

**ADDENDUM NO. 1**

September 28, 2018

**To the Contract Documents for the  
Highlands Elementary School  
HVAC Equipment Replacement Project**

**PROJECT:** Highlands Elementary School HVAC Equipment Replacement Project  
**Date:** September 28, 2018  
4141 Harbor Street  
Pittsburg, CA 94565

**OWNER:** Pittsburg Unified School District  
2000 Railroad Avenue  
Pittsburg, California, 94565

**DSA File No:** 7-36  
**DSA APP. NO.:** 01-116978

**TO ALL BIDDERS:**

This Addendum forms a part of the Contract and modifies the Contract Documents. It is intended that all work affected by the following modifications shall conform with related provisions of the Contract Documents, including the original drawings and specifications. Modify the following items wherever appearing in any drawings or sections of the specifications. Acknowledge receipt of all Addenda in the space provided on the Bid Form and Proposal. Failure to do so may subject bidder to disqualification.

**CHANGES TO THE SPECIFICATIONS PROJECT MANUAL:**

1. **Item No. PM-1**  
**Reference:** Section 00 01 20 – List of Schedules  
**Description:** Replace this Spec. Section in its entirety with the attached revised Spec. Section 00 01 20, List of Schedules. Note that the Bids Due Date has changed to **11/07/18** from the original 10/25/18.
2. **Item No. PM-2**  
**Reference:** Section 00 11 16 – Notice to Bidders  
**Description:** Replace this Spec. Section in its entirety with the attached revised Spec. Section 00 11 16, Notice to Bidders.
3. **Item No. PM-3**  
**Reference:** Section 00 21 13.1 – Bidder information and Forms  
**Description:** Add the attached Final Project Completion Reporting Requirements instruction document for Proposition 39 funding.
4. **Item No. PM-4**  
**Reference:** Section 00 21 13.1 – Bidder information and Forms  
**Description:** Add the attached copy of the Program Stabilization Agreement for Pittsburg Unified School District Capital Improvement Program Document, for information only.

**CHANGES TO THE DRAWINGS:**

NONE

**PRE-BID RFI'S:**

NONE

**ATTACHMENTS:**

- **Spec. Section 00 01 20 (1 Page)**
- **Spec. Section 00 11 16 (3 Pages)**
- **Prop. 39 Instructions (1 Page)**
- **Program Stabilization Agreement for Pittsburg Unified School District Capital Improvement Program Document (26 Pages)**
- **Pre-Bid Conference & Walkthrough Sign-In Sheet (2 Pages)**
- **Pre-Bid Conference Agenda (2 Pages)**

**END OF ADDENDUM**

DOCUMENT 00 01 20

**LIST OF SCHEDULES**

- 09/12/18: School Board presented Item on Intent to Advertise Project & Approval to Advertise for Bid
- 09/14/18 & 09/21/18: Advertise for Bid
- 09/17/18: Contract Documents available for Bidders
- 09/26/18: Pre-Bid Conference & Walkthrough @ 2:00 PM at HES
- 10/31/18: Final Due Date for Pre-Bid RFI's @ 5:00 PM
- 11/07/18: Bids Due @ 2:00 PM at District Admin. Bldg.
- 11/13/18: Bid Protest Period Ends @ 5:00 PM
- 11/13/18: Bid Results & Contract Award finalized information @ 5:00 PM for 11/14/18 School Board Meeting
- 11/14/18: School Board Approval & Contract Award
- 11/15/18: Notice of Award & Contract Issued
- 11/26/18: Notice to Proceed Issued (tentative pending Contract turnaround time)
- 06/10/19: On-Site Construction Work Start Date
- 08/02/19: On-Site Construction Completion Date
- 09/06/19: Contract Completion Date
- 09/25/19 or 10/09/19: School Board Approval to file Notice of Completion

END OF DOCUMENT

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Pittsburg Unified School District ("District") will receive sealed bids for the following project, Bid No. 18-008:

**Highlands Elementary School HVAC Equipment Replacement**

2. The Project consists of:

Replacement of Existing HVAC Equipment, Ductwork & Systems,  
including required Hazardous Materials Abatement Work

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

B or C-20

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.

