

HAYWARD UNIFIED SCHOOL DISTRICT

Measure I

CONSTRUCTION PROJECT STABILIZATION AGREEMENT

PROJECT STABILIZATION AGREEMENT
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**PROJECT STABILIZATION AGREEMENT FOR THE
HAYWARD UNIFIED SCHOOL DISTRICT
MEASURE I PROJECTS**

The purpose of this Agreement is to promote efficiency of construction operations during the Hayward Unified School District Measure I new construction and modernization projects ("Projects") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Projects, while also helping to increase training and employment opportunities for the District's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the District's schools.

WHEREAS, the Hayward Unified School District ("District") has successfully implemented Project Stabilization Agreements in three previous bond programs and has found such agreements to improve construction outcomes and promote the efficient and prudent use of public funds;

WHEREAS, the successful completion of the Projects is of the utmost importance to the District to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; 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 Building and Construction Trades Council of Alameda County ("Unions") and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, it is recognized that on projects 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/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects by the Contractor/Employer(s), and further, to encourage close cooperation among 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, the 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 Projects, 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 construction work on the Projects will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, in recognition of the unique local Hayward funding of the Projects, the parties signatory to this Agreement realize that this Agreement should also be unique to Projects of this type in Hayward, and therefore is not to be considered a precedent for provisions sought in other future agreements outside of Hayward; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects; and

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

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

1. DEFINITIONS

- 1.1. **Agreement** means Project Stabilization Agreement.
- 1.2. **District** means the Hayward Unified School District, its employees, agents, and administrative staff under its Superintendent.
- 1.3. **Completion** of work on a project means that point at which there is Final Acceptance by the District of a project, defined as when the District has determined that the work to construct the project is in all respects 100% complete, including change orders, and that all contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents. Division of State Architect approval is not required for determining that a project is complete.
- 1.4. **Contractor/Employer(s)** means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, which is an independent business enterprise and enters into a contract with the District not excluded in this Agreement or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Projects under contract terms and conditions approved by the District and which incorporate the Agreement.
- 1.5. **Construction Contracts** means the public works contracts not excluded in this Agreement which will be signed by the District and which are necessary to complete the Projects, and all contracts and subcontracts thereunder.
- 1.6. **Projects** means all of the Hayward Unified School District Projects which are funded in whole or in part with Measure I bond funds, and where either the engineer's estimate of the total cost of the project or the cumulative bid amounts submitted by all contractor(s) awarded Construction Contracts for the Project exceeds one million

dollars (\$1,000,000), as more fully set forth in Section 2.4.

- 1.7. **Union** or **Unions** means the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").
- 1.8. **Program/Program/Project Manager** means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Projects.
- 1.9. **Director of FMOT** means the Director of Facilities, Maintenance, Operations, and Transportation for the Hayward Unified School District.
- 1.10. **Master Agreement** means the Master Collective Bargaining Agreement of each craft Union signatory hereto.
- 1.11. **Hayward Resident** for purposes of this Agreement 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 Agreement, that the individual resided within either the boundaries of the Hayward Unified School District, Hayward City limits, or zip codes 94541, 94542, 94546 and 94587, on the date of such certification.
- 1.12. **First Period Apprentice** is a first period apprentice who is enrolled in a State of California approved apprenticeship program that is a joint labor-management apprentice program.
- 1.13. **General Contractor** means the entity in contract with the District for construction of a particular Project, such as a prime contractor or lease-leaseback contractor.

2. SCOPE OF AGREEMENT

- 2.1. **Parties** The Agreement shall apply and is limited to all Contractors/Employer(s) performing construction contracts on the Projects, the District and the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions"). It is agreed that liability under this Agreement is several and not joint.
- 2.2. **Project Description** The Agreement shall apply to all Construction Contracts identified by the District for the Projects. For the purposes of this Agreement, a Construction Contract shall be considered completed as set forth in Section 1.3, or when the District directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

