

ON-CALL CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This On-Call Construction Management Services Agreement (“Agreement”) is dated _____ (“Effective Date”) and is between County Sanitation District No. 2 of Los Angeles County, organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 *et seq.*, DIR Registration No. N/A (the “District”) and HDR Engineering, Inc., a California corporation (“Consultant”), DIR Registration No. 1000018262. The District and the Consultant are collectively referred to in this Agreement as the “Parties.”

The District requested proposals for consultants to provide construction management services on an on-call basis for various existing and future construction projects (the “Project”). Consultant’s proposal to provide such construction management services under this Agreement is set forth in **Exhibit “A”** to this Agreement (the “Proposal”). The services to be provided by Consultant pursuant to the Proposal are set forth in Sections 2.2 and 2.3 of the District’s Request for Proposals (“RFP”) for the Project (**Exhibit “B”** to this Agreement) and constitute the “Work.”

The Parties therefore agree as follows:

1. Agreement

The RFP and the Proposal are incorporated into this Agreement. In the event that there is any conflict or inconsistency between the provisions of the RFP, the Proposal and/or this Agreement, the provisions of this Agreement will prevail.

2. Consultant’s Work

2.1 Scope of Services by Consultant. Consultant shall perform the Work as set forth in this Agreement. In its performance of the Work, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and industry practices.

2.2 Consultant’s Standard of Care. The standard of care applicable to Consultant’s Work under the Agreement will be the degree of skill and diligence ordinarily employed by consultants performing the same or similar Work, under the same or similar circumstances, at the time the Work is performed. Consultant shall re-perform any Work not meeting this standard, if directed by the District, without additional compensation.

3. District's Obligations

3.1 District-Provided Information and Services. The District shall furnish the Consultant with available schedules, drawings, specifications and other data pertinent to the Work and obtain or authorize Consultant to obtain additional reports and data as required.

3.2 Access. The District shall arrange for the Consultant to access and enter upon public and private property as required for Consultant to perform the Work. Consultant shall comply with all applicable laws and with the District's requirements for persons entering the District's premises.

4. Compensation and Payment for Services Performed

4.1 Consultant's Compensation: The payment by the District to Consultant for the Work will be, as defined in this Section 4.1, the sum of: (a) Direct Costs and (b) Indirect Reimbursables and Other Costs. All work shall be performed on a "Time and Materials" basis, at the rates as provided in **Exhibit "C"**. The amount to be paid by the District for the Work shall not exceed \$1,500,000 ("Not to Exceed Amount") except as otherwise provided in this Agreement. The District will not pay Consultant any amount above the Not to Exceed Amount without the prior written authorization of the District.

a. **Direct Costs.** Direct Costs will be the hourly rates paid by the Consultant to its employees for time directly chargeable to the Work, including direct time and overtime, and shall include all overhead, profit and all other costs that are not specifically defined as Indirect Reimbursables as defined below. Consultant shall ensure that its employees maintain accurate records of the time chargeable to the Work.

b. **Indirect Reimbursables and Other Costs.** Indirect Reimbursables and Other Costs are those specific costs that are not covered by the Consultant's hourly rates for which it expects reimbursement from the District and were identified in the Proposal. All costs not separately and specifically defined as Indirect Reimbursables or other costs in the Proposal are included in Direct Costs.

4.2 Payment to Consultant. Consultant shall submit a monthly application for payment to the District that will include supporting information. The supporting information will include a detailed breakdown of work hours by person, project worked on and the specific service provided, along with the cost and a description of all other reimbursable expenses incurred. Any reimbursable expenses must be documented with receipts and invoices. The Consultant may also be required to provide weekly updates on hours and costs. Consultant may request annual rate increases. The All Urban Consumers CPI for the Los Angeles-Riverside-Orange County areas between March of the current year compared to March of the previous year will be used as a guideline for providing annual hourly rate increases. Any request by the Consultant for an increase in excess of this amount may be granted at the District's discretion.

5. Duration

Consultant's performance of the Work shall commence on the Effective Date, and this Agreement shall remain effective for three years after the Effective Date, unless otherwise terminated as described in Section 7 of this Agreement. Consultant shall perform its Work in a timely manner. Time is a material condition in the performance of the Work.

6. Changes and Extra Work

The District may make changes within the general scope of this Agreement and may request the Consultant to perform work not originally included in the Work. If Consultant believes that any proposed change or direction given by the District causes an increase or decrease in the cost and/or the time required for the performance of this Agreement, the Consultant shall so notify the District in writing no later than five days after the date of receiving notification of a proposed change or changed direction. The Consultant shall perform such services and will be paid for such services pursuant to a negotiated and mutually-agreed change signed by the Parties. If the Consultant determines that any work not included within the Work is necessary for completion of the Project, the Consultant shall notify the District and receive approval prior to starting that work. Compensation for extra work will be in accordance with the hourly rate schedule included in this Agreement and the District shall not pay any additional markups on the rates in that schedule or on associated expenses. The Consultant shall include extra work costs in its monthly application for payment, with the extra work clearly separated from the Work set forth in the application.

7. Termination

7.1 Termination for Convenience. The District may terminate the Agreement without cause following the District's written notice to Consultant of the District's election to terminate. Consultant shall suspend Work immediately after receiving notice of termination by the District, and Consultant shall submit an invoice to the District for any balance due the Consultant for the performance of the Work through the date of its receipt of the District's termination notice. No later than three days after receiving the termination notice, the Consultant shall return to the District all materials associated with the Work. The Consultant will not be entitled to payment for any outstanding balance due until it returns all Work-related materials to the District. If the District terminates the Agreement for convenience, and upon Consultant's completion of its obligations set forth in this Section 7.1, the District shall compensate the Consultant and its subconsultants for all agreed-upon services performed and costs incurred up to the effective date of termination for which the Consultant had not previously been compensated. The Consultant will be entitled to payment of all costs incurred up to the date of termination as approved by the District.

7.2 Termination for Cause by District. The District may terminate the Agreement for cause following written notice to Consultant of the District's determination to terminate and election to terminate. Consultant shall suspend Work immediately after receiving notice of termination by the District, and Consultant shall submit an invoice to the District for any balance due the Consultant for the performance of the Work through the date of its receipt of the District's termination notice. No later than three days after receiving the termination notice, the

Consultant shall return to the District all materials associated with the Work. In the event of termination for cause, the rights and obligations of the Parties will be determined in accordance with applicable principles of law and equity.

7.3 Termination for Cause by Consultant. The Consultant may terminate the Agreement in the event that the District substantially fails to perform the Agreement through no fault of the Consultant. No termination for cause by the Consultant will be effective unless: a) the District is given not less than seven calendar days written notice (delivered by certified mail return receipt requested) of the Consultant's intent to terminate; and b) the District is given an opportunity to consult with the Consultant before the seven calendar days notice period has elapsed. Late payment by the District of approved invoices will not constitute a substantial failure to perform unless the District has received written notification of overdue payment and payment is not made within 30 days after the District receives such notification.