5. Contract Documents will be available on or after Monday, September 17, 2018, for review, and/or purchase, at ABC Imaging, 1381 Franquette Avenue, Concord, CA 94520. Phone 925-674-0900, Fax 925-674-0993. In addition, Contract Documents are available for bidders' review at the following Builders' Exchanges:

- A. Bay Area Builder's Exchange (925) 685-8630
- B. Construction Bid Board (800) 424-3996
- C. Dodge Data & Analytics (877) 958-5062
- D. Peninsula Builders Exchange (650) 591-4486
- E. Sacramento Builders Exchange (916) 442-8991
- F. Solano-Napa Builders Exchange (707) 255-2515
- G. Builders of Santa Clara (408) 727-4000
- H. San Francisco Builders Exchange (415) 282-8220
- I. Marin Builders Exchange (415) 462-1220
- J. Builders Exchange of Stockton (209) 478-1005

6. Contract Documents, in hard copy format, are available for purchase for One Hundred Dollars (\$100.00), or in electronic format for Fifty Dollars (\$50.00) at ABC Imaging. This fee is non-refundable. Payment is to be made to ABC Imaging.

7. Sealed bids will be received until **2:00 p.m. (PST), Wednesday, November 07, 2018**, at the **District Administration Office, 2000 Railroad Avenue, Pittsburg, California, 94565** at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
8. Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered. A prequalification application can be obtained from Ms. Liza Bautista at [lbautista@pittsburg.k12.ca.us](mailto:lbautista@pittsburg.k12.ca.us).
9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
10. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Pittsburg Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
11. A mandatory pre-bid conference and site visit will be held on **Wednesday, September 26, 2018, at 2:00 p.m. (PDT)** at **Highlands Elementary School, 4141 Harbor Street, Pittsburg, California**. All participants are required to sign-in in front of the Administration Building. The site visit is expected to take approximately one (1) hour. Failure to attend or tardiness will render bid ineligible.
12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
16. The District has entered into a Project Stabilization Agreement that is applicable to this Project. For questions or assistance concerning the Project Stabilization Agreement, contact Mr. Larry Scott, (925) 473-2438, 3200 Loveridge Road, Pittsburg, California 94565.
17. The District shall award the Contract, if it awards it at all, to the lowest responsive, responsible bidder based on:
  - A. The base bid amount only.
18. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

# **Proposition-39**

## **Highlands Elementary School – HVAC Equipment Replacement Project**

### **Final Project Completion Reporting Requirements: A Look Ahead!**

#### **Contractor Responsibilities:**

As a summary, these key bullet points, per the outline above, should be added to the required scope of your installing contractor, and in the case of in-house implementation, your facilities and maintenance staff.

#### **Documents to be Submitted to Alan Glass, PUSD District Representative, upon Close-Out of EEP Project Scope**

- ❖ **Contracts:** Copies of all contracts, including milestone dates, total contract amounts, scope of work, etc.
- ❖ **Bill of Materials:** Complete records of Bill of Materials. These need to be separated by measure type and the facility at which the installation is located.
- ❖ **Invoices:** Specific to each measure, a detailed invoice listing equipment, parts, components and/or any other appurtenance related to the complete installation of the related measure.
- ❖ **Amendments (aka Change orders):** Documented changes to scope of a measure from the scope originally submitted to the CEC in the Energy Expenditure Plan. If one thing was specified, and the contractor installs something different, document the reason for the change and why, even if there is no change in cost!
- ❖ **Change Orders:** (see Amendments!)
- ❖ **Specifications and Cut Sheets (aka submittals):** It is extremely important to properly document the manufacturer's rated performance of any equipment/components installed, given its potential relationship to overall system performance and savings.
- ❖ **Inspection and Commissioning records:** Provide any and all documentation related to the start-up and commissioning of mechanical and electrical (lighting) systems.
- ❖ **Photographs:** Photo documentation of ALL systems and system components is required, using judgement for common parts; all HVAC systems should be photographed (eg. each packaged unit), but photos of samples of components (light fixtures, lamps, ballasts, controls, etc.), as typical throughout an installation, are appropriate.