- 2.3. **Project Labor Disputes** All project labor disputes involving the application or interpretation of a Master Agreement to which a signatory Contractor/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of the Project Stabilization Agreement shall be subject to resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth in Article 13. Notwithstanding any specific dispute resolution procedures in this Agreement, all disputes arising from the Agreement shall be resolved by a neutral arbitrator.
- 2.4. This Agreement shall cover all public work or improvement for the Project including construction, alteration, demolition, installation and repair, site preparation, inspection, and surveying, that is part of a Construction Contract. This Agreement shall also cover Measure I-funded contracts such as job-order contracts or other “as-needed” or “not-to-exceed” contracts where the maximum contract amount is above the dollar threshold specified in Section 1.6, even if the amount of any individual job order is below the threshold. The District and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to each and all projects as defined in this section, whether used in the singular or plural herein.
- 2.5. This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.
- 2.5.1. This Agreement covers testing and inspection where such testing and inspection is work performed at the site of construction and is a classification in which a prevailing wage determination has been published, and on-site trucking and on-haul and off-hauling to the fullest extent provided by law and the prevailing wage determinations of the DIR.
- 2.5.2. This Agreement covers all on-site fabrication work over which the District, the Contractor(s) or subcontractor(s) possess the right of control (including work done for a Project in any temporary yard or area established for a Project.) Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Master Agreement or local addenda to a national agreement of the applicable Union that is in effect as of the execution date of this Agreement.
- 2.5.3. This Agreement covers any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or

subsystems for the Project performed after Completion pursuant to a Construction Contract, unless performed by District employees.

- 2.6. Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any 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 4, 13, and 14 of the Project Stabilization Agreement shall prevail and be applied to such work.

2.7. Exclusions

- 2.7.1. This Agreement is not intended to and shall not govern any construction work that is bid or performed prior to the effective date of this Agreement or on any District public works project that is not explicitly subject to this Agreement.
- 2.7.2. Equipment and machinery owned or controlled and operated by the District and not directly related to the Project;
- 2.7.3. This Agreement is not intended to cover work included in a power purchase agreement. Prior to the commencement of such work, the District shall meet and confer with the Council and the Unions to verify that it is not covered by this Agreement.
- 2.7.4. Shop fabrication work not covered under state prevailing wage determinations is excluded from this Agreement, with the exception of the shop fabrication work identified in Section 2.5 this Agreement.
- 2.7.5. This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.
- 2.7.6. Excluded from this Agreement is the delivery of supplies, equipment or materials that are stockpiled for later use.
- 2.7.7. This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building, shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line that provides for access to the building via a conduit or series of conduits shall be Covered Work.

- 2.7.8. In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee; provided, however, that the manufacturer, contractor, or owner can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement. All such work shall be identified and discussed at the Pre-Construction Conference as provided in Article 5 of this Agreement.
- 2.7.9. 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, if any.
- 2.7.10. The Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors above the level of general foreman (except those covered by existing Master Agreements), and office and clerical employees. Nor does the Agreement apply to or otherwise affect any Contractor/Employers' parent companies, subsidiaries, or affiliates.
- 2.7.11. The Agreement is not intended to, and shall not, affect the operation or maintenance of any school facilities within the District not expressly covered by the Project scope of work, nor shall the District be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.
- 2.8. **Award of Contracts** It is understood and agreed that the District has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.
- 2.9. It is understood by the parties that the District may, at any time, and at its sole discretion, combine, consolidate or modify and/or not build any one or more of the particular projects covered by this Agreement and, with mutual agreement of the negotiating parties to this Agreement, determine to build additional projects under this Agreement not currently covered by this Agreement. In addition, the District may, at any time, at its sole discretion, terminate, delay and/or suspend any or all portions of work covered by this Agreement. However, should the District remove any work, contract, or Project and thereafter authorize that work, contract, or Project to be commenced, then such work, contract, or Project shall be performed under the terms of this Agreement.
- 2.10. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any non-Project operation, work, or function which may occur at the Project site or be associated with the development of the Project, unless such operation,

work, or function is funded with Measure I funds and otherwise satisfies the definition of Project herein.