8. Indemnity

The Consultant shall defend, indemnify and hold free and harmless the District, its officers, agents and employees, and the other County Sanitation Districts of Los Angeles County ("Indemnitees") from and against any and all claims, demands, actions, loss or liability, to the extent caused by the negligent, grossly negligent, or intentional errors, omissions or acts of the Consultant or its subconsultants in performing the Consultant's obligations under this Agreement. This indemnity shall extend to the payment of all costs of litigation including reasonable attorney's fees with respect to any cause of action referred to above. The Consultant shall have sole discretion in determining the attorneys it shall employ. The Consultant shall indemnify the District against and hold it harmless from any and all loss, damage, costs, expenses, and reasonable attorney's fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under this Agreement by the Consultant, or out of the processes or actions employed by, or on behalf of, the Consultant in connection with the performance of this Agreement. The Consultant shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

9. Insurance

The Consultant shall secure and maintain, until the completion of the Work, such insurance as will protect it and the District in such a manner and at such amounts as set forth below. The premiums for said insurance coverage shall be paid by the Consultant.

The Consultant shall deliver to the District certificates of insurance and endorsements verifying the insurance coverage as required by this Agreement no later than seven calendar days after the Effective Date. The District reserves the right to require complete and accurate copies of all insurance policies required under this Agreement subject to negotiation with the Consultant as to the conditions under which such policy copies will be produced.

The insurance policies certified for compliance with this Agreement shall be primary coverage. Consultant shall provide the District with no less than 30 days' prior written notice of a policy cancellation or reduction in coverage without right of contribution of any other insurance carrier or on behalf of the District. Consultant shall provide insurance coverage through insurers that have at least an "A" policyholders and Financial Size Category ("FSC") of "X" in accordance with the *Current Guide to Best's Ratings* published by A.M. Best Company, Inc.

The insurance provided under this Agreement shall include policies providing coverage to include each of the requirements set forth below in amounts that meet or exceed the minimums set forth herein.

9.1 Workers' Compensation. The Consultant shall maintain Workers' Compensation Insurance as required by law in the State of California and Employers' Liability Insurance (including disease coverage) in an amount not less than \$1,000,000 per occurrence. This insurance shall also waive all right to subrogation against the District, its employees, representatives and agents.

9.2 General Liability. The Consultant shall maintain general liability insurance including provisions for contractual liability, independent consultants, and broad form property damage coverage. This insurance shall have an endorsement naming the District as an additional insured and a standard cross-liability clause or endorsement. The limit for this insurance shall be not less than \$1,000,000 per occurrence, \$3,000,000 aggregate, combined single limit for bodily injury and property damage.

9.3 Automobile Liability. The Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance must have an endorsement naming the District as an additional insured and with a standard cross liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

9.4 Professional Liability. The Consultant shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by Consultant in the course of work performed for the District under this Agreement. This insurance shall include coverage for liability assumed under this Agreement when such liability is caused by Consultant's negligent or grossly negligent acts, errors, or omissions. The limit for this insurance shall be not less than \$1,000,000 per claim, \$3,000,000 aggregate, on a claims-made basis. The effective dates for this insurance shall begin no later than seven days after the Effective Date and shall be valid for five calendar years beyond end date of this Agreement.

10. Relationship of the Parties

The legal relationship between the Consultant and the District is that of an independent contractor, and neither Consultant or Consultant's employees are employees of the District. Consultant shall pay all salaries, wages, benefits, employer social security taxes, unemployment insurance taxes, and all other federal and state payroll taxes relating to employees, and shall be responsible for withholding all required taxes. As such, Consultant's employees are not entitled to California Public Employees Retirement System ("Cal PERS") benefits or any other benefit to which employees of the District may be entitled. Consultant shall defend, hold harmless,

and indemnify the District from and against any and all claims, demands, liability or loss, including but not limited to fees, taxes, or penalties arising out of or related to Consultant's failure to comply with the provisions of this Agreement with the District. Consultant's employees are employed by Consultant to exercise their judgment based upon their education, experience, and expertise in performing Work for the Consultant on behalf of the District. The District will not control the manner or method of the Work performed by Consultant's employees.

11. Ownership of Documents

All reports as well as original reports, schedules, drawings, specifications, electronic files, plans, studies, memoranda, presentation aids, computation sheets, survey data, computer hardware or software developed or purchased specifically for the Project, and other documents assembled or prepared by Consultant, or furnished to Consultant in connection with the Work are the property of the District. Consultant may retain copies of such documents, but Consultant may not make such documents available to any individual or organization without the District's prior written approval.

12. Non Disclosure of Information

Consultant shall not divulge to any third party, without the prior written consent of the District, any information developed or obtained through the District, in connection with the performance of this Agreement unless: a) the information is known to Consultant prior to obtaining it from the District; b) the information is, at the time of disclosure by the Consultant, then in the public domain; or c) the information is obtained by the Consultant from a third party that did not receive it, directly or indirectly, from the District.

13. Access to Work and Records

The Consultant shall provide the District, or any authorized representative of the District, with access to the Work whenever it is in preparation or in progress. Consultant shall provide proper facilities for such access and inspection. The Consultant shall also provide the District, or any authorized representative of the District, with access to any books, electronic files, documents, papers, and records of the Consultant that are pertinent to the Work for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant shall maintain and make available for reasonable inspection by the District accurate detailed records of its costs, disbursements and receipts with respect to items forming any part of the basis for billings to the District. Such inspections may be made by the District during regular office hours at any time until one year after the District makes the final payment under this Agreement.

14. Personnel Assignment

During the duration of this Agreement, the Consultant may not replace the personnel engaged in the Work without the prior written approval of the District. The District may request a change in the assignment of Consultant's personnel. Consultant shall change personnel to the satisfaction of the District no later than seven days following its receipt of written direction to change by the District.

15. Notices

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed (not e-mailed) to such party at their respective addresses as follows:

County Sanitation District No. 2
of Los Angeles County
1955 Workman Mill Road
Whittier, California 90601
ATTN: Russell Vakharia

Consultant: HDR Engineering, Inc.
Address: 350 South Grand Avenue, Suite 2900
Los Angeles, CA 90071
ATTN: Ron Perkins, PE, CCM

Either party may change its address or representative for such purpose by giving notice thereof to the other in the same manner.

16. Governing Law, Dispute Resolution and Litigation

Consultant's performance of this Agreement shall be governed and construed in accordance with the laws of the State of California. Venue for any action relating to this Agreement will be the Superior Court of the County of Los Angeles, State of California.

17. Severability

Should any provision of this Agreement be found or be deemed invalid, this Agreement will be construed as not containing that provision, and all other provisions, which are otherwise lawful, will remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

18. Entire Agreement

This Agreement represents the entire understanding between District and Consultant as to those matters contained herein. No prior oral or written understanding is of any force or effect with respect to those matters covered in this Agreement.

