



LIBRARY COMMISSION

Main Library Meeting Room
835 C Street, Hayward, CA 94541
April 20, 2015
6:30 PM

A G E N D A

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Minutes – *Deferred until May, 2015 meeting***
- 5. Public Comment**

This section provides an opportunity to address the Library Commission on items listed on the agenda, as well as other items of interest. The Commission welcomes comments and requests that speakers present their remarks within established time limits. (Individual comments are set at a 3-minute time limit; comments on behalf of a group are set at a 5-minute time limit.) As the Commission is prohibited by State law from discussing items not listed on the agenda, your item will be taken under consideration and may be referred to staff.

- 6. New Business**
 - a. 21st Century Library Project Update**
 - b. Community Workforce Agreement. Recent developments and next steps**
- 7. Reports**
 - a. Director of Library and Community Services**
 - b. Friends of the Hayward Public Library**
 - c. Library Commissioners**
 - d. City Council Liaison**
- 8. Agenda Building**
- 9. Adjournment**

DATE: April 14, 2015

TO: Mayor and City Council

FROM: Assistant City Manager

SUBJECT: Consideration of a Community Workforce Agreement with the Building and Construction Trades Council of Alameda County for the New Library and Community Learning Center Project

RECOMMENDATION

That Council considers and takes appropriate action related to a potential Community Workforce Agreement (CWA) with the Building and Construction Trades Council of Alameda County (“Building Trades Council”) for the New Library and Community Learning Center Project.

1. If Council chooses to proceed with the CWA, staff has attached a resolution that would authorize the City Manager to negotiate and execute an agreement with the Building Trades Council and affiliated parties (Attachment I) based on the terms outlined on Attachment II.
2. If the Council chooses to proceed with the CWA, that the Council approves the completion and concurrent execution of the side letter contained in Attachment III. This side letter would preserve the Council’s right and authority to reject all bids for the Library project and rebid the project without the CWA for any reason deemed appropriate by the City Council, including bids significantly in excess of the engineer’s estimate, too few qualified bids received for the project, or other reasons. Implementation of the rebid provisions contained in the side letter would require subsequent action by the City Council.

SUMMARY

The Building and Construction Trades Council of Alameda County (“Building Trades Council”) and the City of Hayward have been discussing and working on a Community Workforce Agreement (CWA) for about two years. Over the past month, the Building Trades Council reinvigorated these discussions with staff’s support to develop terms for a CWA specific to the new Library and Community Learning Center project, which will be advertised for construction bids in May 2015.

Staff has been working diligently with representatives from the Building Trades Council since mid-March to negotiate the various terms and conditions of a potential CWA that would be applicable to

the new Library project should Council wish to consider one for adoption. Attachment II outlines the terms of the proposed CWA as they have currently been negotiated. Staff and the Building Trades Council have drafted a good portion of the language for the agreement and stand poised to expeditiously negotiate the remaining terms and execute the agreement based on Council direction. This would need to occur quickly in order to allow the terms of the agreement to be incorporated into the bid documents for the Library project, currently scheduled to be approved by the City Council on May 26, 2015 and advertised shortly thereafter.

There is consensus on all terms of the agreement with the exception of language proposed in the side letter to the agreement (Attachment III). The intent of the side letter is to preserve the Council's right and authority to reject all bids for the Library project and rebid the project with or without the CWA for any reason deemed appropriate by the City Council, including bids significantly in excess of the engineer's estimate, too few qualified bids received for the project, or others. Implementation of the rebid provisions contained in the side letter, should that become desirable, would require separate action by the City Council at that time.

Staff recommends that the Council first provide direction on whether the City wishes to enter into a CWA with the terms and conditions generally outlined in Attachment II. If yes, then staff also requests Council direction on whether to complete negotiations on and to concurrently execute the outstanding side letter.

BACKGROUND

CWA agreements were entirely prohibited on federal and federally funded construction projects from 2001 to 2009 pursuant to Executive Order. In 2009, a new Executive Order was issued that encouraged Project Labor Agreements (PLAs) on large-scale construction projects where the total cost to the Federal Government is \$25 million or more. These types of agreements have been historically used on larger scale construction projects until recently when some cities have negotiated agreements to apply more broadly to smaller public works projects on a citywide basis.