PROGRAM STABILIZATION AGREEMENT  
FOR PITTSBURG UNIFIED SCHOOL DISTRICT  
CAPITAL IMPROVEMENT PROGRAM

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the Pittsburg Unified School District's Capital Improvement Program ("the Program") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Program.

WHEREAS, the successful completion of the Program is of the utmost importance to the Pittsburg Unified School District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Contra Costa Building and Construction Trades Council

WHEREAS, it is recognized that on a Program of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and



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

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

WHEREAS, the contracts for the construction of the Program will be awarded in accordance with the applicable provisions of the California State Public Contract Code; and

WHEREAS, the District has the absolute right to select the lowest responsible bidder for the award of construction contracts or the "Best Value" submission for Design-Build contracts on the Program; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Program;

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

## ARTICLE I

### DEFINITIONS

1.1 "Agreement" means this Program Stabilization Agreement, plus Appendices A,

—, —,

1.2 “District” means the Pittsburgh Unified School District and the administrative staff under its Superintendent.

1.3 “Contractor/Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Program under contract terms and conditions approved by the District and which incorporate the Agreement.

1.4 “Construction Contract” means the public works or improvement contracts which have been signed by the District and which are necessary to complete the Program.

“Construction Contract” does not include a contract between the District and any firm or individual performing construction management, program management, project management, architectural services, engineering services, project inspection services, special inspection services or testing (consistent with Section 2.1), landscape architectural services, CEQA or other environmental evaluation services, or any other services that are not “hands on” construction work on the Program, as defined herein.

1.5 “Master Agreement” means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which have been made available by the Council to the District and are on file with the Council and which are incorporated herein by reference and designated the “**Schedule A(s)**,” and are listed in Appendix \_\_\_\_\_.

1.6 “Program” means the Capital Improvement Program as funded by the Pittsburgh Unified School District Bond Program.

1.7 “Program Manager” or “Construction Manager” means the business entity(ies) designated by the District to oversee all phases of construction on the Program and is (are)

---

1.8 “Project” means the individual construction Project that has a total minimum value of one millions dollars (\$1,000,000) or more that is a part of the Program and designated to be covered by this Agreement in Exhibit A. The District may, at its discretion, designate other projects with a total value of less than one million dollars (\$1,000,000) to be covered by this Agreement if the District believes it is in the best interest of the District to do so. -Routine maintenance of District properties are not covered by the scope of this Agreement.

1.9 “Union” or “Unions” means the Contra Costa Building and Construction Trades Council, AFL-CIO (“Council”) and all affiliated unions (“Signatory Unions”).

## ARTICLE II

### SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employers, at whatever tier, performing Construction Contracts on the Project, including on-site testing and inspection where such work is traditionally covered by a collective bargaining agreement with a Union, and the District and the Contra Costa Building and Construction Trades Council, AFL-CIO (“Council”) and (“Signatory Unions”).

2.2 Project Description: This Agreement shall govern the award of all construction contracts identified by the District as part of the Program and that satisfy the requirements for a Project as defined herein. Exhibit A, attached to this Agreement and incorporated herein by reference, is a list of Construction Contracts to be covered by this Agreement. The District has the absolute right to combine, consolidate, add, or cancel Project(s) or portions of Project(s) identified as part of the Program. Should the District remove any Project listed in Exhibit A from the Program and thereafter authorize that construction work be commenced on the Project,

the Project shall be performed under the terms of this Agreement. Once a construction Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a construction Project shall be considered completed upon filing of a Notice of Completion.

2.3 Program Labor Disputes: All Program labor disputes involving the application or interpretation of the collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of the Program Stabilization Agreement shall be subject to resolution pursuant to the grievance arbitration procedure set forth herein.