3. EFFECT OF AGREEMENT

- 3.1. By executing the 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 the Projects, 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. This Agreement shall not be interpreted to prohibit or otherwise limit any non-union contractor or subcontractor from bidding on or submitting a proposal on any Project covered by this Agreement.
- 3.3. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the Construction Contract, the Contractor/Employer(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 subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. 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.
- 3.4. This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

4. WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1. The Unions, District and Contractor/Employers covered by the Agreement agree that for the duration of the Projects:
 - 4.1.1. There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions, Contractor/Employers, or employees employed on the Projects, at the job site of the Projects or at any other facility of the District, as a result of or related to a dispute on the Projects. Disputes arising between the Unions and Contractor/Employers on District projects other than the Projects are not governed by the terms of the Agreement or this Article.
 - 4.1.2. As to employees employed on the Projects, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.
 - 4.1.3. If a master collective bargaining agreement between a Contractor/Employer

and the Union expires before the Contractor/Employer completes the performance of the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining 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 master collective bargaining agreement 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 and Contractor/Employer. If the new or modified master collective bargaining agreement reached between the Union and Contractor/Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the new or modified Master Agreement.

- 4.2. In the case of nonpayment of wages or trust fund contributions on the Projects, the Union shall give the District and the Contractor/Employer(s) notice of intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. If, after receipt of such notice, the Contractor/Employer(s) fail to remedy such nonpayment within five (5) business days, a Union's withholding of labor (but not picketing, striking, sympathy striking, stopping work, slowing down work, inducing or encouraging lockouts, hand billing or otherwise advising the public that a labor dispute exists) from a Contractor/Employer who has so failed to pay his/its required wages or trust fund contributions shall not be considered a violation of this Article.
- 4.3. Any party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity, when a breach of this Article is alleged to have occurred:
 - 4.3.1. A party invoking this procedure shall notify, by facsimile, email or telephone, the party alleged to be in violation, the District representative, and the Building and Construction Trades Council of Alameda County and the involved local Union if a Union is alleged to be in violation.
 - 4.3.2. Upon receipt of said notice, the recipient party shall notify William Riker, as the designated neutral arbitrator, or, Robert Clark, as the designated alternate neutral arbitrator under this procedure. In the event that the designated arbitrator is unavailable at any time, the designated alternate arbitrator will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Section 13.2. The designated arbitrator named above or his/her alternate will designate a place for, schedule and will convene a hearing within twenty-four (24) hours if it is contended that the violation still exists. It is further understood, that the Joint Administrative Subcommittee defined in Section 13.2 shall review the designated arbitrators named above, prior to the

award of the first construction contract, and thereafter annually. The purpose of this review is to either confirm or re-designate the arbitrators from the list of arbitrators in Section 13.2.

- 4.3.3. The arbitrator shall notify the parties by facsimile, email 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. The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall retain jurisdiction to determine compliance with this Article and to establish the appropriate sum of damages, which shall not be less than one thousand dollars (\$1,000.00) or more than fifteen thousand dollars (\$15,000.00) for each shift.
- 4.3.4. 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.
- 4.3.5. 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 4.3.4 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.
- 4.3.6. 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.
- 4.3.7. The fees and expenses of the arbitrator shall be divided equally between the parties, including, but not limited to, any cost associated with a requested written opinion of the arbitrator, as described above. If, after final order by any Court of competent jurisdiction, the offending party continues to breach the terms of Article 4 of this Agreement, the non-offending party shall have the option to recover monetary damages associated with the breaching party's failure to comply with the Agreement and court order, including but not limited to delay damages and escalation costs.

5. PRE-CONSTRUCTION CONFERENCE

- 5.1. A pre-construction conference shall be held prior to the commencement of work under any Construction Contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s) and Union(s), and the District's Program/Project Manager who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:
 - 5.1.1. The commencement of any Project work, and
 - 5.1.2. The commencement of Project work on each subsequently awarded Construction Contract.
- 5.2. The mark up meeting shall be attended by a representative of each participating Contractor/Employer and each affected Union, and the Council and District may attend at their discretion.
- 5.3. The mark up meeting shall include but not be limited to the following subjects:
 - 5.3.1. A listing of each Contractor/Employer's scope of work;
 - 5.3.2. The craft assignments;
 - 5.3.3. The estimated number of craft workers required to perform the work;
 - 5.3.4. Transportation arrangements;
 - 5.3.5. The estimated start and completion dates of the work; and
 - 5.3.6. Discussion of pre-fabricated materials.
- 5.4. All efforts will be made to hold the pre-job conference in sufficient time to ensure all the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least 21 days before the work commences. All meetings shall be held at the offices of the Building Trades Council of Alameda County, or as otherwise agreed.
- 5.5. For job-order contracts or other "as-needed" or "not-to-exceed" contracts ("JOC"), once the District enters into a JOC, it must provide the Council with the contact information of the contractor awarded the JOC and/or all contractors on the vendors list, for pre-job conference coordination. JOC pre-job conferences must occur at least fourteen (14) calendar days prior to the commencement of any work under the JOC. If the District renews the JOC, or if any contractors are added to the vendors list, an additional pre-job conference will be required.