Very often, municipal policy bodies and their communities want to support various policy positions or deeply held principles through their actions targeted at specific objectives or service to unique segments of the population. Hayward has long been a solid supporter of labor rights, fair wages, and the creation of quality jobs within the community. Many actions taken by Council over time are in support of these values. For instance, Hayward has long required payment of prevailing wages on construction projects whether or not such was required by state or federal regulations. Hayward has had a Living Wage Ordinance in place for many years. And, the creation of quality jobs is a core value of the Economic Development Strategic Plan.

While California General Law cities are constrained by the elements of the Public Contract Code when bidding construction projects, charter cities, like Hayward, have much more latitude to establish local bidding criteria to address other legitimate municipal concerns, such as to promote the hiring of local residents or the support of local business where possible. Some charter cities have chosen to simply adopt local hire ordinances or require the payment of prevailing wages, while others have gone a step further to adopt CWAs, or PLAs, to govern either individual, large scale construction projects, or to more generally include public works projects in a community.

As noted above, Hayward already requires the payment of prevailing wages on its public works projects. Based on staff evaluation of construction projects for the past three years, more than 90% of those projects were performed by contractors that already belong to a local labor union (i.e., “union contractors”). However, Council has over the last few years expressed interest in being more proactive regarding assuring quality wages on all City construction projects, supporting and procuring from local businesses, and protecting and increasing quality jobs for local residents.

DISCUSSION

Over the years, CWAs/PLAs have been utilized in the construction industry to assure well-managed labor issues related to major construction projects and to accomplish some local goals. They are a type of collective pre-hire bargaining agreement between project managers or owners and organized labor that outline a variety of employment and other working conditions with the express purpose of providing peaceful settlement of labor disputes and grievances without strikes or lockouts; thereby allowing for the timely and cost-effective completion of projects. Typically, these types of agreements include the following types of provisions:

- 1) Requirements that contractors on a project use local union hiring halls to hire trades workers for the projects;
- 2) Requirements that all hired workers pay union dues and other benefit trust fund contributions;
- 3) Management rights regarding employment procedures, including hiring, discipline, etc;
- 4) Grievance and arbitration procedures to allow for timely resolution of disputes;
- 5) Standardized work rules and regulations; and
- 6) Provisions governing requirements around apprenticeships.

CWAs also typically include a “local hire” provision, which is intended to be a community benefit of these types of agreements. Local hire typically means that provisions are included in the agreement that require or encourage contractors to hire local residents for construction projects covered by the agreement. For communities with significant portions of their populations employed in the building and construction trades, this can create local jobs if implemented and administered correctly and effectively in a supportive economy. As previously noted, local hire can also be implemented independently of CWAs, typically through adoption of an ordinance.

Potential Contributors to Higher Costs

- A. There has been significant debate over the years regarding the effectiveness of these types of agreements and the impact of these agreements on project costs. This is related to three components of CWAs:
 1. Less Competition: One of the fundamental characteristics of a CWA is that the agreements typically require all workers on a construction project to agree to union representation, thereby clearly identifying a bargaining representative. This raises a key concern with these types of agreements, namely that the number of contractors bidding on jobs will be reduced because non-union contractors will have a more difficult time meeting the requirements of the CWA in a cost-competitive manner. CWAs do not preclude non-union contractors from bidding on projects, but it does require them to

consent to the terms and conditions spelled out in the agreement. Again, it should be noted that with or without a CWA, and whether or not a contractor uses union labor, almost all work in Hayward requires the payment of at least prevailing wage. However, in addition to prevailing wage rates that are consistent for projects with or without CWA, a project with CWA will require the contractors to pay into established vacation, pension or other forms of deferred compensation plans, apprenticeship programs, and health benefits, just to name a few. These added labor costs will certainly increase the overall cost of the project. Some studies have indicated that reduced competition and added labor costs can contribute to potential cost increases of between 10-13%. However, this is an issue that has been analyzed and debated on both sides with no clear and definitive conclusions.

2. **Local Hire Requirement:** In the past, one of the significant community benefits of a CWA was intended to be a mandatory minimum percent of local hires. In other words, a certain number of hires in each trade were required to be from the local hiring hall with the intention that they also be residents of the community covered by the CWA. This, of course, requires significant monitoring efforts by the agency partner (the City) to the CWA, which does increase administrative costs.

In a “hot” labor/construction market such as the one we are currently in, achieving the desired percentage of “local hires” in each trade becomes a difficult challenge for both contractors and labor: good trades folks from the community are already working. Therefore, if the local hire provision is stringently required, it has the potential of causing contractors to take on less than qualified employees, over-hire to meet the requirement, or shift employees from one job to another. All of which have the potential to increase costs on the project.