2.4 Work covered by this Project Stabilization Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV (WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS), XII (GRIEVANCE ARBITRATION PROCEDURE), and XIII (JURISDICTIONAL DISPUTES) of the Project Stabilization Agreement shall prevail and be applied to such work.

2.5 Exclusions:

(1) The Agreement shall be limited to construction work on the Projects listed in Exhibit A and is not intended to, and shall not govern any construction work performed at the District at anytime prior to the effective date, or after the expiration or termination of the Agreement.

(2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are outside the approved scope of the Projects.

(3) The Agreement is not intended to, and shall not affect the operation or maintenance of the District.

(4) The Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

(5) This Agreement shall not apply to employees of the District.

(6) This Agreement shall not apply to contracts awarded pursuant to any emergency public works project(s) or any project using federal funds.

### ARTICLE III

#### EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for a Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. If a

Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by this Agreement except as required by the provisions of the California Labor Code.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

#### ARTICLE IV

##### WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Program:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on a Project, at the job site of the Program or at any other facility of the District because of a dispute on a Project or with a Contractor/Employer on the Project. It shall not be considered a violation of this provision for a Union to withhold labor (but not to picket) from - any Contractor/Employer who fails to make its timely payment of Trust Fund contributions or fails to meet its weekly payroll. Although disputes arising between the Unions and Contractor(s)/Employer(s) on other projects are not governed by this Agreement, a Union may not take any action against Contractor(s)/Employer(s) on District property and/or on a District Project because of a dispute between the Unions and Contractor(s)/Employer(s) on other projects.

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

(3) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement, and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contract Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on a project to the date those retroactive terms became effective and to make payment of those retroactive amounts within seven (7) days.

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

(1) A party invoking this procedure shall notify Gerald McKay, as the permanent arbitrator, or, Thomas Angelo, as the alternate 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 from the list of arbitrators in Article 12.2 Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the Contra Costa Building and Construction Trades council and involved local Union if a Union is alleged to be in violation.

(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.

(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 any award by the arbitrator. Gerald McKay's address, phone number and fax number, are:

PO Box 406

Burlingame, CA 94011-0405

Phone: (650) 588-6655

FAX: (650) 340-1511

Thomas Angelo's address, phone number and fax number are:

PO Box 1937

Mill Valley CA 94943

Phone: (415) 381-1701

Fax: (415) 380-9792

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



its issuance shall not delay compliance with or enforcement of the award. 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.

(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 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the parties.

(8) The parties to this Agreement agree that the labor organizations have not waived their legal rights to undertake otherwise lawful activity with regard to any dispute or disputes which they may have regarding non-Program construction work and operations; provided, however, that any such activities by the signatory Unions shall not disrupt or interfere in any way with any work done at any District site. Recognizing the above and, in order to carry out the principles of this Agreement, the parties agree:

A. Should a signatory Union have a dispute with regard to non-

covered work on or adjacent to any District site, the signatory union will notify the Contra Costa Building and Construction Trades Council and shall not undertake on or adjacent to the property, any public activity regarding the dispute. Representatives of the union and the Council shall meet with the representatives of the District to discuss and review the valid, legal manner and means by which the signatory union may undertake its activities with regard to this dispute (giving due consideration in such discussions and review to the traditional concerns for the ongoing operations of the Project) and to the importance of the continuity of the work covered by the Master Agreement, and develop a program which allows the signatory union to exercise its legal rights, but at the same time eliminates any possible disruptive effect on the ongoing Project construction work; and finally

(9) Should any signatory Union or the District (or its Program Manager/Project Contractors) become aware of a possible or actual labor dispute involving non-Project construction work or operations and involving non-signatory unions which may result in public activity on or about any District site by such non-signatory unions, the representative of each will jointly meet to discuss such activity and to work together, using their best efforts, to avoid having such activity adversely impact or otherwise delay or interfere with ongoing Project construction contracts.

