval of a C/S/E to work on the BRT Project is contingent upon approval of a C/S/E's EHP.

4.1.4 AC Transit shall monitor and enforce the requirements of the PLA and this Policy, and shall take compliance action where appropriate.

4.1.5 AC Transit shall assess Liquidated Damages in accordance with Section 2.6 of this Policy.

**4.2 C/S/E Responsibilities.** Each Prime Contractor and all other C/S/Es shall satisfy the following responsibilities:

4.2.1 The Prime Contractor shall ensure that it and each C/S/E submits an EHP to AC Transit for approval by AC Transit project manager or his/her designee, at least 20 business days prior to starting their work on the BRT Project. Each C/S/E shall include in its EHP a description of how it will meet the Targeted Hiring Requirements set forth in the PLA and this Policy. No C/S/E shall be approved to work on the BRT Project without an approved EHP.

4.2.2 The Prime Contractor shall read and understand the requirements of this Policy and any PLA, and shall acknowledge in writing, in a separately-initialed portion of the Prime Contract, such understanding and its commitment to comply with requirements of this Policy and any PLA.

4.2.3 The Prime Contractor shall sign and submit their Letters of Assent prior to the start of work. No C/S/E shall be approved to work on the BRT Project without submitting a signed Letter of Assent.

4.2.4 Prior to start of work on the BRT Project, the Prime Contractor shall recommend an Alternative Referral Source for approval by AC Transit. The Prime Contractor shall provide documentation of Alternative Referral Sources' qualifications, which shall include the ability to verify the status of Disadvantaged Workers for purposes of this Policy, to AC Transit within 10 days of request by AC Transit. Upon AC Transit's approval of its Alternative Referral Source, the Prime Contractor shall ensure that its C/S/E's know Alternative Referral Sources and understand the Alternative Referral Sources' role. The Prime Contractor and its C/S/Es shall coordinate with Alternative Referral Sources for services to support their efforts in meeting the Targeted Hiring Requirements as described in Section 2.4 of this Policy.

4.2.5 Each C/S/E shall conduct a pre-job conference with any affected Unions and the Building Trades Council prior to commencing work. The C/S/E shall notify the Building Trades Council ten days in advance of all such conferences. All work assignments should be disclosed by the C/S/E at a pre-job conference held in accordance with industry practice. Any formal jurisdictional dispute raised through a PLA must be raised at the pre-job conference upon disclosure of the work assignments. Should there be any



formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the C/S/E intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the C/S/E must notify the affected Unions prior to the commencement of Project Work.

**4.2.6** The Prime Contractor and C/S/Es shall only use the Craft Request Form and the procedures written therein to request workers from affected Union(s) and Alternative Referral Sources.

**4.2.7** The Craft Request Form shall be submitted to Alternative Referral Sources and relevant Union(s) simultaneously. If relevant Union(s) cannot provide the requested worker in 48 hours, Alternative Referral Sources will seek to fill the job request form from other sources.

**4.2.8** The Prime Contractor and its C/S/Es shall maintain proof of transmittal of the Craft Request forms to relevant Union hiring halls and Alternative Referral Sources. Upon request by AC Transit, or its designated representative, copies shall be provided within 10 calendar days of request.

**4.2.9** The Prime Contractor and its C/S/Es shall make available to AC Transit, or its designated representatives, records and information that AC Transit deems relevant to monitoring and enforcement of the provisions of any PLA and this Policy.

**4.2.10** The Prime Contractor and its C/S/Es shall cooperate fully and promptly with any inquiry or investigation AC Transit or its designated representatives deem necessary in order to monitor compliance with the provisions of any PLA and this Policy.

**4.2.11** The Prime Contractor and its C/S/Es shall submit to AC Transit a verified statement of the number of journeypersons and apprentices who worked on the BRT Project, their classifications and the hours worked (Per California Labor Code 1777.5(e)) within 60 calendar days after concluding work on the BRT Project.

**4.3 Union Responsibilities:** AC Transit shall ensure that any PLA includes the following commitments from Unions:

**4.3.1** The Unions shall ensure that its dispatchers properly adhere to the use of the Craft Request Form and the procedures written therein.

**4.3.2** The Unions shall refer Targeted Workers requested through the Craft Request Form, regardless of their place on the hiring hall list and normal referral procedures.

**4.3.3** The Unions shall exert their best efforts to recruit and identify Targeted Workers, as well as those referred by Alternative Referral Sources for entrance, indentureship into a union apprenticeship program, and assisting such individuals in graduating into journeypersons.

- 4.3.4** The Unions shall track retention of Targeted Workers and Apprentices, and shall provide AC Transit with the necessary information as requested.