3. **Increased Administrative Costs:** The monitoring and record-keeping required to assure a well-run CWA on any project is viewed by many as being a cost driver. The monitoring of the complex local hire and apprenticeship requirements contained in the attached draft agreement and described below demonstrate the clear potential for increasing administrative costs both for City staff and the contractor.

- B. The current construction climate also has implications for the successful implementation of a CWA. In the current Bay Area construction market, there is a construction boom, which reduces the number of qualified employees seeking construction jobs. It also results in contractors becoming more selective about the construction jobs they choose to bid on. There is some anecdotal evidence that, in a tight construction climate, contractors will not bid on jobs or will significantly escalate their bids and prices where there are additional or unique requirements, including CWAs. Given the very tight budget currently proposed for the Library and Community Learning Center and the project cost estimate provided to the voters during the Measure C election, staff has concerns about the implications a CWA might have for both the number of bids received for the project if it includes the CWA and also whether the bids received will exceed the current project cost estimate.

Local Examples

The Hayward Unified School District adopted such an agreement in June 2009 to apply specifically to five school construction and modernization projects funded by Measure I bond funds. This agreement has been held up as a successful example that has met the key objectives of the agreement, including exceeding the 40% local hire goal as established in the agreement. Another local agreement that applies more broadly to Citywide public works contracts is the agreement adopted by the City of Berkeley in January 2011. The Berkeley agreement applies to City public works projects exceeding \$1 million for a term of three years. The Berkeley agreement includes a side letter that indicates the agreement will be reviewed after one year based on certain criteria and that the project cost threshold for application of the CWA could be lowered to \$250,000. The Berkeley agreement also requires contractors to make contributions to fund the implementation and management of the local hire program based on the number of hours worked on a project, allowing the City to recapture a portion of the administrative costs required to implement these types of agreements.

The Berkeley City Council completed their one year review of the CWA in mid-2012 and decided to extend the \$1 million threshold for another year because the local hire goals in the agreement were not met during the initial evaluation period. Staff has previously discussed the successes and challenges of both the HUSD and Berkeley agreements with staff from both agencies. These two agreements have largely formed the basis for the negotiations Hayward staff has undertaken with the Building Trades Council over the past month.

Current Negotiations and Draft Agreement

Staff has been working diligently with representatives from the Building Trades Council to negotiate the various terms and conditions of a potential CWA for the City of Hayward Library and Community Learning Center Project should Council wish to consider one for adoption. Attachment II outlines the most recent terms of the proposed CWA that have been negotiated. Staff and the Building Trades Council have drafted a good portion of the language for the agreement and stand poised to expeditiously execute the agreement based on Council direction.

There is consensus on all terms of the agreement with the exception of language proposed in the side letter to the agreement. The intent of the side letter is to preserve the City Council's right to reject all bids on the Library project and to rebid the project without the CWA for any reason deemed appropriate by the City Council, including bids significantly in excess of the engineer's estimate, too few qualified bids received for the project, or others. Implementation of the rebid provisions contained in the side letter would require subsequent action by the City Council. Staff recommends that the Council first provide direction on whether they wish to enter into a CWA with the terms and conditions generally outlined in Attachment II. If yes, then staff requests direction on the side letter.

General CWA Terms and Conditions as Currently Negotiated:

Term: The agreement that runs concurrently with the life of the Library and Community Learning Center project construction.

Scope of the Library and Community Learning Center Project Subject to the CWA: The entire scope of the Library and Community Learning Center Project, including the construction of the plaza on the former library site and narrowing of C Street, would be subject to the terms of the CWA. Attachment IV to the report shows the current site plan and project scope that staff plans to include in the bid documents being prepared. The overall project includes:

- Construction of a state-of-the-art library and learning center facility
- Restoration and preservation of the historic Heritage Plaza/Arboretum
- Pedestrian-friendly streetscape improvements to C Street
- Accessibility upgrades to the downtown parking garage
- Rainwater catchment and storage system capable of saving 400,000 gallons of rainwater per year
- Photovoltaic (PV) solar panel array capable of meeting all of the new library's electricity needs with free energy from the sun.

The scope also includes on-site construction, demolition, site preparation and construction trucking work. Off-site fabrication and other specialty work will be covered by the CWA if this work is covered under an existing master labor agreement between the trade unions and contractor representatives. The CWA will only apply to the Library and Community Learning Center Project and the City retains the right under the CWA to award the contract to the lowest responsible bidder.