(10) To the extent any provision in this Article IV conflicts with the dispute resolution provisions of Public Contract Code section 20104, et seq, this Article IV shall be null and void.

## ARTICLE V

### PRECONSTRUCTION CONFERENCE

5.1 A preconstruction conference shall be held prior to the commencement of each construction Project. Such conference shall be attended by a representative each from the participating Contractor/Employers and Union(s) and the Program Manager.

## ARTICLE VI

### NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground or because of, race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Program.

## ARTICLE VII

### UNION SECURITY

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

7.2 No employee covered by this Agreement is required to join any Union as a condition of being first employed on the Project.

7.3 All employees working on the Project shall be governed by the applicable Union Security clause of the applicable craft's "Schedule A" Agreement. Employees hired by the Contractor(s) shall, as a condition of employment, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

7.4 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Projects, provided it is not disruptive to the work of the Projects or the operation of the District.

## ARTICLE VIII

### REFERRAL

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

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

8.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for employees within forty-eight (48) hour period (Saturday, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain work persons from any source.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from graduates of District high schools first, residents of Pittsburg second, and residents of the East

Bay Area third, to meet the needs of the Program and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District high schools, residents of Pittsburg, and East Bay Area residents as journeymen and apprentices on this Program and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

8.5 Recognizing the special needs of this Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

#### ARTICLE IX

#### BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the project in the amounts designated in the Master Agreement of the applicable craft.

9.2 The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.3 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements as described in Section 9.1 above specifying the detailed basis on which payments are to be made into, and benefits

paid out of, such Trust Funds.

9.4 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail

#### ARTICLE X

NOT USED.

#### ARTICLE XI

#### COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employers' compliance with this Agreement if the District operates a labor compliance program (LCP) on the Project and if that LCP requires the District to monitor and enforce this compliance.

#### ARTICLE XII

#### GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

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

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The

Grievance Committee shall be comprised of

- two (2) representatives of the District;
- one (1) representative of the Program Manager;
- and
- three (3) representative of the Contra Costa Building & Construction Trades Council.

If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below:

1. Barbara Chavany
2. Thomas Angelo
3. William Riker
4. Barry Winograd
5. Chuck Askin

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement.



The expense of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

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

### ARTICLE XIII

#### JURISDICTIONAL DISPUTES

13.1 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions.

13.2 All Contractors and Subcontractors shall stipulate to and have the responsibility for making work assignments in accordance with the current rules, regulations and procedures of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry by the Building & Construction Trades Department, AFL-CIO, or any successor plan.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the

following procedures shall be taken in an attempt to resolve the matter:

- Step 1: The appropriate Union Representatives of the involved Crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours.
- Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor/Employer within five (5) calendar days.
- Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the current procedure established by the building and Construction Trades Department of the American Federation of Labor – Congress of the Industrial Organization. In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interferences and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

13.3 If any union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the District, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

13.4 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Program by reason of a jurisdictional dispute, the District and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of

California, including injunctive relief and damages, after complying with the emergency arbitration provisions of Article IV.

#### ARTICLE XIV

##### APPRENTICES

14.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a State approved Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

#### ARTICLE XV

##### HELMETS TO HARDHATS

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

identified by the parties.

15.1 The Unions and Employers 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 the Project. To the extent permitted by law, the Unions will give credit to such veterans for bonafide, provable past experience.

#### ARTICLE XVI

##### MANAGEMENT RIGHTS

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

16.2 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast prefabricated or preassembled materials, tools or other labor saving devices. Lawful fabrication provisions of the appropriate national or local collective bargaining agreement(s) shall be applicable.

#### ARTICLE XVII

##### SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word

of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

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

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

#### ARTICLE XVIII

18.1 This agreement shall become effective on the day the District awards the first contract covered by the scope of this Agreement, provided that all Union signatories have first executed this Agreement, all applicable Master Agreement(s) are on file with the District, and shall continue in full force and effect until the Projects are complete.