19. Action by Chief Engineer

Except as otherwise provided in this Agreement, the Chief Engineer and General Manager of the District (“Chief Engineer”) may take all actions on behalf of the District in connection with any approvals or actions required of or by the District under this Agreement, and Consultant may rely on any such actions by the Chief Engineer as having been approved or required by the District under all applicable laws.

[CONSULTANT]



Anna Lantin, Vice President
HDR Engineering, Inc.

**COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES
COUNTY**

By: _____
Chairperson

Attest:

Secretary

Approved as to Form:

Lewis Brisbois Bisgaard & Smith LLP

By: _____
District Counsel

EXHIBIT A



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

PROPOSAL

On-Call Construction Management Services

August 16, 2023



SECTIONS

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4.1

**Cover Letter
& Disclosure
Statement**



August 16, 2023

Mr. Russell Vakharia
Carson Field Office, Construction Management
Los Angeles County Sanitation Districts
24501 South Figueroa Street
Carson, CA 90745

RE: On-Call Construction Management Services

Dear Mr. Vakharia and Members of the Selection Committee:

The Los Angeles County Sanitation Districts (Districts) has several upcoming construction projects as part of your wastewater program. We are excited about the opportunity to provide our technical experience, depth of resources, and understanding of your processes in response to your Request for Proposals for On-Call Construction Management Services. We have continued our teaming with APSI Construction Management (APSI) and have assembled an exceptional team of construction management (CM) professionals to partner with your management and staff.

HDR Engineering (HDR) has successfully performed CM services on over \$5 Billion in construction over the last decade. We bring qualified construction managers, project controls and estimators in addition to a deep bench of CM support and technical expertise should the Districts need additional resources. APSI has provided project controls, estimators, and schedulers to the Districts over the last 18 years and bring a history and understanding of your CM needs. Additionally, they have provided project controls, scheduling, and estimating services to numerous public agencies, and bring lessons learned and best practices to the Districts on this contract. Jointly, our team brings the following benefits:

A collaborative, streamlined and rapid response to the Districts' needs.

HDR and APSI have a history working with the Districts bringing familiarity and no learning curve. Over the past three years, our team has provided talented staff to support several Districts projects. In addition, our staff is actively working with your engineering and operations staff as part of other On-Call contracts. APSI provided on-site scheduling/project controls as an extension of Districts staff, as well as supporting estimating and claims services in addition to numerous as-needed project controls support.

Efficient, responsive, coordinated, highly-qualified project leadership and CM staff.

Our team will be led by **Ron Perkins, PE, CCM**, Contracts Manager and Construction Manager, who brings 35+ years of construction experience. His recent experience includes the successful delivery of program management and construction management services on the \$1.7 billion EchoWater Project for Sacramento Regional San. **Sharad Mathur, CCM, PSP, PMP**, Project Controls Manager, brings 30 years of expertise and a history working for the Districts. He served in a similar role on the Districts' Project Controls Support Services contract for 5-year term as well as on \$35M Puente Hills Material Recovery Facility. Ron and Sharad will be supported by CM and technical experts who have a history working on similar projects.

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A deep bench of multi-disciplinary resources to meet project needs.

Our team brings requisite technical expertise in collections, solid waste management and recycling, and sewer lined rehabilitation. Each were selected by their experience and understanding of your needs.

Sean Hoss, PE, SPRAT I, Condition Assessment Lead, brings expertise and a long history of performing condition assessments for agencies such as Metropolitan Water District of Southern California, California Department of Water Resources, West Basin Municipal Water District. **Brien Clark, PE, Sr.** Corrosion Lead, has been working in similar roles with clients, including Irvine Ranch Water District, Inland Empire Utility Authority and Metropolitan Water District of Southern California. **Scott Joslyn, PE**, Startup and Commissioning, is a senior wastewater operator who has successfully led the start-up and commissioning for large wastewater treatment projects including for the City of San Jose, San Francisco Public Utilities Commission and West Basin Municipal Water District. **John Carlton, PE**, Solid Waste Lead, has expertise in permits for solid waste disposal facilities, waste management studies, and waste management planning. We have a deep bench of other technical experts as-needed to support your projects.

In-depth understanding of the Districts project objectives and critical issues. No learning curve from our history with the Districts.

Due to our previous work experience with the Districts and a constant keeping in touch with the on-going and upcoming Districts projects, our team provides zero learning curve for the current contract. Our team brings a total understanding of the current and upcoming project's challenges such as:

- Sewer replacement and rehabilitation
- Water collection systems
- Upgrades to the treatment plants
- Coordination with the local city and other jurisdictions/right of way
- Public outreach, as most of the Districts projects are in or near many residential areas
- Traffic management and detours
- Miscellaneous electrical and site civil upgrades

The added value of the HDR/APSI team is our expertise in Project Controls. APSI was founded as Project Controls firm 33 years ago, and even as of today are known for their expertise in it. Our team's pro-active schedule and cost management approach will provide that projects finish on time and within budget.

An approach to proper planning and diligent oversight will drive on-time completion of projects.

Our Work Approach for your On-Call CM Services contract is as much about creating a sound and comprehensive plan of action as it is about execution. A communication plan will be critical to work proactively with Districts staff and contractors to identify areas of concern early and develop an approach to mitigate potential conflicts that could cause rework for the contractor. This proactive approach allows inspection work to occur in a timely manner without impacting the contractor's work plan. Ultimately, this approach allows the project team to stay informed and leads to meeting scope and schedule expectations.

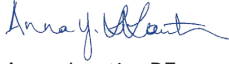
Disclosure Statement.

We know there is potential for a conflict of interest when a firm works with a number of clients. And because we work with a lot of public agencies, the possibility of working with two agencies simultaneously that have conflicting interests does exist.

We are not aware of any projects or relationships that would cause a conflict-of-interest on this project. We have a strong set of protocols and guidelines in place to handle possible conflicts of interest.

The HDR/APSI team is committed to partnering with the Districts by providing experienced professionals as extension of staff. **Ron Perkins, PE, CCM** will serve as your Contract Manager and will be your direct point of contact for this proposal. He can be reached by email **Ron.Perkins@hdrinc.com** or by phone at **(916) 817-4847**.

Sincerely,
HDR Engineering, Inc.


Anna Lantin, PE
Vice President


Ron Perkins, PE, CCM
Contract Manager

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4.2

Statement of Qualifications



4.2.1 About HDR

Founded in 1917, HDR is headquartered in Omaha, Nebraska, and maintains more than 200 offices throughout the U.S. and abroad. We are an employee-owned corporation and have grown to more than 12,000 employees, making HDR one of the nation’s leading consulting firms. In the state of California, we have over 900+ professional staff —250 of whom specialize in water and wastewater services.

We have been part of the Southern California business landscape since 1960, and over time, have expanded to nine Southern California offices: Los Angeles, Long Beach, Claremont, Irvine, Santa Ana, Riverside, San Diego, and Ventura. As an integrated firm, we provide a total spectrum of services for our clients. HDR’s operating philosophy is to apply our national expertise to deliver tailored solutions through a strong local presence. Our ability to draw upon company-wide resources is the basis of our ability to meet and exceed our clients’ expectations.

