

**MEMORANDUM OF AGREEMENT
RE: UNIVERSITY OF CALIFORNIA, DAVIS – WEST VILLAGE
DEPARTMENT OF INDUSTRIAL RELATIONS COVERAGE DETERMINATION
Public Works Case No. 2010-024, December 20, 2013**

This Memorandum of Agreement is entered into by and between the REGENTS OF THE UNIVERSITY OF CALIFORNIA (“Regents”) and the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL (“NCCRC”) concerning the West Village Project at University of California, Davis (“UC Davis”) and the Department of Industrial Relations Coverage Determination issued in Public Works Case No. 2010-024 (December 20, 2013).

The terms of the Memorandum of Agreement are as follows:

1. The Agreement shall apply to phases 1B and 2 of West Village at UC Davis campus.
2. UC Davis affirms that it has the authority to bind any developer of Phase 1(b) or 2 of West Village to the terms of this Agreement.
3. UC Davis agrees to require that all contractors performing work on the construction of Phase 1B and 2 of West Village shall comply with the applicable public works requirements set forth in the Labor Code section 1720 et seq., including but not limited to prevailing wage, recordkeeping (Certified Payroll Records) and apprenticeship. The contractors shall use the commercial and residential rates applicable to the work performed.
4. UC Davis, in cooperation with the developer, if any, shall establish and administer a prequalification system for interested bidders. Prequalification requirements shall apply as follows: (1) if there will be a single prime contractor, contractors to be prequalified will be the prime and the subcontractors doing the following work: framing, drywall, foundation, mechanical, electrical, plumbing, and earthwork; or (2) if there will be multiple prime contractors, only the contractors performing the above scopes of work will be prequalified. Prequalification shall include the following:
 - a. For the three year period leading up to the prequalification submission, the contractor has exhibited a good record in the following areas: management competency, health and safety, financial stability, and labor compliance (prevailing wage, wage, hour, recordkeeping and child labor).
 - b. Health insurance at silver level (as set forth in the Affordable Care Act) for construction employees has been provided for the 6 month period preceding submission of the bids and the employer paid at least 75% of the cost of the premiums.
 - c. UC Davis, or any developer hired by UC Davis, will publicly post the list of contractors that have been prequalified to bid on West Village construction projects. Posting shall be on a website or other equivalent means that provides

an opportunity to request and receive notices of new postings. Within 5 business days after posting, or notice of posting (whichever is later), any requests for the production of prequalification documents may be submitted. Responsive documents will be provided within 5 business days of the request. Within 10 business days after the responsive documents are provided, the NCCRC or any other party desiring to do so may submit information challenging the qualifications of any of the prequalified contractors, the process used to prequalify contractors, or the outcome of the process.

- d. In the event UC Davis, or any developer hired by UC Davis, does not receive three requests for prequalification from potential bidders who meet the prequalification requirements, a notice that a sufficient number of prequalified contractors who are potential bidders was not received will be posted. Posting shall be on a website or other equivalent means that provides an opportunity to request and receive notices of new postings. The NCCRC then has 10 business days to encourage additional potential contractors to submit bids. UC Davis, or developer, if applicable, shall extend the bid deadline to allow for additional bids. During this time-period, UC Davis, or developer, if applicable, and the NCCRC, upon request by the NCCRC, shall meet and discuss any issues posing barriers to potential bidders. The 10-day timeframe may be extended by mutual agreement of the parties. At the conclusion of the 10 day period (or applicable extension), UC Davis, or developer, if applicable, has the sole discretion to modify the prequalification requirements set forth above to solicit additional potential bidders.
5. UC Davis' Labor Compliance Program will apply to both phases 1B and 2 of West Village and will be supplemented by a consultant to be selected from a list of at least two consultants provided by the NCCRC. At the discretion of the complainant or his or her representative, complaints regarding compliance with California's prevailing wage requirements that are not resolved through the intervention of the Labor Compliance Program officer may be referred to DIR for compliance action.
6. UC Davis will register the West Village project with DIR Public Works Registration Program and will be subject to program requirements, including the posting of electronic Certified Payroll Reports.
7. The parties agree that the West Village Development UC Davis Campus Coverage Determination by DIR (Public Works Case No. 2010-024, December 20, 2013) may be withdrawn. Should the DIR elect not to withdraw the Coverage Determination, this agreement shall automatically and immediately become null and void.
8. Once the West Village Coverage Determination has been withdrawn, it shall have no force and effect to require the payment of prevailing wages on work performed at the West Village development site prior to December 31, 2014. This Agreement is

conditioned upon the DIR's approval of this provision and the DIR's withdrawal of the determination.

9. This Memorandum of Agreement is intended to memorialize the terms of agreement reached in mediation on August 5, 2015.

REGENTS OF THE UNIVERSITY OF CALIFORNIA



Dated: 1/15/2016

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL



Dated: 1-12-16