No Work Stoppages, Job Actions, etc: By entering into this agreement, the Unions agree that there will be no strikes, sympathy strikes, work stoppages, slowdowns of any kind, picketing, hand billing or other methods of advising the public that there is a labor dispute at a job site or other City facility because of a dispute on the project. There is an exception to this that allows the Unions to withhold labor from the project if a contractor fails to pay contributions to Union trust funds.

Union Hiring Hall: Contractors working on projects covered by this agreement must agree to abide by the requirements and referral systems of the respective Union hiring hall when filling jobs on a project. Contractors retain the right to reject any applicant referred to them and, if the Union referral facilities are unable to fill the requirements of the contractor within seventy-two hours of a request being made, the contractor can obtain employees from other sources. In addition, the contractor can utilize a certain number of its "core" construction employees (capped at five per contractor or subcontractor) on projects, provided that the contractor utilizes one employee from the Union referral system for each "core" employee hired up to the cap, and subject to availability as described above.

Local Hire: There is a goal in the agreement that 30% of the hours worked on a project be performed by Hayward residents and/or HUSD graduates, through good faith efforts of the contractor. As this becomes the most challenging provision of the CWA for most contractors to meet and may add to project costs as a result, staff proposes that the local hire provision be a goal only without strict enforcement or penalty mechanisms. The local hire provisions are one of the key value adds of the agreement to the Hayward community so the softening of this provision calls into question the overall value of the agreement to the community.

Contractors are also required to hire ten Hayward residents or HUSD graduates as a “first period apprentices” for the project (capped at two per craft). The contractor must make good faith efforts to retain the required apprentices and agree to hire them for a minimum of 1,000 hours or a time period of six months on the project. As described below, a Joint Administrative Committee would be responsible for monitoring and enforcing the local hire provisions.

In addition, the Building Trades Council agrees to make a good faith effort to enroll at least an additional ten Hayward residents or HUSD graduates in a paid classroom apprenticeship program during the life of the construction of the Library project. This would be a much stronger component if the performance measure focused on graduating and placing ten rather than focusing just on the initial selection and hiring.

Joint Administrative Committee: The CWA will be implemented by a five-member Joint Administrative Committee comprised of two union representatives, two City representatives, and a General Contractor representative. The Committee will meet quarterly to review CWA and project compliance.

Substance Abuse Policy: Pursuant to the requirements of SB 922, there must be a substance abuse policy adopted in conjunction with any CWA. This proposed CWA requires Unions to abide by the testing policies established in their respective master labor agreements. If no such policy exists, then the City’s policy (as attached to the agreement) would be implemented. If the General Contractor selected for the project has a substance abuse policy that meets or exceeds the terms of the policy contained within the CWA, the General Contractor will be allowed to use their policy instead.

Side letter and Library Project Bidding Requirements

Throughout the negotiations, staff has been mindful of numerous concerns related to the CWA, both real and perceived. These concerns include, among others: administrative burden on City project managers related to implementation and monitoring of the CWA; effectiveness of the local hire provisions; and potential impacts on number of bidders per contract and increased costs for projects. There are a couple of possible options to allow the Council to address these concerns.

1. If the Council directs staff to proceed with the CWA, staff strongly recommends that the Council adopt the side letter contained in Attachment III to this report to be executed concurrently with the CWA. The intent of the side letter is to preserve the City Council’s right to reject all bids on the Library project and to rebid the project without the CWA for any reason deemed appropriate by the City Council, including bids significantly in excess of the engineer’s estimate, too few qualified bids received for the project, or others. Implementation of the rebid provisions contained in the side letter would require subsequent action by the City Council.

Preserving the Council’s right to make policy choices regarding the continued implementation of the CWA once the bids for the Library project are received is a prudent and responsible policy decision for the Council. For example, if the project

bids come back and exceed the engineer's estimate by 30%, the Council needs to preserve any and all options for reducing project costs, up to and including elimination of the terms of the CWA from the project. Failing to protect these rights gives up the Council's authority to make decisions they deem appropriate on behalf of the community. Staff believes that implementation of the rebid provisions contained in the side letter would only occur in extraordinary circumstances. Rebidding the project would be a last resort from the staff perspective as it would cause significant time delays and additional associated cost implications. However, preserving this option is critical for a project of this magnitude and cost.

