

AMENDMENT NUMBER 1
TO THE
PROJECT STABILIZATION AGREEMENT
for the
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Recitals

WHEREAS, the Chabot-Las Positas Community College District (“District”), contractors and subcontractors who are or become signatory to the Agreement (“Contractor(s)”) and the Alameda County Building & Construction Trades Council and its member local unions signatory hereto (collectively “Union(s)”) are parties to the Project Stabilization Agreement for the Chabot-Los Positas Community College District (“Agreement”); and

WHEREAS, Article 2, Section 2.1, of the Agreement provided that the construction of certain specifically identified projects would be covered by the Agreement; and

WHEREAS, Article 27, Section 27.2, of the Agreement provides for a meet and confer between the parties regarding the experience with those specified projects covered by the Agreement; and

WHEREAS, the parties have, in fact, met and conferred regarding the experience with those certain specified construction projects; and

WHEREAS, Article 27, Section 27.1, of the Agreement provides that the parties may, by mutual agreement, agree in writing to amend, extend or terminate the Agreement; and

WHEREAS, the parties desire now to amend and extend the Agreement.

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

1. The Agreement shall be amended to include the provisions contained in Exhibit A to this Amendment Number 1 regarding the implementation of specific procedures to enhance the participation of District Students and Local Area Residents on construction projects covered by the Agreement.

2. Article 2, Section 2.1 and the Exhibit B shall be amended to include those certain specified projects listed in Exhibit B to this Amendment Number 1.

3. All other provisions of the Agreement including the Memorandum of Understanding with the International Union of Elevator Constructors, Local #8, and the Side Letters regarding Resolution of Jurisdictional Disputes shall remain in full force and effect.

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EXHIBIT A

DEFINITIONS

“Local Area Resident” for purposes of this Amendment means any individual who, at any time during the projects’ construction, can certify through a utility bill, or other similar means acceptable to the parties to this Amendment, that the individual resided in any city or unincorporated section of Alameda County, on the date of such certification.

“District Student” is an individual who certifies through approved enrollment documents that he/she is currently enrolled as a student in the Chabot-Las Positas Community College District or that he/she has graduated from either Chabot College or Las Positas College within the last four (4) years preceding the effective date of this Amendment or the date of application for employment, whichever is sooner.

“First Period Apprentice” is a first period apprentice who is currently enrolled in a State of California approved apprenticeship program that is also a joint labor-management apprentice program.

LOCAL HIRE JOINT ADVISORY COMMITTEE

The parties to this Agreement shall establish a five (5) person Joint Administrative Committee (“Committee”). The Committee shall be comprised of two (2) representatives selected by the District; one (1) at large seats to be filled by consensus of the Unions and the District; and two (2) representatives selected by the Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Amendment. The Committee shall meet at least quarterly to review the implementation of the provisions of this Amendment and give recommendations to the parties signatory to the Agreement.

DISTRICT STUDENT AND LOCAL AREA RESIDENT HIRING REQUIREMENTS

1. The parties agree to a goal that District Students and Local Area Residents will perform a minimum of thirty percent (30%) of the hours worked, on a craft by craft basis on the projects covered by this Amendment. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions’ hiring hall procedures. The Unions shall make good faith efforts in their recruiting and training of District Students and Local Area Resident workers and in their hiring hall procedures to facilitate achieving this thirty percent (30%) goal.

2. Should any of the Contractors performing work on the projects covered by this Amendment fail to meet this thirty percent (30%) goal and fail to demonstrate “good

faith" efforts to do so, through a specific submittal process to be included in their contractual requirements, the contract's 10% retention will be held until such time that this failure is remedied. Acceptable remedies to correct continued failure shall be determined by the Committee and may include, but are not be limited to, the following:

- a) Classification as a non-qualified bidder on future District projects;
- b) Commitment, with documentation, to employ District Students and/or Local Area Residents on non-District projects for a determined number of work hours; and
- c) Hiring District Students and/or Local Area as new apprentices and continuing their employment for up to twelve (12) months.