HDR has successfully provided construction management services for the construction of wastewater and water projects valued at over \$5B throughout the country. These projects include the recently completed \$105M Los Osos Wastewater Collection System in San Luis Obispo County, as well as the on-going \$500M SEP New Headworks Facility and \$1.7B Biosolids Project, both for the San Francisco Public Utilities Commission. We will leverage our knowledge and lessons learned from managing collection/conveyance and treatment projects to successfully deliver your CM needs. **Most notably, we have been providing as-needed CM services for the Districts since 2021 and have become familiar with your staff and processes, which allows us to mobilize quickly and engage the right resources.** Below is a list of clients we have provided CM services for. A demonstration of projects is listed on the next page.

- Los Angeles County Sanitation Districts
- Orange County Sanitation District
- Irvine Ranch Water District
- Eastern Municipal Water District
- Los Angeles Department of Water and Power
- Elsinore Municipal Water District
- San Francisco Public Utilities Commission
- San Luis Obispo County

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4.2 RFP REQUIREMENT:

- **4.2.1** History and description of the Proposer and each Subconsultant, including scope of services to be provided by each firm, qualifications of the firm and number of employees available to perform work related to this RFP, location of offices and clients served. ✓
- **4.2.2** Describe each firm’s experience providing each type of service requested in the RFP, to owners in support of public works construction projects. Provide a list of similar projects performed by each firm over the past five (5) years, including the client for each. Provide the names of references from at least three (3) different public sector clients for which each firm has performed such work over the past three (3) years. ✓
- **4.2.3** Include a list of exceptions to the technical scope and requirements of this RFP. ✓

Location of Offices in California:



HDR Scope of Services: Construction management, scheduling, estimating, and related project controls services

Number of employees able to perform work (CA): 106



On-Call PM/CM Services

Los Angeles, CA

\$1M

Our team has provided construction and project management services to the Districts, most notably on the Valencia WRP Advanced Water Treatment Facility, Valencia WRP UV Disinfection Facility, and Saugus UV Disinfection Facility.

We have managed billions of dollars in construction projects for wastewater and water projects nationwide and we will bring that experience and lessons learned to you.

HDR has teamed with APSI to provide the Districts with an unmatched team of experts. Our team has a proven track record of providing construction management to clients in California and throughout the United States.

About APSI Construction Management

Since their establishment in 1990, APSI Construction Management (APSI) has been a leader in providing project construction management, project controls, scheduling, estimating and claims analysis. APSI offers clients a diverse range of services for public agency and private clients. They have the flexibility to provide augmentation services with staff embedded in the clients' organization. They have extensive experience in managing projects as an Agency's project construction manager. They understand the differences, and the basic skills sets that they train their staff in, work well in both settings.

APSI's expertise spans all project phases from planning through design, construction, commissioning, and post-occupancy. They also have expertise in managing contracts for design-bid-build, design-build, modified design-build, multiple primes, multiple phases, fast track, job order contracting, lease – leaseback, and other delivery methods. This extensive experience provides them with a knowledge base that assures their clients there is no learning curve in administering their contracts.

In addition, in the last three decades, APSI has successfully implemented a comprehensive schedule management guideline for various projects. Their in-house schedulers are highly skilled users of Primavera P6, Microsoft Project and schedule comparison software and has extensive experience in development of scheduling specifications for the Districts that are project specific and appropriately used throughout the project for the ultimate benefit to the team. Clients include:



APSI AT-A-GLANCE



- Los Angeles County Sanitation Districts
- Orange County Sanitation District
- City of Los Angeles (Hyperion Wastewater Treatment Plant)
- Vallecitos Water District
- District of Columbia Water and Sewer Authority (Blue Plains Wastewater Treatment Plant)
- City of San Diego (Sewer Group)
- Regional San (Sacramento Regional Wastewater Treatment Plant)
- Pacific Gas & Electric

APSI is currently providing scheduling services for many of the Districts' projects, including Saugus WRP UV Disinfection Facility, Valencia WRP UV Disinfection Facility and Valencia WRP Advanced Water Treatment Facility. The scope of APSI's services included baseline and schedule update reviews, weekly schedule update review in conjunction with progress monitoring. The scheduler assigned also created what-if scenario schedules to identify delays/impact to the schedule and provided recommendations for recovery of schedule. In addition, when the contractor failed to provide timely schedule update submittals, the scheduler was tasked to create a shadow schedule so that the Districts' field staff be aware of the schedule status.

HDR/APSI Past LACSD Project Experience

Valencia WRP Advanced Water Treatment Facility
Valencia WRP UV Disinfection Facility
Saugus WRP UV Disinfection Facility
Puente Hills Material Recovery Facility
Puente Hills Waste Management/Resource Recovery
Lancaster Water Treatment Stage Five Plant Expansion, Phase 1
Lancaster WRP Stage Five Plant Recycled Water Pump Station
Calabasas Landfill Rate Assessment
Palmdale WRP Stage Five Plant Expansion, Phase 1 & Effluent Management Facilities
Palmdale WRP Stage Five Effluent Management Facilities Pump Stations & Reservoirs
Compton Maintenance Field Office Master Plan
West Side Relief Trunk Sewer
Mesquite Master Plan
Whittier Narrows Water Reclamation Plant Secondary Treatment Facility Modifications
Construction Assistance Services for San Jose Creek WRP Nitrification-Denitrification Upgrades
Pomona Water Reclamation Plant Nitrification-Denitrification Upgrades
Pomona Water Reclamation Plant Construction Administration Services

Prior to the current contract with District, APSI provided on-site scheduling/project controls as an extension of Districts' staff, as well as supporting estimating and claims services for the Districts from 2003 to 2012.

APSI personnel were stationed at two locations – San Gabriel Valley field office in West Covina and the Antelope Valley field office in Palmdale. APSI provided review of baseline schedules and updates, time extension requests, and claims/delay analysis for 17 plant and collection projects. With this long-standing relationship that spans almost a decade, APSI brings a wealth of knowledge and has a clear understanding of the types of projects we will be managing for the Districts such as sewer line rehabilitation, water collection systems, wastewater and solid waste treatment facilities. Their team brings expertise in handling the challenges associated with them, and how to provide solutions.

Efficient and highly-qualified project leadership

Our team is led by Contract Manager, **Ron Perkins**, who has effectively delivered construction management services for multiple water and wastewater clients. His experience includes being the Peninsula Regional Construction Manager for SFPUC's \$4.6 billion Water System Improvement Program, and Program Construction Management Lead and Project Construction Manager on the \$1.7 billion Sacramento Regional San EchoWater project. Ron's experience with developing CM standards and implementing integrated CM teams will provide the leadership qualities the District needs.