2. Another option for the Council to consider as a way to more fully understand the cost implications associated with the CWA is not recommended by staff. However, Council could direct staff to bid the project both with and without the terms of the CWA. In essence, the contractor would submit two cost estimates for the project. This could be problematic for a variety of reasons. First, it might encourage contractors to play games with their cost estimates, artificially inflating the CWA project costs. Second, requiring two separate cost estimates creates more work for contractors bidding on the project and many contractors may simply choose not to bid on the project due to the complexity associated with submitting two cost packages. This causes concerns in the current construction climate where staff is already concerned about receiving an adequate number of quality contractors bidding on this project.

Summary of Council Decisions

1. The first decision point for the Council associated with this report is whether to enter into a CWA pursuant to the terms outlined in Attachment II to this report.
2. If the Council approves the CWA, staff strongly recommends that Council adopt the side letter in Attachment III to be executed concurrently with the CWA.

ECONOMIC AND FISCAL IMPACT

There has been much debate over the years regarding the fiscal impacts of CWAs/PLAs. There are academic studies on both sides of the issue indicating that the application of CWAs does or does not add costs to construction projects. Staff's primary concern related to the CWA is the administrative burden on City project managers for implementing and monitoring the agreement. In addition, the tight construction market in the Bay Area may result in significantly fewer contractors bidding on the Library project because they have other project options and don't want to deal with the real or perceived complications of the CWA on the Library project. These same perceived or real complications may also significantly increase the costs of the bids being received for the project.

NEXT STEPS

If the Council so directs, staff will proceed to finalize negotiations on the CWA based on the direction provided by Council and the City Manager will execute the agreement and Side Letter.

Once the documents are executed, Public Works staff will include the elements of the CWA into the bid documents for the Library project. The timeline for this project is already extremely tight for a project of this magnitude and complexity, even without the CWA requirements.

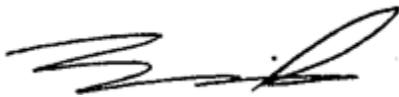
The Bay Area is experiencing a construction boom that is expected to last at least the next two years. Major projects are underway or in the immediate pipeline in San Francisco and Silicon Valley that have the potential to suck up the remaining construction resources in the area. Staff is extremely concerned that if we are not able to meet the timeline defined below, these labor market conditions and weather will combine to both delay the project significantly and drive costs up even more.

The current schedule follows:

April 14, 2015	CWA decision by Council
Prior to April 17, 2015	If approved, CWA and Side Letter executed by all parties
April 24, 2015	100% plans / specifications completed (including provisions of CWA)
May 26, 2015	Plans / Specs Approval by City Council and Advertise for Bids
June 30, 2015	Bid Opening
July 21, 2015	Contract Award (last Council meeting before summer recess; next scheduled Council meeting will likely be 9/15/15; if need to schedule a special meeting for contract award, would need to be either 7/28/15 or 8/3/15)
August 18, 2015	Notice to Proceed to Contractor (based on 7/21/15 award date)
September/October 2015	Construction begins
Spring 2017	Library Construction Completion
Fall 2017	Plaza Construction Completion

Prepared by: Kelly McAdoo, Assistant City Manager

Approved by:



Fran David, City Manager

Attachments:

- Attachment I: Resolution
- Attachment II: Potential CWA term sheet
- Attachment III: Side letter regarding Council rebid authority
- Attachment IV: Site Plan and Scope of Library and Community Learning Center Project

HAYWARD CITY COUNCIL
RESOLUTION NO.
Introduced by Council Member

RESOLUTION AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A COMMUNITY
WORKFORCE AGREEMENT WITH THE
BUILDING AND CONSTRUCTION TRADES COUNCIL of ALAMEDA COUNTY,
LOCAL UNIONS AND CONTRACTORS

WHEREAS, the successful completion of the City’s Library and Community Learning Center construction project is of utmost concern to the City Council; and

WHEREAS, the interests of the public, the City, contractors and the Building and Construction Trades Council of Alameda County and its affiliated unions (collectively the “Building Trades Council”) are best served when construction proceeds in an orderly manner without disruption by strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interference with work; and

WHEREAS, it is in the best interest of the City and its residents to provide stability on said project and employment and training opportunities for Hayward residents; and

WHEREAS, a Community Workforce Agreement is designed to accomplish these goals; and

WHEREAS, under the proposed Community Workforce Agreement, the City has the absolute right to award its public works contracts to the lowest responsive and responsible bidder; and

WHEREAS, State law authorizes the use of project labor agreements, such as the proposed Community Workforce Agreement, provided that the agreement includes specific taxpayer protections, which provisions have been incorporated into the proposed Community Workforce Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hayward that the City Manager is authorized to negotiate and execute a Community Workforce Agreement with the Building and Construction Trades Council of Alameda County, and its affiliated unions and the contractor and subcontractors who are awarded the contract for the Library and Community Learning Center Project that meet the thresholds and recommendations set forth in the accompanying staff report as directed at this meeting, for life of this project, in a form to be approved by the City Attorney.