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Meeting Date: September 30, 2013

East Bay Bus Rapid Transit Policy Steering Committee

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## STAFF REPORT

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**TO:** Members of the Bus Rapid Transit Policy Steering Committee  
**FROM:** Dennis Butler, Chief Planning and Development Officer  
**SUBJECT:** Community Outreach Office

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**RECOMMENDED ACTION(S):**

Consider report on possible locations for the Bus Rapid Transit Community Outreach Center

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**BACKGROUND/DISCUSSION:**

AC Transit's BRT program involves construction along State Route 185 (International Boulevard). International Boulevard was selected for the BRT program because it is identified as one of the District's busiest corridors. The addition of BRT will increase transit efficiency, improve schedule reliability, and support transit-oriented residential and commercial development of the project corridor. In addition, BRT will better serve low-income and transit-dependent populations. During construction, this already congested boulevard will experience project related disruptions and inconveniences that will impact merchants, transit users, and the community. Construction activities will intensify the number of inquiries, and complaints from the public. BRT is a new concept for this community. It is anticipated that many questions will arise that relate to the project in addition to construction impacts. Through advanced planning, public outreach is being used to educate and inform the community before construction activities begin.

BRT staff is located in AC Transits General Office building near the north end of the project corridor in Downtown Oakland. The District's Customer Service Center is located on the first floor of the General Office building and can also be a point of contact to receive and distribute project information. An additional office (Community Outreach Center) located south of downtown will establish a point of contact for those at or near the southern end of the corridor. Strategic placement of this office is essential to its effectiveness in providing easy access to current and reliable project information. A well placed office can boost community support and cooperation, reduce frustrations, foster goodwill, and provide a direct line of communication between merchants and BRT staff.

A highly visible outreach center located in the community will provide multiple services. It will provide current and regular information to merchants; it can serve as a public meeting venue, filter project questions and distribute transit related materials. Anticipating and addressing the effects of construction can also serve to bridge a partnership between BRT and the community.

Several potential locations have been identified for this purpose. Some of the characteristics that are considered more desirable for a successful Community Outreach Center are, walking distance to BART, proximity to future BRT stops, street visibility, access to off street parking, and the size.

### Criteria

Below is a summary of sites identified as candidates for a Community Outreach Center.

1. **The Community Outreach Center must be within the maximum acceptable walking distance of public transportation.** Information from various sources indicates that a maximum acceptable walking distance for transit users ranges between 500m to 1km or .3 miles to .6 miles. Existing curbside stations for the Rapid Bus Line 1R are most indicative of the location of future median BRT stations and will be used to gauge the walking distance to a bus line. Like BRT, the 1R travels through Downtown Oakland on Broadway, and continues along International Boulevard into San Leandro. There are 21 future BRT median stations proposed along International Boulevard between Downtown Oakland and San Leandro and approximately 17 1R bus stops within this same area. Since BART is also a common mode of public transportation, distance from the nearest BART station will also be considered. Staff has concluded that the ideal location for a Community Outreach Center is within .6 miles of a 1R bus stop and a BART station.
2. **The Community Outreach Center must be highly visible.** BRT is located along one of the busiest transit corridors. Visibility along the corridor is dependent on various factors including population count and street frontage. Throughout the corridor, some areas tend to be denser with a higher daytime population in part, because they offer a destination point with a combination of necessary and desired elements such as shopping, banking, retail, and other amenities. In contrast, the areas that do not offer these amenities tend to be less dense with a lower daytime population. A search for statistics on daytime population count in each district of International Boulevard did not reveal adequate information. Therefore, it is not considered as one of the weighing factors. However, the number of amenities such as shopping, banking, and retail can be easily identified and will be given weight in this analysis. As established earlier, maximum walking distance is an important factor, therefore all amenities within a 2 block radius of the proposed Community Outreach Center are considered. Each location will be ranked as good, average or poor for the number of amenities offered. A location that has a combination of at least three banking, retail outlets, shopping, and other amenities will be considered an average destination point. A location that has a selection of the various amenities will be ranked as good and a location with less than average will be ranked as poor.

Since street frontage is considered an important element for advertising, assuming all other factors are standard (adequate glass, average set back, no obstructions,...) a larger frontage will provide greater visibility. Most of the lots on International Boulevard are

rectangular shaped, and are improved with retail space with one large window or two medium sized windows. Some lots have less than average frontage and are improved with retail buildings with small windows, oftentimes covered with bars. The Community Outreach Center should be easily identifiable to the community, and transit users. A space with more glass will provide greater street visibility and is considered a better fit for an Outreach Center. Window size is rated as good, average or poor. A space with one large window or two medium windows is considered average. A space with more is rated good and fewer are rated poor.