Ron will be responsible for identifying needs, scoping new tasks, maintaining budgets and schedules, allocating staff, setting up and closing out task orders, gaining feedback, and reporting information to the Districts' PM. Ron is your single point-of-contact for assuring that the specific needs of the Districts' PMs, staff, and management team are met for each project.

Supporting our team is **Sharad Mathur**, Project Controls Manager, who has extensive experience with the Districts. Sharad brings 30 years of experience in the management of project controls for complex projects. Sharad's previous hand-on experience working with the Los Angeles County Sanitation Districts will provide zero learning curve to the upcoming contract. An expert in the application of Primavera P6 to new and ongoing projects, he combines

APSI has a long-standing relationship working with the Districts on many critical projects, beginning with the Puente Hills Material Recovery Facility Project that was completed in 2005.

Our team's direct experience working with the Districts provides you with a team you can depend on to deliver quality CM services, without the learning curve.

expertise in the development of work breakdown structures, master schedules, budget controls, and implementation and training of online collaborative project management information system (PMIS) such as Unifier, eBuilder, and Procore. In addition, it will further enhance the quality assurance of the Project Controls Services.

Project Understanding & Approach

Through our history of working with you, we are able to provide a proven approach to carry out the scope of services for each project. We will proactively work with the Districts' Task Manager to gain a thorough understanding of each project's current condition. After hearing your goals and objectives, we will assign the appropriate staff and tools for the project. **Because of our team's knowledge and experience, your time and budget will go directly towards meeting objectives.** We have the CM expertise required to address current and upcoming project's challenges such as:

- Sewer replacement and rehabilitation
- Water collection systems
- Upgrades to the treatment plants
- Coordination with the local city and other jurisdictions/ right of way
- Public outreach since most of the Districts projects are in or near many residential areas
- Traffic management and detours

We have separated our approach into two separate models of delivery to meet your project needs:

- **Construction Project Staff Augmentation**, page 17, creates a plan that provides responsive, collaborative, available team members to achieve project success
- **Contract and Task Order Management Approach**, page 18, responds to how the Districts integrates our staff and services into your project delivery philosophy to address your needs.

Our approach to every project boils down to three elements: people, processes and tools. Success begins with assigning the right resources. The people on our team possess the specialized expertise to successfully complete any assignment for this contract. We have ample resources to respond to multiple concurrent task orders if needed. Our proven CM processes have been developed and improved on other successful similar assignments.

Augmenting Districts staff quickly and seamlessly during all phases of project construction is of paramount importance. On previous on-calls, we developed and honed an approach to punctually augment staff, and in many of these projects, have taken key roles. Our responsive and nimble approach to staff augmentation brings continuity and seamless execution for each task order.

A work approach with the best interests of the Districts and the community in mind.

Program goals include an efficient work approach with resources focused on CM challenges for project delivery that must be performed safely, to the highest quality of construction, for reasonable cost and completed in a timely manner. Because of our strong history working with the Districts we have a unique familiarity and experience with your overall wastewater system. We understand your management and communication protocols and expectations, and we have extensive knowledge of your existing infrastructure.

To achieve your goals, we have developed a work approach focused on the following work items:

Construction Project Staff Augmentation

- Communication for Seamless Staff Augmentation
- Anticipated Task Orders
- Pre-construction Phase
- Project Constraints
- Value Engineering
- Construction Phase
- Quality Control/Quality Assurance
- Construction CPM Scheduling
- Progress Tracking and Support
- Change Order Review and Negotiation
- Resolution of Technical Conflicts
- Dispute Resolution
- Post-Construction Phase
- Start-up and Commissioning
- Contract and Task Order Management Approach
- Team Organization and Special Expertise
- Task Order Schedule and Budget Control
- Work Location
- Project Fiscal and Labor Monitoring
- Resolution of Technical Conflicts

To successfully integrate our team members with Districts staff, we will use the same tried-and-true approach we used as the prime consultant on the San Francisco Public Utilities' seven-year, \$27M Headworks CM Service Contract, which currently has a total construction cost of \$540M. HDR is serving as the Prime firm on this contract.

We will make sure the consultant staff selected to fill positions will meet the following criteria:

- **Properly trained and educated** – possess all of the needed credentials.
- **Team players** – a positive attitude, strong communication skills, and enhance the synergy of the CM Team.
- **Proficient** – understand scope of work and bring added value to the project – with a focus on **"The Big 5"** shown in the table below.

Communication Plan for Seamless Staff Augmentation

Consistent and frequent communication provides the basis for successful service. From the onset, we will provide the best candidate for each assignment. Continuous, open and effective communication between our team leaders and the Districts' project managers regarding project CM staffing will set the foundation for any needed course correction or improvement during a task order.

Anticipated Task Orders

We are organized to provide staff augmentation for any and all services during every phase of a project as depicted in the table above:

Pre-construction Phase

Our team is available to provide all the services for pre-construction as shown in the preceding table. It is during this phase that the Districts achieves the greatest return

"The Big 5": A Tried-and-True Approach

TOP 5	OBJECTIVE	EXAMPLE
1 PUBLIC SAFETY	Vigilance to safety at all times well beyond the perimeter of the project construction site.	Example: Heavy truck traffic and detours during construction in the surrounding neighborhoods must be thought through and monitored continuously to achieve vehicular traffic safety, including protection and accessibility of bicyclists. Additionally, pedestrian walkways in the vicinity of the project construction site must be maintained and kept clean and safe for pedestrians. Proper signage and use of flaggers and traffic control should be utilized as necessary to keep the public safe.
2 SITE SAFETY	Contractor, CM Team, Engineering Staff conduct all work in a safe manner with the goal of zero reportable accidents.	<ul style="list-style-type: none"> • Oversight by trained safety professionals • On-site safety meetings • Surveillance to ensure contractor and all subcontractors compliance to Contractor's Safety Plan at all times • Communicate with contractor and the Districts
3 CONSTRUCTION QUALITY	Deliver high-quality construction that meets or exceed performance and delivers the Districts best value.	<ul style="list-style-type: none"> • Assign staff who understand and know the project plans, specifications, and the associated codes surrounding the discipline of work (e.g. American Concrete Institute's ACI-318 for concrete construction) • Monitor contractor compliance to meeting requirements • Apply Value Engineering to identify design improvements • Communicate with contractor and the Districts
4 SCHEDULE	Adherence to project milestones and overall project completion schedule	<ul style="list-style-type: none"> • Progress tracking and reporting • Adjust as needed • Communicate with project team, contractor and the Districts • Document control
5 BUDGET	Deliver the project within budget	<ul style="list-style-type: none"> • Progress tracking and reporting • Adjust as needed • Communicate with project team, contractor and the Districts • Document control



and subcontractors are meeting the standards of the Districts and are within compliance of project plans and specifications. Following, we have highlighted some of the key construction augmentation activities.