6. NO DISCRIMINATION

- 6.1. The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, religion, political affiliation, membership or non-membership in a labor organization, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), or any other basis made illegal by law against any employee, or applicant for employment, on the Projects.
- 6.2. The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.
- 6.3. The Parties agree to recognize and use the Substance Abuse Prevention Program contained in each applicable Union's Master Agreement. Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Master Agreement. A list of the Master Agreements is attached hereto as Attachment C, which list may be subject to change.

7. UNION SECURITY

- 7.1. The Contractor/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.
- 7.2. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.
- 7.3. Authorized representatives of the Union(s) shall have access to the Projects whenever work covered by this Agreement is being, has been or will be performed on the Projects.

8. REFERRAL

- 8.1. The Union(s) shall be the primary source of all craft labor employed on the Projects. However, in the event that a Contractor/Employer has his/her own core workforce, the Contractor/Employer(s) may request by name, and the local shall honor, referral of persons who demonstrate the following qualifications:
 - 8.1.1. Possess any license required by state or federal law for the Project work to be performed;
 - 8.1.2. Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
 - 8.1.3. Were on the Contractor/Employer(s)' active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and

- 8.1.4. Have the ability to perform safely the basic functions of the applicable trade.
- 8.2. The Union will refer to such Contractor/Employer(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of such Contractor/Employer(s)' "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer(s) crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. In the event that any number of these 5 core employees are Hayward Residents, the Contractor/Employer(s) may continue to request, and the Union will continue to refer, one additional "core" employee for each Hayward Resident core employee referred, up to a maximum of 10 core employees total. All such additional core employees will be referred in the same one and one process as described above. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer(s)' work the ratio shall be maintained and when the Contractor/Employer(s)' workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employer(s) signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such Contractor/Employer(s), except the provisions limiting the number of core employees and the provisions regarding the use of Hayward Residents as core employees.
- 8.3. Contractor/Employer(s) shall 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.
- 8.4. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. The Contractor/Employer(s) shall immediately notify the appropriate Union of the identity, including name, address, telephone number and social security number, of any such person(s) hired from an alternative source.
- 8.5. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s), and document such efforts as required.
- 8.6. **Contractors/Employers - Selection of Employees.** The Contractors/Employers shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 8.7 below and the applicable Master Agreement. The Contractors/Employers shall also have the right to reject any applicant referred by a Union for any reason; provided,

however, that such right is exercised in good faith and not for the purpose of avoiding the Contractors/Employers' commitment to employ qualified workers through the procedures endorsed in this Agreement.

- 8.7. The Contractors/Employers agree to comply with the Unions' job referral systems, which shall be used exclusively by such Contractors/Employers, except as modified by this Agreement. Such job referral systems will be utilized by the Contractors/Employers and operated by the Unions in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors/Employers to meet their employment needs.
- 8.8. **Fingerprinting and Megan's Law** The Parties are aware of the District's policy, consistent with state law, that a person who would not be eligible for employment by the District under California Education Code sections 45125.1 and 45125.2 or a person listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>) may not have more than limited contact with pupils unless additional measures are taken pursuant to section 45125.2. The Contractors/Employers and Unions shall adhere to this policy if and when applicable.
- 8.9. **Skilled and Trained Workforce Requirements** Contractor/Employers understand that the District will be performing certain projects where the skilled and trained workforce requirements set forth in Public Contract Code section 2601 apply (i.e., lease-leaseback, design-build, AB 841). Contractor/Employers acknowledge that they are required to comply with the skilled and trained workforce requirements.