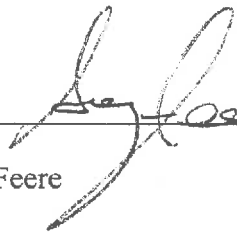
18.2 The District or the Council may terminate this Agreement upon seven (7) days written notice to the other party for any project(s) that the District has not yet awarded to contractor(s) to construct.

Pittsburg Unified School District

BY: Mark Banta

DATE: 4/26/06

Contra Costa Building & Construction Trades Council AFL-CIO (Council)

BY:  \_\_\_\_\_

DATE: 11-29-05

Greg Feere

C.E.O.

PROGRAM STABILIZATION AGREEMENT  
Pittsburg Unified School District  
Capital Improvement Program

SIGNATURES

Signatory Unions:

Michael Cook  
Asbestos Workers Local #16

Greg Cipriani  
Drylayers & Allied Craft Workers Local

Butch Allen  
Northern California Carpenters Regional Council

Randy deMaier  
Laborers Local #324

Steven K  
District Council of Plasterers & Cement Masons

Michael W. Galenough  
Electricians Local #302

Chet Murphy  
Plasterers Local #66

Mike Hohl  
Plumbers Local #159

Donald Ziegen  
Roofers Local #81

Rob Robbins  
Teamsters Local #315

[Signature]  
Boilermakers Local #549  
Samuel K...  
Hod Carriers Local #166

Donald A. Zappa  
Iron Workers Local #378

[Signature]  
Northern California District Council of Laborers

Jon Bouille  
Operating Engineers Local #3

Raymond...  
Painters & Allied Trades District Council #16

Bruce Wood  
Sheet Metal Workers Local #104

Stanley M. Smith  
Sprinkler Fitters Local #483

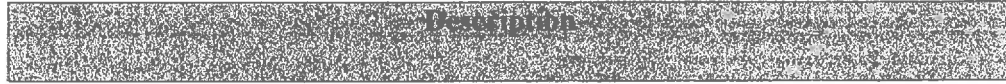
Larry Blewins  
Steamfitters Local #342

[Signature]  
Underground Utility/Landscape #355

[Signature]  
Elevator Construction Local #8

PITTSBURG UNIFIED SCHOOL DISTRICT  
CONSTRUCTION STABILIZATION PROGRAM

EXHIBIT A



Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

Re: (NAME OF PROJECT),

Project Stabilization Agreement -- Letter of Assent

Dear Mr./Ms.

The undersigned party confirms that it agrees to be a party to and bound by the (NAME OF PROJECT), Project Stabilization Agreement, together with all appendixes and any and all amendments and supplements now existing.

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



Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the (NAME OF PROJECT). The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

California State License Number: \_\_\_\_\_

Name and Signature of Authorized Person: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)