Contract Administration Practices and Procedures

Our recommended contract administration practices will be incorporated into a Project Plan and finalized within the project specific Construction Management Plan, (CMP). Contract administrative procedures are project specific and therefore the Districts' PM and CM staff input will be important for the CM Team to customize our procedures to the Districts processes. The procedures once coordinated with Districts operations provide a step by step process including a flow diagram to guide team members in completing the procedures in proper order. Outlines of our proven CM procedures for document, cost, and schedule control are provided for reference. These examples are taken from recent projects and would be updated to District procedures and included in the project specific CMP.

Reporting

Proper administration of the construction contract includes communication of project status to the Districts. This reporting starts on a daily basis with the preparation of Field Inspection Reports which provide a complete project history at the end of the project. On a weekly basis, HDR will provide a brief Weekly Status Report indicating work complete and potential issues. Monthly, HDR will prepare a Monthly Project Report which details the construction complete, costs to date, forecasts and trends, schedule status, and detail on potential issues.

Cost Control

Our cost control will begin by establishing a sound budget with well-defined contingencies. Allocation of the budget would be made based on the scope of the contractor's work and bid, the estimate for change orders, and a contingency. We will continually update the budget and maintain cost control by minimizing the expenditure

for change orders. Our cost control procedures include managing payments with a cost loaded project schedule and by emphasizing detailed cost estimating with change negotiations. HDR will track integrated progress of work with cost and prepare trend analysis for key items of risk. HDR also implements cost control procedures for managing the CM budget. Our CM cost control includes a NTE budget, schedule, and report which are provided monthly the District project manager.

Construction Quality Management

As a part of the CM process, we will develop a project-tailored QA/QC plan to submit for Districts approval. The plan will focus on the quality elements developed to meet the specific needs of each project. It also provides the framework for audits and managerial controls, including a clear definition of authority, responsibilities, documentation, and oversight effort and responsibilities. Our team will work closely with inspectors selected by the Districts to verify that information gathered on project sites is communicated efficiently and effectively.

The QA/QC Plan includes the following types of documents:

- Review and approval of Contractor's QA/QC Plan
- Field design change control
- Monitoring of special processes
- Material control
- Manufacturing source inspection and witness testing
- Inspections and test control; special and specialty inspections
- Verification and calibration of measuring and test equipment
- Control of non-conformances
- Intermediate and final surveys

The CM team will verify the Contractor is implementing and executing according to the Contractor's QA/QC plan and is in compliance with the QA/QC plan for materials testing and inspection requirements, in accordance with the Contract Documents.

on your investment. Thoughtful planning and review of construction activities prior to actual construction is a minimal cost in comparison to making changes after a project is bid. Contractor outreach and pre-qualification spurs contractor competition and enhances bid results.

Project Constraints

We understand the potential of design, environmental and construction constraints that may occur on projects during construction. Proactive work during the preconstruction phase is needed to adequately address constraints and avoid needless delays that may impact project schedule and exceed budgets. The following processes provide examples of methods used to maintain adherence to schedule and budget.

Constructability Reviews

A good constructability review before construction starts safeguards that the overall design is not flawed, the environmental permitting requirements are properly

integrated in the plans and specifications and the long-lead delivery products (e.g. vertical turbine pumps) are properly addressed. **HDR provided the constructability reviews for the following projects for the San Francisco Public Utilities Commission (SFPUC) avoiding construction delays:**

- Lower Crystal Springs Dam Improvements
- Crystal Springs Pipeline No. 2
- Crystal Springs/San Andreas Transmission Upgrade
- Biological Habitat Restoration

Construction Phase

We have assembled a team of experts to meet critical activities and make sure the project is efficient, timely and within budget.

During construction, we are available to provide staff augmentation as needed for your projects. We will monitor, track and maintain that project contractors

Construction Management Quality Assurance. As Technical Advisor, Tom Haid can be involved in the oversight of the CM services under the contract. His efforts can include quarterly on-site QA reviews, 360 interviews with key stakeholders, periodic compliance audits of the CM team's and contractor's quality control documentation, with a focus on continuous improvement.

Construction CPM Scheduling

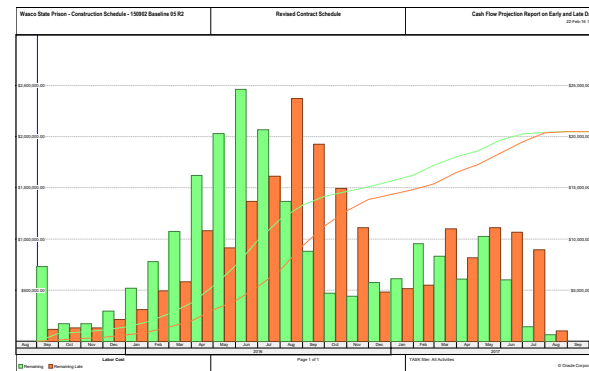
As part of the HDR/APS team, APSI will take the lead on scheduling for this contract. We believe that schedule management is an integral part of program and Project Management. Thus, APSI trains all of their schedulers in the latest techniques and programs available including Primavera P6 and Microsoft Project on the market. The firm has developed an in-house manual that assists their staff in quickly coming up to speed on the various techniques required to review and analyze schedules. In addition to their technical training, APSI also utilizes outside training seminars to further enhance our staff's capabilities.

Baseline Schedule Review. Their scheduler will meet with the contractor to review the schedule requirements and reinforce the importance of producing a schedule that complies with the contract specifications. Their review of the baseline schedules will cover conformance to the contract requirements as well as standard scheduling techniques.

The baseline schedule analysis also includes a detailed review of the contract scope contained in the schedule, to verify it includes all project scope to an appropriate level of detail sufficient to monitor progress, evaluate progress payments, and coordinate the work with the facility and other project stakeholders. During their schedule analysis, they will verify that each item in Contract Specification is accurately represented in the schedule submission. They will also verify the following:

- **Open Ended Activities.** Verify that both the start and the finish of each activity are logically tied.
- **Logic Ties.** Observe if use of lag and lead duration is prevalent in building activity relationships. Also, check for activities with redundant logic ties.
- **Forced Constraints.** Except those activities and milestones that are mandated by the contract to have a date constraint, no other activity should have any type of date constraint.
- **Owner Activities.** Identify all the activities with owner responsibility and verify that they are logically tied in the contractors' schedule.