9. WAGES AND BENEFITS

- 9.1. All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the Projects in the amounts designated in the Master Agreements of the appropriate local. The Contractor/Employer(s) shall not be required to pay contributions to any other trust funds or in amounts that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except that Contractor/Employer(s) who are signatory to collective bargaining agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.
- 9.2. By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established trust agreements, as described in Section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds.
- 9.3. **Wages, Hours, Terms and Conditions of Employment:** The wages, hours and other terms and conditions of employment on the Projects 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 in this Agreement, the Master Collective Bargaining Agreement will prevail. When a subject is covered by both the Master Collective Bargaining Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

10. EMPLOYEE GRIEVANCE PROCEDURE

- 10.1. All disputes involving discipline and/or discharge of employees working on the projects shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Projects shall be disciplined or dismissed without just cause.

11. COMPLIANCE

- 11.1. It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. 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 Contractor/Employers on the Projects. The District may also monitor and enforce compliance with the Agreement, and the Contractor/Employer(s) and Unions shall cooperate with the District in any such effort. The District shall monitor and enforce compliance with the prevailing wage requirements of the State, to the extent required by law, and Contractor/Employer(s)' compliance with this Project Stabilization Agreement.

12. JOINT ADMINISTRATIVE COMMITTEE

- 12.1. The parties to this Agreement shall establish a five (5) person Joint Administrative Committee (JAC). The JAC shall be comprised of two (2) representatives selected by the District; one at large seat 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 Agreement.
- 12.2. The JAC shall meet as required but not less than once each 3 months to review the implementation of the Agreement and the progress of the Projects. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the JAC for review and recommendation.

13. GRIEVANCE ARBITRATION PROCEDURE

- 13.1. 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/Employer on its own

behalf) provides notice in writing to the signatory party with whom it has a dispute within ten (10) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual agreement (oral or written) of the parties.

13.2. Grievances shall be settled according to the following procedures:

13.2.1. 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, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

13.2.2. 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 Joint Administrative Subcommittee (consisting of the District and Union representatives of the JAC), 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 JAC), to confer in an attempt to resolve the grievance. Any resolution by the JAC shall be final and binding. 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.

13.2.3. Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon neutral arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, the arbitrator shall be selected by the alternate striking method from the following list: Robert Hirsch, Barry Winograd, William Riker, Larry Kay, and Robert Clark. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. Such striking shall take place within three (3) days. If a party does not respond within three (3) days, this means any arbitrator from the list is acceptable. 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 13.2 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 a request for an 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.

14. JURISDICTIONAL DISPUTES

- 14.1. The assignment of Covered Work will be solely the responsibility of the Contractor 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.
- 14.2. All jurisdictional disputes on this Project between or among the Union(s) and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union(s) parties to this Agreement.
- 14.3. If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article 5, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 14.4. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.
- 14.5. Each Contractor shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Project Manager 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.

15. MANAGEMENT RIGHTS

- 15.1. The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. 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. SAVINGS CLAUSE

- 16.1. 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 word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

- 16.2. 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. If a court of competent jurisdiction determines that 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 4.

17. TERM

- 17.1 This Agreement shall be included as a condition of the award of construction contracts for all individual Projects which are funded in whole or in part with Measure I bond funds, that are over one million dollars (\$1,000,000), and awarded after the date of this agreement.
- 17.2 This Agreement shall become effective upon execution by the District and the Council and shall continue in full force and effective until the Completion of the Projects, as set forth in Sections 1.3 and 2.2.

18. LOCAL HAYWARD HIRE REQUIREMENTS

- 18.1. Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from Hayward Residents, to meet the needs of the Projects 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 the Unions, of qualified Hayward Residents, as journeymen and apprentices on the Projects and entrance into such apprenticeship and training programs as may be operated by the signatory Unions consistent with the applicable Apprenticeship Program's state-approved Standards.
- 18.2. The Parties agree to a goal that Hayward Residents, and especially District Graduates, will perform a minimum of 30% of the hours worked, on a craft-by-craft basis on the Projects. The Contractor/Employer(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 Hayward Resident workers in their hiring hall procedures to facilitate this 30% goal on the Projects.

18.2.1. A "District Graduate" is defined as a person who within the past twenty (20)

years, received a High School Diploma from the District, or attended a District high school and subsequently obtained a Graduate Equivalency Degree or passed the California High School Proficiency Exam.