# Pre-Bid Conference & Walkthrough Sign-In Sheet

Date: 09/26/18 @ 2:00 PM

Highlands ES – HVAC Equipment Replacement Project

| Print Name              | Signature | Company Name                        | Email Address                          | Phone #          |
|-------------------------|-----------|-------------------------------------|----------------------------------------|------------------|
| DANIEL JUN KWANG SU KIM |           | FIX ALL CO.                         | FIXALLCO99@gmail.com                   | 510-910-7545     |
| John Richey             |           | K&W ELECTRICAL SVC.                 | KIMKWELECTRIC@gmail.com                | 408-482-2476     |
| Rolando Roldan          |           | Golden state Electrical innovations | John.Richey@gmail.com                  | (707) 631-4474   |
| David Sullivan          |           | Bell Products                       | rroland@bellproducts.com               | 707-255-1811     |
| Rick MALOUF             |           | Sullivan Construction               | sullivanconstruction@outlook.com       | 707 377-0478     |
| Kirk Beckstead          |           | MARTINEZ SHEET METAL                | RICK MALOUF @ MARTINEZ SHEET METAL.COM | 925 228 3380     |
| BEN GONZALEZ            |           | Project Bu.H                        | kirk@projectbu.hinc.com                | 415-525-6033     |
| CHRIS CAMPBELL          |           | DOWDLE & SONS MECHANICAL            | BEN@dowdleandsonsmech.com              | (707) 333-9900   |
| Brittany Myers          |           | MATRIX HG INC                       | CCAMPBELL@MATRIXHGINC.COM              | 925 250-4162     |
| Joseph Kim              |           | MATRIX HG INC                       | bmyers@matrixhginc.com                 | 925-250-9031     |
| GLEN RIBSBE             |           | USS CAL                             | josepheusscalbus.com                   | 714 703 6565     |
| RUBEN RANJA             |           | PME                                 | glen@pacificmeritdecor.com             | 209 408 9237     |
| Bob Sutton              |           | STERLING                            | RBANJAS@STERLINGMENN.COM               | 1415-716-3632    |
| BRANDON MURRAY          |           | Sensible Environmental              | bob@sensibleinc.net                    | 925:383-4771     |
| Ernesto Ramos           |           | Petersen Mech                       | brandonm@petersenmechanical.com        | 707 940-3142     |
| Dani Hoover             |           | Netto Electric                      | nettoelectric@gmail.com                | 707-689-6565     |
| Larry Scott             |           | HYT                                 | hoover@hytcorp.com                     | 925 681-2731x110 |
| Liza Bautista           |           | PUSD Director of Facilities         | lscott@pittsburg.k12.ca.us             | 925.473.2438     |
|                         |           | PUSD Facilities Specialist          | lbautista@pittsburg.k12.ca.us          | 925.473.2440     |





# Pre-Bid Conference

09/26/18 @ 2:00 PM – Highlands ES

## Highlands ES – HVAC Equipment Replacement Project

- I. Welcome and Introductions
- II. Sign-In Sheet
- III. Review Schedule for Bid
- IV. Bid Set of Contract Documents
- V. Deadline for Bid Questions
- VI. Addendum/Addenda
- VII. Questions
- VIII. Site Tour

Adjourn

**Highlands Elementary School HVAC Equipment Replacement**  
**Pittsburg Unified School District**  
**Mandatory Pre-Bid Conference & Walkthrough**

**AGENDA**

**I. Introduction of Project Team Members:**

Those present:

- Larry Scott – PUSD Director of Facilities Planning & Management
- Keith Holtlander – PUSD Project Manager, Facilities Planning & Management
- Chris Gallup – PUSD Project Inspector
- Liza Bautista – PUSD Facilities Specialist
- Brian Chuck – McCracken & Woodman Project Manager

**II. Schedule:**

- A. October 31, 2018: Pre-Bid RFI's due by 5:00 PM
- B. November 07, 2018 @ 2:00 PM: Bids Due**
- C. November 15, 2018: Notice of Award
- D. November 26, 2018: Notice to Proceed
- E. June 10, 2019: On-Site Construction Work Start
- F. August 02, 2019: On-Site Construction Completion
- G. September 06, 2019: Contract Completion

**III. Requirements of the Bid:**

- A. Preparation of Bid Forms – Complete all bid forms, the bids must be signed in the name of the bidder, submitted in sealed envelopes bearing the name of the bidder.
- B. Delivery of Bids –**2:00 PM on Wednesday, November 07, 2018.** Bids received at the District Administration Office, 2000 Railroad Avenue, Pittsburg, CA 94565
- C. Bid Security – Each bid shall be accompanied by a bid bond or certified/cashiers check payable to the District as described.
- D. Sub list, site visit certification, non-collusion declaration and Iran Contracting Act Certification (only if required)
- E. Insurance Requirements – See General Conditions 00 72 13 Article 13 for Insurance and Bonds and Special Conditions, 00 73 13, Article 5 for Insurance Policy Limits.
- F. Fingerprinting Requirements are in the Special Conditions, Article 8.

**IV. Site Walk:**

- A. Area of Work
- B. Site Access

**V. Questions and Answers:**