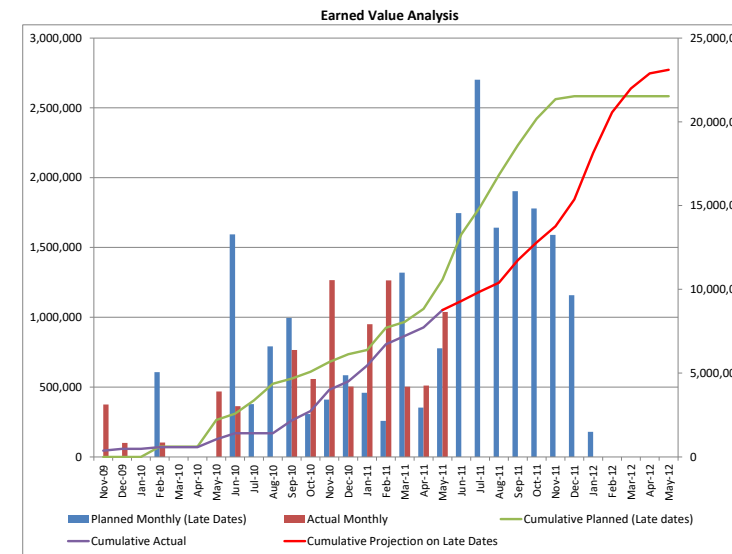
- **Detailing.** Verify that all major elements of the scope are represented and that there are no construction activities with duration greater than 10 working days, in accordance with the Contract Specifications.
- **Punch List Activities.** It is essential that punch list activities are properly represented in sequence.,
- **Cashflow.** Contractor shall submit a cost breakdown that corresponds with the cost-loading in the schedule. We will confirm that the total of all allocated costs matches with the contract amount. **We will verify if the schedule is front-loaded and comment accordingly. The chart below illustrates a Miller Curve.**



- **Manpower Distribution.** Manpower distribution should be analyzed for total manpower as well as for all major trades. The manpower curve and cashflow curves are usually comparable. Also check the ratio of cost to manpower for comparable trades and verify consistency.
- **Sequencing.** Check all major durations and sequences to verify that the schedule is basically a sound construction plan.
- **Critical Path.** It is extremely important to study the critical path and float distribution over the entire Network.
- **Constructability.** The entire network should be plotted for a detailed constructability review. All individuals responsible for the project should be involved at this stage.

Schedule Update Review Process. Once the baseline schedule is established and approved, the management emphasis shifts to schedule maintenance and updating. APSI will:

- Verify the contractor's monthly schedule update accurately reflects project status.
- Prepare float trend analysis on each update.
- Assist Districts in the evaluation of the contractor's recovery schedules.



The chart shows the planned value on a monthly basis and a cumulative value for the project. As the project progressed, the actual cost was plotted against the planned value and a forecast of the remaining cost was extrapolated.

- Analyze "S" curves in relation to "Earned Value" for both cost and manpower.
- Monitor the contractor's progress against the approved schedule. Generate trend reports along with all other analytical reports and charts to include in the monthly project report.
- Provide technical analysis for the review of all changes submitted and/or subsequent claims made by the contractor. Participate in negotiation of all time impact settlements
- Make sure that 3-week look ahead schedules, utilized at the weekly progress meetings and the overall project schedule are consistent with each other.
- Field Verification of the Schedule (3-week look ahead). We typically create an Update Status Form, which includes all activities scheduled for the next 3-week period. This simple step also helps to mitigate schedule impacts and claims.

APSI uses Earned Value Management System (EVMS) as a management tool for tracking and communicating project status. Earned Value Management (EVM) will allow the project team to know the actual state of the project by comparing the current project performance against original plan. The following table tabulates the previous and current monthly schedule comparison data and the earned value analysis. A progression of this table can allow us to create trend report.

Pro-active schedule management is our philosophy throughout the project. On a weekly basis, we propose to walk the jobsite, review the progress listed in the submitted weekly schedule and verify the submitted schedule represents the actual site conditions and

CHANGE ORDER REVIEW AND NEGOTIATION RESOLUTION

Independent reviews of CM Team and contractor estimates provide early discussion for potential options to issue resolution eliminating claims.



SFPUC's Crystal Springs/San Andreas Transmission Upgrade Similar and Relevant Potential issues for CM On-call:

- Being firm but fair with contractors facilitates effective solutions.
- Establish working sessions to resolve critical issues - Communication
- Resolving issues quickly keeps contractor moving - Issues don't turn into major challenges
- HDR staff provided independent reviews of the CM Team and contractor estimates, and assisted with resolution to conflicts eliminating unnecessary claims.



APSI provided scheduling, developed shadow schedules, as well as TIA analyses on the Valencia WRP Advanced Water Treatment Facility, Valencia WRP UV Disinfection Facility, and Saugus WRP UV Disinfection Facility projects as part of the Districts' most recent On-Call CM Services contract, which has resulted in successful negotiation of time impact claims and overall project cost savings.

progress made to date. Often, if the weekly schedule updates are misrepresenting the progress, we have prepared weekly parallel schedule to identify any schedule slippage and create a what-if scenario schedule to recover any future delays.

Progress Tracking and Support

Project Controls is also an important process of progress tracking and support. It is essential in tracking progress and addressing any issues before they become a problem.

APSI has had several staff performing project controls reporting for the Districts on multiple projects over 5-year term. Our staff is an essential part of the reporting function for the entire program, responsible for supporting Districts staff in quality control, data management, report formatting and reconciliation with FAMIS and other accounting systems, as well as highlighting areas of specific concern where cost and schedule appear to be out of sync.

Estimating/Change Order Review and Negotiation

Our estimators are well versed in all division of cost estimation. Their expertise includes the entire spectrum of estimation; parametric unit price to detailed cost estimates. In the last 30-years APSI developed in-house cost database and our pricing includes up to date costs received from the vendors and are always adjusted to the local taxes and city/area index. We utilize Bluebeam and on-screen take offs. APSI provides a wide range of estimating and cost management services:

- Development of independent estimates for new construction, renovation/repair, site development, infrastructure/utilities such as sewer/water line replacement, sewer line rehabilitation, wastewater

and solid waste treatment facilities, building systems upgrades (HVAC, life safety, security, ADA, energy, etc.)

- Monitoring and control of project budgets for major capital construction programs
- Design phase estimates from conceptual estimates to schematic design, design development, and construction document phases
- Bid analysis
- Change order evaluation, negotiation, and reconciliation
- Life cycle cost analysis, cost-benefit analysis, and value engineering
- Claims analysis review
- Comprehensive project cost and budget analysis and reports
- Estimating for LEED, California Energy Code, and sustainable design features

APSI has developed a proven approach to change order management that results in fair and equitable adjustments to the contractor while protecting our client from future claims. This approach includes:

- **Establish procedures for Potential Change Order / Change Order management.** APSI will customize our change management procedures, as necessary, to be in accordance with Districts change requirements. We will review and confirm these procedures at the beginning of the project, then document them in our Construction Management Plan.
- **Verify that the change request in question is outside of the base scope of work.** If it is not, the request will be rejected and documented. If the change is in fact an addition or change to the contract, APSI will independently estimate the cost and schedule impact and communicate the findings to Districts for negotiation.