- 18.3. Should any of the contractors performing work on the Projects fail to comply with this 30 percent goal and fail to comply with a specific submittal process to be included in their contractual requirements requiring a demonstration of “good faith” efforts to do so, the contract’s five percent retention will be held as a disputed amount until such time that this failure is remedied. Acceptable remedies to correct continued failure may include, but not be limited to the following remedies, as determined by the JAC (as established in Article 13):

- 18.3.1. Classification as a non-qualified bidder on future District projects,

- 18.3.2. Commitment, with documentation, to employ Hayward Residents on private, non- District projects for a determined number of work hours,

- 18.3.3. Bringing in Hayward Residents as new apprentices and continuing their employment for up to 12 months.

- 18.4. A Contractor/Employer(s) who has employed a Hayward Resident for up to six months preceding the start of the District project for a minimum of at least 100 hours per month and has the ability to perform safely the basic functions of the applicable trade may receive credit for 50 percent of these hours towards the 30 percent goal. A Contractor/Employer may also receive credit for 50 percent of the documented hours performed by Hayward Residents on the Contractor’s non-District projects, when such hours are concurrent with the Contractor’s work on the Projects.

- 18.5. The maximum total combined credit that can be applied for in Section 18.4 above is half of the 30 percent.

- 18.6. Should any Contractor/Employer performing work on the Projects exceed the 30 percent local hire goal as set forth in this Agreement, they shall be acknowledged at the appropriate public, televised school board meeting for their efforts at the completion of their contract scope.

- 18.7. Local Hire Apprentice Goals:

- 18.7.1. The General Contractor will be required to hire one Hayward Resident as a first period apprentice for every five million dollars of total construction cost. There can be no more than two entry-level apprentices for each craft, and the general contractor will be able to include entry-level apprentices hired by their subcontractor to meet this requirement. The District will refer names of former students or recent graduates to the Union and Contractor/Employers and the Unions will agree to cooperate with the Contractor/Employers in furnishing apprentices as requested and the hiring of the apprentices will be in accordance to the Apprenticeship provisions listed in the Master Agreements, and the 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 apprentices upon request will relieve the Prime contractor of this Hayward Resident first period apprentice hiring responsibility.

18.9.2 The General Contractor or subcontractor who hires such Hayward Resident First Period Apprentices shall be credited with two work hours towards the 30% local work hours, for each hour worked by the first period Hayward Resident apprentices. The intent of this provision is to work the new apprentices to the fullest extent permissible by state law and the Master Agreements. Failure of the General Contractor and their subcontractors to maintain qualified apprentices on the job may be subject to Division of Apprenticeship Standards penalties, and further penalties as determined by the JAC.

18.10 The parties agree to a goal that Contractors working on the Project will employ graduates of a JAC-approved apprenticeship readiness program for at least fifteen percent (15 percent) of all apprentice work hours on the Projects, for each year that this Agreement is in effect. The Council's and the Unions' ability to reach this goal is subject to District students' desire to enroll in said programs, and District students' ability to satisfy the requirements for entry into said programs.

19. WORK OPPORTUNITIES PROGRAMS

19.1. In order to achieve the objectives set forth in Article 18 above, the Parties agree to cooperate respecting the establishment of a work opportunities program for Hayward Residents, the primary goal of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

19.1.1. Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Hayward Residents as journeymen and apprentices on the Project, and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions;

19.1.2. Work cooperatively with the District and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry;

19.1.3. At the request of the District, participate in District based job fairs, career days and outreach events at least twice a year;

19.1.4. At the request of the District, provide speakers to speak at District programs and Academies at least four times a year;

19.1.5. Assist Hayward Residents in contacting apprenticeship readiness programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in.