IN COUNCIL, HAYWARD, CALIFORNIA, 2015

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

ATTACHMENT II
COMMUNITY WORKFORCE AGREEMENT (CWA) – KEY DEAL POINTS
City of Hayward (Working Document)
April 5, 2015

CWA Subject Areas¹	City of Hayward Proposal
<i>Projects Covered by the CWA</i>	<p>New Library and Community Learning Center project only</p> <p>On-site construction, demolition, site preparation, construction trucking work (e.g., delivery of ready-mix, asphalt, etc.) covered.</p> <p>Repair and maintenance of City facilities not included.</p> <p>Off-site fabrication included if this work is legally covered in existing Master Agreements on the day the CWA is signed.</p> <p>Specialty work included, e.g, software, traffic signal controllers, if this work is legally covered in Existing Master Agreements on the day the CWA is signed.</p> <p>City retains right to award to lowest responsible bidder.</p> <p>Only applies to projects awarded by City.</p>
<i>Parties Bound by CWA</i>	All signatory unions and all contractors and their subcontractors bound by the terms of CWA.
<i>Work Stoppages</i>	<p>No work stoppages, strikes, sympathy strikes, slowdowns or lockouts during term of CWA.</p> <p>Union can withhold labor (but not picket) for contractor nonpayment of union trust fund contributions.</p>
<i>Arbitration</i>	All disputes/grievances subject to arbitration by pre-selected arbitrators.

¹ A side letter to this Agreement, if approved by Council, allows the City to retain the right to reject all bids and rebid the project with or without the CWA for any reasons deemed appropriate by Council.

ATTACHMENT II
COMMUNITY WORKFORCE AGREEMENT (CWA) – KEY DEAL POINTS
City of Hayward (Working Document)
April 5, 2015

CWA Subject Areas¹	City of Hayward Proposal
<i>Arbitration (con't)</i>	<p>Expedited arbitration and liquidated damages for disputes over strikes, lockouts, nonpayment of trust fund contributions.</p> <p>All other disputes/grievances subject to meet and confer process followed by arbitration.</p>
<i>Work Force/ Core Employees</i>	<p>Except for contractors' core employees, all workers shall be provided by through unions' referral hall process. Contractor has right to reject an individual referral.</p> <p>Employees referred through unions must pay union dues, fees, pension-fund type benefits; not required to join union.</p> <p>Contractors can use their own management, administrative staff, and "core employees" as defined in CWA.</p> <p>Number of core employees per contractor and subcontractor is five each with no residency requirements for core employees.</p>
<i>Local Hire/ Apprenticeships</i>	<p>30% of hours worked on a CWA project shall be performed by Hayward residents and/or HUSD graduates, through good faith efforts.</p> <p>Trades agree to enroll at least ten Hayward residents or HUSD graduates in a paid classroom apprentice program during the life of the construction project and place them on a job site.</p> <p>Contractor required to hire ten Hayward residents or HUSD graduates as "first period apprentices" for the project (capped at two per craft). Apprentices must be hired for a minimum of 6 months or 1,000 hours. Good faith efforts to retain the apprentices required.</p>

ATTACHMENT II
COMMUNITY WORKFORCE AGREEMENT (CWA) – KEY DEAL POINTS
City of Hayward (Working Document)
April 5, 2015

CWA Subject Areas¹	City of Hayward Proposal
<i>Local Hire/ Apprenticeships (con't)</i>	Enforcement of this provision shall be subject to the grievance procedure outlined in Section x.x of the Agreement.
<i>Term</i>	Life of the Library and Learning Center Construction project
<i>Implementation of CWA</i>	CWA implemented by five-member Joint Administrative Committee comprising union representatives, contractor representatives & City representatives; meet quarterly to review CWA and project compliance. Five members include: 2 City reps; 2 Union reps; and 1 General Contractor rep
<i>Wages/Benefits</i>	Established by unions and prevailing wages.
<i>Substance Abuse Prevention</i>	Required by state law. Unions will be required to abide by testing policies established by their respective Master Agreements. If there is no drug policy in the Master Agreement, the CWA drug policy would go into effect. If the General Contractor's program meets or exceeds the CWA policy, then the General Contractor may use their program.