3. **Community Outreach Center staff will need access to off street parking.** In many locations, parking on International Boulevard is time restricted. Some merchants have indicated that off street parking is a necessity. They feel it is too difficult to navigate parking because of the volume of cars and parking restrictions. Although staffing has not been clearly defined, discussions with various BRT team members suggest that 2 or 3 individuals will be routinely working in the Community Outreach Center. In addition, there may be an additional 1 to 3 consultants occasionally working from this office. Since many of the consultants commute from locations outside of the Bay Area, they will need access to off street parking. The Community Outreach Center must have access to at least 2 off street parking spaces.
4. **The size of the office for the Community Outreach Center must be at minimum 1,200sf.** Based on information provided by BRT team members, the estimated office occupancy will range from 4 to 6. Also, on occasion the Community Outreach Center may be used to host small community meetings. The space needed to accommodate staff, plus a small group (up to 30 individuals with chairs only) ranges between 1,200 sf and 1,600 sf. All properties within the established range are adequate.

### **Analysis**

The search for comparable properties extended along International Boulevard from 20<sup>th</sup> Avenue to Downtown San Leandro at Davis Street. Some properties were not considered for reasons including lack of street frontage, size, or the condition of the property. Other properties were eliminated after speaking to the property owner and determining that the property was not suitable for its intended use.

The following properties are considered the most viable options for use as a Community Outreach Center.



Property #	Address	Distance BART	Distance 1R Stop	Visibility Amenities Frontage		Parking	Size
1	3322 International Blvd/33rd	.2 mile_F	10 Ft.	Good	Good	rear lot (3)	1,500+ sf
2	4537 International Blvd/46th	.8 mile_F	.9 mile	Poor	Average	Street	1,600 sf
3	4715 International Blvd/47th	.9 mile_F	1 mile	Average	Good	Rear (2-3)	1,000+ sf
4	6110 International Blvd/61st	1.1 mile_C	.1 mile	Average	Poor	Street	650sf
5	6928 International Blvd/68th	.7 mile_C	.6 mile	Average	Poor	Street	1,200+ sf
7	9106 International Blvd/91st	1.8 miles_C	250 Ft	Average	Average	Street	1,000 sf
8	9922 International Blvd/99th	2.1 miles_C	500 Ft	Average	Poor	Street	1,000+ sf
San Leandro							
9	600 E. 14th/Best	1 mile_SL	50 Ft	Average	Good	1 - rear	1,200 sf
10	645 E. 14th	.9 mile_SL	200 Ft	Average	Good	rear lot (4-5)	2,600+ sf

## 1. Walking distance of public transportation

### BART

Within acceptable distance	Outside of acceptable distance
1	2,3,4,5,6,7,8,9

### 1R Bus stop

Within acceptable distance	Outside of acceptable distance
1,3,4,5,6,7,8,9	2

Property number 1 is the only site within the maximum acceptable walking distance of BART. Except for property number 2, all locations identified are within the maximum acceptable walking distance of a 1R bus stop.

## 2. Visibility

### Amenities

Good	Average	Poor
1	3,4,5,6,7,8,9	2

### Frontage

Good	Average	Poor
1	2,3,6,8,9	4,5,7

The overall visibility for property number 1 is good. Except for property number 2, the remaining properties are located in an area with average amenities. The frontage on properties 4, 5, and 7 is poor because of window shape, location, or security bars installed in front of the glass.

## 3. Off street parking

Available	None
1,3,9	2,4,5,6,7

Only three of the identified properties have the required number of off street parking spaces. Property 8 has one off street space, and parking is available in the adjacent residential neighborhood.