3. A Contractor who has employed a District Student or Local Area Resident for up to six (6) months preceding the start of a project covered by this Addendum for a minimum of at least one hundred (100) hours per month and said District Student or Local Area Resident has the ability to perform safely the basic functions of the applicable trade may receive credit for those hours towards the thirty percent (30%) goal. A Contractor may also receive credit for the documented hours performed by District Students or Local Area Residents on the Contractor's non-District projects, when such hours are concurrent with the Contractor's work on the projects covered by this Addendum.

4. Should any Contractor performing work on the projects covered by this Addendum exceed the thirty percent (30%) District Student or Local Area Resident goal as set forth in this Addendum, they shall be acknowledged at the appropriate public District Board meeting for their efforts at the completion of their contract scope.

5. The general contractor will be required to hire one (1) District Student as a First Period Apprentice for every five million dollars (\$5 million) or more of total construction cost. In the event that no District Student is available to fulfill the First Period Apprentice requirement, then Local Area Residents will be utilized to fulfill the First Period Apprentice requirements. The general contractor will be able to include First Period Apprentices hired by their subcontractor(s) to meet this requirement.

(a) There can be no more than two (2) First Period Apprentices for each craft. The District will refer names of District Students to the Union and Contractors and the Unions will agree to cooperate with the Contractor in furnishing apprentices as requested. The hiring of the First Period Apprentices under this Addendum will be in accordance with the Apprenticeship provisions listed in the Master Agreements and/or the Unions agreements with the Division of Apprenticeship Standards, and the First Period Apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The failure of the District to refer names and/or the Union to provide those First Period Apprentices upon request will relieve the Prime contractor of this District Student hiring responsibility. In the event that the awarded contract value is less than five million dollars (\$5 million), the above section shall be discretionary.

(b) The Contractor who hires such District Student Graduate First Period Apprentices shall be credited with two (2) work hours towards the thirty percent (30%) work hour goal, for each hour worked by the District Students First Period Apprentices.

(c) The intent of this provision is to work the First Period Apprentices to the full extent permissible by state law and the Master Agreements. Failure of the Contractor to maintain qualified apprentices on the job will be subject to Division of Apprenticeship Standards penalties, and further penalties as determined by the Committee.

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EXHIBIT B

PROJECT LIST

The Chabot-Las Positas Project Stabilization Agreement shall apply to the following construction projects:

1. Student Services & Central Administration Bldg. (Las Positas Campus)
Projected Bid Date: Q3 2010
Projected Construction Dates: Q3 2010– Q3 2012
2. Library Building (Chabot Campus)
Projected Bid Date: Q3 2011
Projected Construction Dates: Q3 2011 – Q3 2012
3. Math/Science Building (Chabot Campus)
Projected Bid Date: Q3 2011
Projected Construction Dates: Q4 2011 – Q4 2012
4. Theater and Plaza B1200 (Chabot Campus)
Projected Bid Date: Q2 2011
Projected Construction Dates: Q3 2011 – Q3 2012

SIGNATURES

Chabot-Las Positas Community
College District

Alameda County Building
& Construction Trades Council

Lorenzo Legaspi,
Vice Chancellor

Andreas Cluver,
Secretary-Treasurer

Signatory Unions

Asbestos Workers, Local 6

Boilermakers, Local 549

By: _____

By: _____

Bricklayers & Allied Craftsmen, Local 3

**Northern California Carpenters
Regional Council** (on behalf of
Carpenters, Local 713, Carpenters,
Local 2236, Lathers, Local 68L,
Millwrights, Local 102, Pile Drivers,
Local 34)

By: _____

By: _____

Cement Masons, Local 549

Electrical Workers, Local 595

By: _____

By: _____

Elevator Constructors, Local 8

Hod Carriers, Local 166

By: _____

By: _____

Iron Workers, Local 378

By: _____

Laborers, Local 67

By: _____

Laborers, Local 304

By: _____

Operating Engineers, Local 3

By: _____

Plasterers, Local 66

By: _____

Roofers, Local 81

By: _____

Sheet Metal Workers, Local 104

By: _____

Painters & Allied Trades, District Council 36
(On behalf of 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 of
Painters & Allied Trades**

By: _____

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

By: _____

**Northern California District
Council of Laborers (On behalf of
Hod Carriers, Local 166, Laborers,
Local 67, Laborers, Local 304)**

By: _____