Letter Agreement

April 14, 2015

Building and Construction Trades Council of Alameda County
Re: Letter of Agreement for Community Workforce Agreement

Dear _____:

Over the past month, representatives of the City of Hayward and the Building and Construction Trades Council of Alameda (collectively the “Parties”) met to negotiate the terms of a Community Workforce Agreement (“CWA”) for the Library and Community Learning Center Project. This Side Letter is executed to set forth the Parties’ agreement regarding the implementation of the certain terms of the CWA.

The Parties agree:

1. City staff reserves the right to seek approval from the City Council to reject all bids received for the Library and Community Learning Center Project for any and all legal and appropriate reasons.
2. That the City Council reserves the right to rebid the project with or without the CWA for any number of factors, including the CWA, bids significantly in excess of the engineer’s estimate, too few qualified bids received for the project, or any other reason deemed appropriate and that any rebid would be subject to Council approval.

21st CENTURY LIBRARY AND COMMUNITY LEARNING CENTER
PROJECT SCOPE, FISCAL IMPACT, AND SITE PLAN

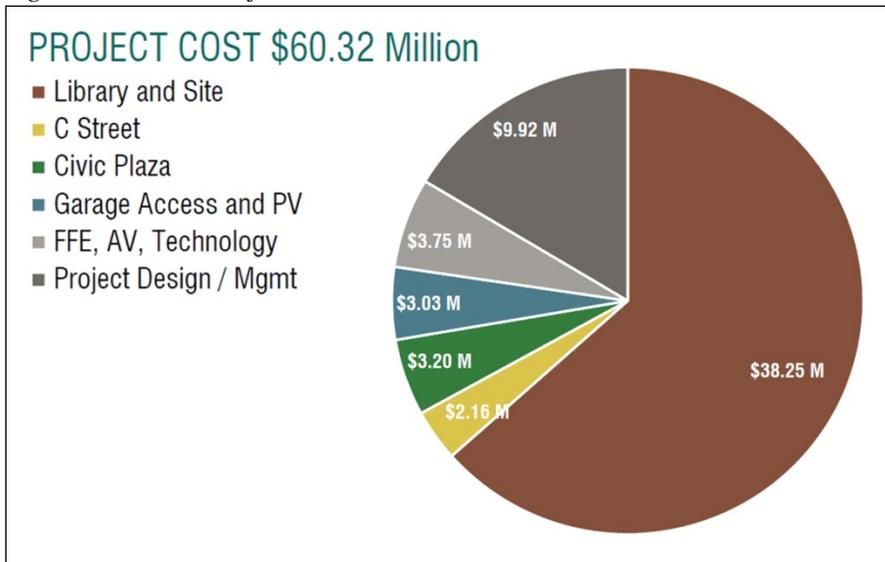
Excerpted from City Council report and presentation of 11/18/2014

The 21st Century Library project is a major downtown revitalization project designed to update Hayward’s aging infrastructure to meet the community’s needs for the next 100 years. The overall project includes:

- Construction of a state-of-the-art library and learning center facility
- Restoration and preservation of the historic Heritage Plaza/Arboretum
- Pedestrian-friendly streetscape improvements to C Street
- Accessibility upgrades to the downtown parking garage
- Rainwater catchment and storage system capable of saving 400,000 gallons of rainwater per year
- Photovoltaic (PV) solar panel array capable of meeting all of the new library’s electricity needs with free energy from the sun.

City staff and the architect have updated the estimate of the project’s total cost with input from sub-consultant Davis-Langdon, a global construction consulting firm. The total project cost is currently estimated at \$60.32 million (Figure 1.).

Figure 1. Overall Project Cost Estimate.