## 4. Space size (sf)

Adequate	Inadequate
1,2,5,8	3,4,6,7,9

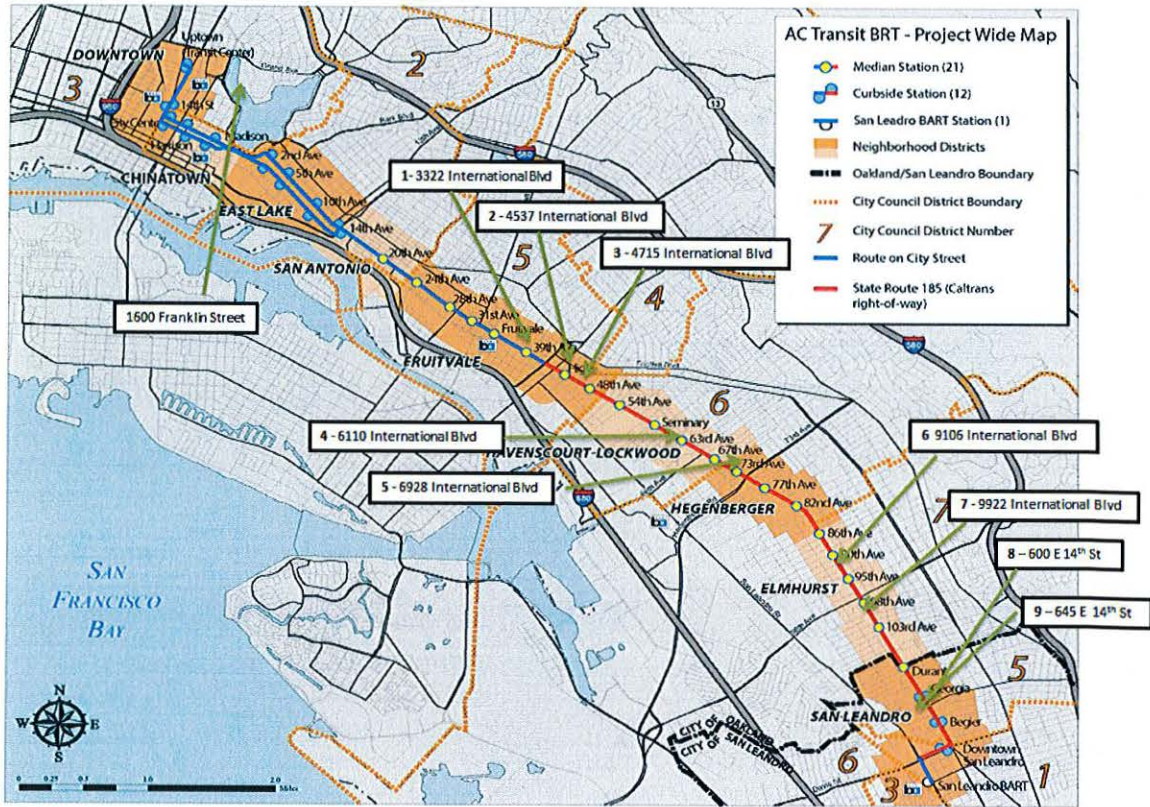
Properties 1, 2, 5 and 8 are within the 1,200sf to 1,600sf range established as the required size for a Community Outreach Center. Property 3, 4, 6, and 7 are too small and property number 9 is too large.

**ATTACHMENTS:**

- 1:** Map identifying potential locations along the corridor
- 2:** Property pictures

**Reviewed by:** David J. Armijo, General Manager  
**Prepared by:** Hallie Llamas, Real Property Manager







## International Blvd. vacancies \_Community Outreach Center



**3322 International Blvd.**  
East side of International Bl @ 33<sup>rd</sup> Avenue

1



**4537 International Blvd.**  
West side of International Bl @ 46<sup>th</sup> Avenue

2



**4715 International Blvd**  
West side of International Bl @ 46<sup>th</sup> Ave

3



**6110 International Blvd**  
East side of International Bl @ 61<sup>st</sup> Ave

4

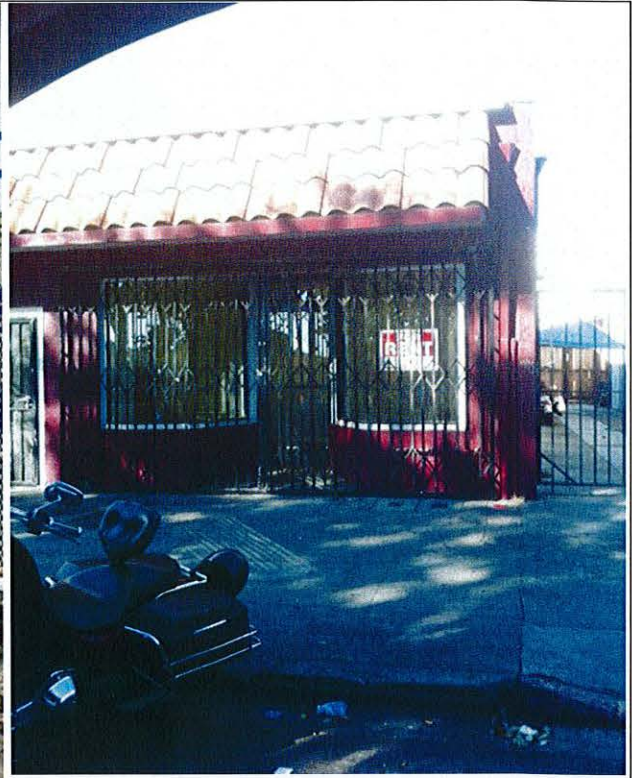


## International Blvd. vacancies \_Community Outreach Center



6928 International Blvd.  
East side of International Bl @ 68<sup>th</sup> Ave

5



9110 International Blvd.  
East side of International Bl @ 91<sup>st</sup> Ave

6



9922 International Blvd  
East side of International Bl @ 99<sup>th</sup> Ave

7



600 E. 14<sup>th</sup> San Leandro  
East side of East 14th @ Best

8



## International Blvd. vacancies \_Community Outreach Center

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**640 East 14<sup>th</sup> San Leandro**  
West side of East 14<sup>th</sup> @ California

9