- 19.1.6. At the request of the District, provide a contact information list for all Union representatives and JAC representatives; and
- 19.1.7. Support local events and programs designed to recruit and develop adequate numbers of competent workers in the Union construction industry.
- 19.2. Apprenticeship Pathways for Current-Year High School Graduates. The Council and the Unions agree that District students who are graduates of a JAC-approved apprenticeship readiness program shall be given preferred and priority access and pathways to apprenticeship programs where available.
 - 19.2.1. The Council and the District shall meet and confer towards establishing a workforce development fund, financed by up to \$0.10 per hour of Covered Work. The fund, if established, may be used to support MC3 apprenticeship readiness program costs, participant expenses related to apprenticeship readiness and apprenticeship programs, implementation of workforce development goals, and/or reporting requirements. The JAC shall advise the Council and the District regarding how the fund should be used to achieve the objectives of this Agreement. The establishment of the apprenticeship readiness program is contingent upon the ability to secure this funding.
 - 19.2.2. The parties agree to establish an MC3 apprenticeship readiness program in District high schools or adult education centers and/or refer interested students to JAC-approved apprenticeship readiness programs.
 - 19.2.3. The Parties agree that:
 - 19.2.3.1. The District will provide the Council and the Unions opportunities to engage and discuss apprenticeship opportunities with current District students;
 - 19.2.3.2. Data will be collected and provided at the end of each District fiscal year and six (6) months thereafter, every year, including information on the students that have been referred to apprenticeship programs, including which program(s) and the status of progress and/or graduation status.
- 19.3. The Council or its designee shall inform and advise District students and, when appropriate, District employees on the process, availability and opportunities of a career or job in the local construction trade industry.
- 19.4. Subject to the District's process for field trips, off-campus curriculum or offering off-campus classes, the Council and the Unions will offer students tours of different apprenticeship programs.
- 19.5. The District will collaborate with the Council to make District students available for the above opportunities, to allow the Council and the Unions to engage and discuss

apprenticeship opportunities with current District students.

20. MISCELLANEOUS PROVISIONS

- 20.1. **Integration.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 20.2. **No Representations or Warranties.** Each of the parties acknowledges no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty
- 20.3. **Modification.** Each of the parties acknowledges and agrees that this Agreement may be amended only by a writing signed by all of the parties.
- 20.4. **Interpretation.** Each of the parties acknowledges and agrees that this Agreement is to be construed as whole according to its fair meaning and not in favor of nor against any of the parties as draftsman or otherwise.
- 20.5. **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda in accordance with the procedures set forth in this Agreement.
- 20.6. **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America as applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.
- 20.7. **No Attorneys Fees.** No party shall be entitled to recover an award of attorneys' fees or costs with respect to any action or proceeding seeking relief under this Agreement.
- 20.8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile or electronic signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.
- 20.9. **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.
- 20.10. **Ratification by Governing Board.** This Agreement shall not be binding on the District until it is approved or ratified by the Governing Board at a publicly noticed Governing

Board meeting.

Hayward Unified School District

Signature: Chien Wu-Fernandez

Print Name: Chien Wu-Fernandez

Print Title: Superintendent

Date: 11 / 24 / 2025

Board of Trustees' Approval:

Dated: 11/05/2025

**Building and Construction Trades Council of
Alameda County**

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

UNION SIGNATURES

Addendum A
Agreed to Letter of Assent

[Name]
[Addressee] [Address]
[City and State]

Re: Hayward Unified School District Measure I Projects, Project Stabilization Agreement.
Letter of Assent for _____
(Projects Name)

Dear Mr. /Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Hayward Unified School District Measure I Projects, Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

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

Such 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 Hayward Unified School District Measure I Projects. 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: _____

Project Contract Number: _____

California State License Number: _____

Motor Carrier Number: _____

Name and Signature of
Authorized Person: _____
(Print Name)

(Title)

(Signature)

Public Works Registration Number: _____

132622\1611942

CERTIFICATE *of* SIGNATURE

REF. NUMBER
PVXRK-WQFEI-7DV22-SUT8M

DOCUMENT COMPLETED BY ALL PARTIES ON
24 NOV 2025 16:43:27
UTC

SIGNER

CHIEN WU-FERNANDEZ

EMAIL
CFERNANDEZ@HUSD.K12.CA.US

TIMESTAMP

SENT
24 NOV 2025 16:40:55

VIEWED
24 NOV 2025 16:43:09

SIGNED
24 NOV 2025 16:43:27

SIGNATURE

Chien Wu-Fernandez

IP ADDRESS
24.5.52.125

LOCATION
SANTA ROSA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
24 NOV 2025 16:43:09