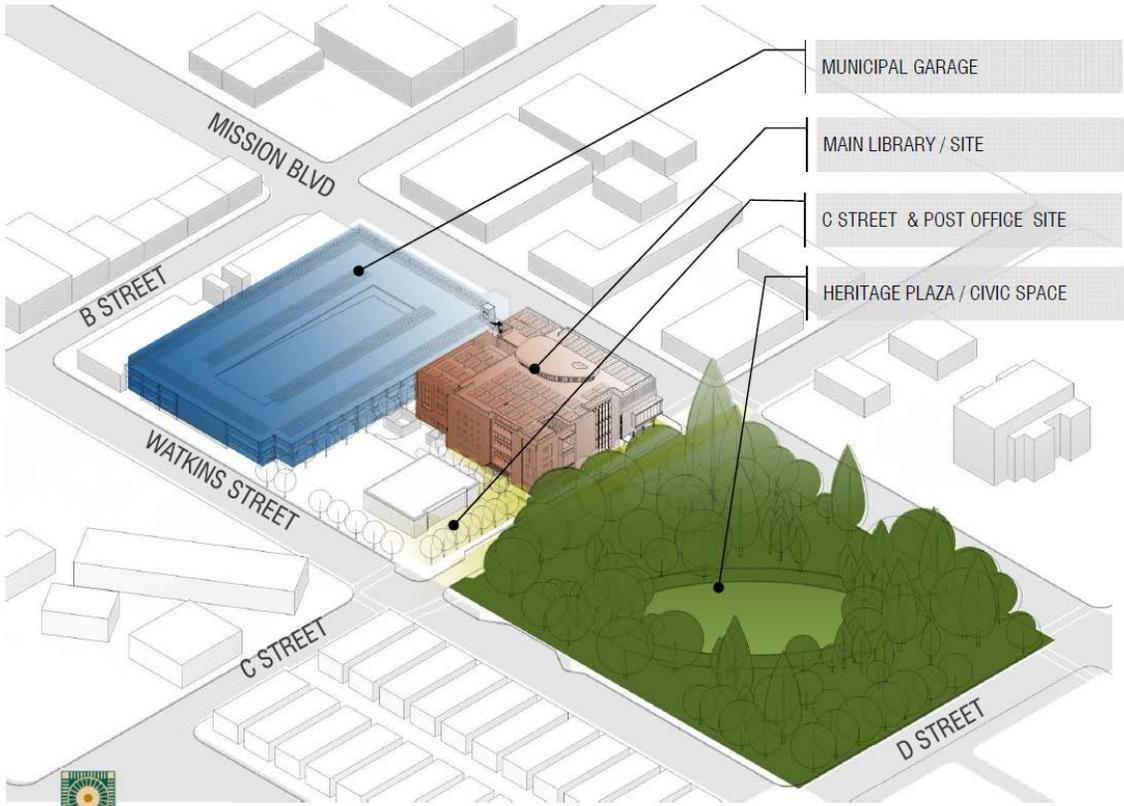


This updated cost estimate is a “turnkey” estimate that includes all currently known and anticipated construction-related project-related costs from start to finish. The estimate assumes an August 2015 construction start, and reflects rapidly rising costs in the construction market.

The timing of the 21st Century Library and Community Learning Center and Heritage Plaza/ Arboretum project, particularly the timing of when it goes out to construction bid, will have an appreciable impact on the overall project cost.

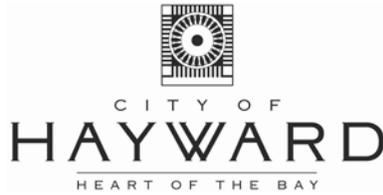
For example, if the project begins construction in August 2016 as opposed to August 2015, staff estimates that rising construction costs will increase the overall project cost by approximately \$1.6 million.

SITE PLAN



HAYWARD LIBRARY & COMMUNITY LEARNING CENTER
HERITAGE PLAZA PROJECT SCOPE

| noll&tam | 18 November 2014



**ANNOTATED AGENDA
SPECIAL CITY COUNCIL MEETING
COUNCIL CHAMBERS
April 14, 2015**

CALL TO ORDER 7:00 p.m.

ROLL CALL All present

PUBLIC COMMENTS

Mr. Charlie Peters

Mr. Jim Drake

LEGISLATIVE BUSINESS

1. Consideration of a Community Workforce Agreement with the Building and Construction Trades Council of Alameda County for the New Library and Community Learning Center Project

MENDALL, RES 15-054, APPROVED Community Workforce Agreement without Side Letter Agreement, 6:1:0 (NOES: Jones)

2. Downtown Parking Study – Authorization for the City Manager to Negotiate and Execute a Professional Services Agreement and Appropriation of Funds

ZERMEÑO, RES 15-055 (Agreement with CDM), RES 15-056 (Amending Resolution 14-098), APPROVED, 7:0:0

INFORMATION ITEMS

There were none.

CITY MANAGER'S COMMENTS

There were none.

COUNCIL REPORTS, REFERRALS, AND FUTURE AGENDA ITEMS

Mayor Halliday reported on her attendance at the League of California Cities Revenue and Taxation Policy Committee meeting on April 10, 2015, and noted she would be sharing a report with the Council from Mr. Michael Coleman regarding sales tax issues.

ADJOURNMENT

Mayor Halliday adjourned the meeting at 9:35 p.m.