- **Document the change.** An important aspect of documenting is that it be done consistently and methodically throughout the project. The various types of documentation can include photographs, RFI's, daily reports, meeting minutes, schedules, and updated plans or specs.
- **Independent estimates and time impact analysis.** APSI will provide an independent estimate of each PCO within the specified time limit. We typically develop an Estimating Template, in consultation with Districts, to standardize the estimate format and provide Districts with consistent information for all PCO's.
- **Prepare the change request (Change Package).** Change request documents or packages will be prepared timely and consistently, and then presented to Districts for review.
- **Recognizing schedule impacts.** A cardinal rule is that no change order can be complete unless it has addressed the time elements of the change. We will make sure discussion and analysis of the time impacts of changes will be managed closely.
- **Negotiations:** The negotiation can be one of the most challenging aspects of change orders. APSI will also conduct job walks, perform actual production analysis, and obtain updated material prices to facilitate successful negotiations with the contractor. To provide consistent records for all PCO negotiations, details of the negotiation process are documented on a Record of Negotiations form.
- **Resolve the change request.** APSI will participate with all appropriate project team members to resolve the change issues in a timely fashion. We understand that the sooner change orders are resolved, the less impact there is to time and cost, as well as potential for claims.

- **Document the change.** When the change order is finalized, APSI will verify that the project records and schedule are updated to reflect the change. This proactive approach to change order management becomes a useful tool in mitigating claims.

Resolution of Technical Conflicts

In the resolution of technical conflicts during construction, it is important that the solution be developed expeditiously so as to not delay the contractor, which can potentially lead to a costly delay change order if the conflict is on the project critical path. At the first indication of a technical difficulty, the construction management team should immediately investigate the situation by thoroughly reviewing the project's plans and specifications. After this they should make sure they fully understand the conflict by meeting with the contractor and reviewing the situation. During this meeting with the contractor, discussion of the solution should be explored as necessary.

Dispute Resolution

Dispute resolution is used when standard negotiations break down or remain unsuccessful. Formal or informal, it is an effective means to resolve outstanding issues on a project. Typically, projects with major items that remain unresolved require a different approach than the standard negotiation. Our team has been effective in performing dispute resolution for many projects to prevent the need for claims litigation. By putting together much of the approach and experience outlined in the items above, we can evaluate, document and negotiate complex issues in order to resolve and close out claims through formal or informal dispute resolution.

Post-Construction Phase

Post-Construction services offered by our team include claims analysis, dispute resolution, change order review and negotiation, closeout support and negotiation, closeout documentation, final completion documentation and reporting. Post-construction activities provide the Districts the successful ending to the story of your construction activities. The post- construction activities are no less critical than those in preconstruction and construction. It is during this phase where the map for future projects is documented and knowledge is archived for future generations.

Efficient, thorough closeout activities return the facilities operation to the norm and allow the Districts to move on to your next project without worry of returning.



Safety is integrated into the culture of HDR.

As an employee-owned company, nothing is more important to us than health and safety of our employees and partners. This is reflected in how we live and work. Our goal is always that everyone goes home safe.

We support and grow our safety culture through a comprehensive health and safety program that has received national recognition for excellence. Our program includes extensive mandatory safety training for all employees and is supported by a team of certified safety professionals. Safety professionals help project teams navigate the sometimes complex web of local and national health and safety regulations.

We understand that no project is the same and develop custom-fit safety plans to address each project's unique needs. Our safety approach is to meet client requirements, avoid accidents that could result in unplanned delays, and reduce a client's overall project risk.

Our people-centered safety culture sets us apart from our competitors and has enabled us to maintain one of the best safety records in the industry. Our OSHA recordable incident and lost time injury rates are consistently lower than the industry average for our NAICS code (5413—Architectural, Engineering, and Related Services).



We care about our people, and we're dedicated to keeping them safe. Our low safety rates and certification by third-party review programs show we're serious about safety:

EMR

HDR'S
2023
RATE 0.62

Industry average
1.0

DART

HDR'S
2022
RATE 0.09

Industry average
0.3

TCIR

HDR'S
2022
RATE 0.28

Industry average
0.5



4.2.2 Firm Experience

Construction Management On-Call Services

Los Angeles County Sanitation Districts | Los Angeles, CA

CLIENT REFERENCE

Russ Vakharia,
Supervising Engineer,
Construction Management
Los Angeles County
Sanitation Districts

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✉ RVakharia@lacsdc.org

FIRM

HDR/APSI

Our team is currently provided scheduling services for the following projects for the Districts': Saugus WRP UV Disinfection Facility, Valencia WRP UV Disinfection Facility and Valencia WRP Advanced Water Treatment Facility. The scope of our services includes: baseline and schedule update reviews, weekly schedule update review in conjunction with progress monitoring. The scheduler assigned also creates what-if scenario schedules to identify delays/impact to the schedule and provides recommendations for recovery of schedule. In addition, when the contractor failed to provide timely schedule update submittals, the scheduler was tasked to create a shadow schedule so that the Districts' field staff be aware of the schedule status.

Valencia WRP Advanced Water Treatment Facility

The construction of the Valencia Water Reclamation Plant Advanced Water Treatment Facility, located at the Valencia Water Reclamation Plant (WRP) includes earthwork and grading and installation of microfiltration equipment, nanofiltration equipment, and an enhanced membrane system consisting of reverse osmosis and other water treatment equipment as well as construction of a metal building, electrical and control room, electrical substation and transformers for a new power service, duct banks and electrical conduit, underground utilities, instrumentation and piping systems, fire prevention systems, above ground

tanks (concrete, plastic, steel, fiberglass), concrete wet wells, concrete slabs, truck loading station, pump stations, asphalt roads, chemical storage and cleaning systems, metal canopies, drainage systems, and site improvements.

Valencia WRP UV Disinfection Facilities

The construction of the Valencia Water Reclamation Plant UV Disinfection Facilities includes excavation; shoring; dewatering; backfill; disposal of excess excavation material and/or importation of fill and backfill material; construction of new reinforced concrete structures; construction of a masonry block electrical building; installation of UV Disinfection System, mechanical equipment, piping, valves, gates, and instrumentation; electrical work; yard piping; grading; paving; as well as modifications, removal, and/or relocation of existing facilities.

Saugus WRP UV Disinfection Facilities

The construction of the Saugus Water Reclamation Plant UV Disinfection Facilities includes excavation; shoring; dewatering; backfill; disposal of excess excavation material and/or importation of fill and backfill material; construction of new concrete structures; installation of UV Disinfection System, mechanical equipment, piping, valves, and instrumentation; electrical work; yard piping; grading; paving; as well as modifications, removal, and/or relocation of existing facilities.



EchoWater Advanced Wastewater Treatment and Program Management Services

Sacramento Regional County Sanitation District (Regional San) | Sacramento, CA

CLIENT REFERENCE

Mike Crooks, EchoWater Program Manager
Regional San

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FIRM
HDR

For 11 years, HDR has been serving as wastewater program manager in a joint venture for Regional San's \$1.7 billion EchoWater Project, considered among the largest public works projects in Sacramento County's history. Program management services were needed to assist Regional San with compliance of their new waste discharge requirements for their 181 mgd Sacramento Regional Wastewater Treatment Plant. The EchoWater project keeps Regional San in compliance with its regulatory permits and improve water quality by resulting in a 99% reduction in ammonia discharged to the Sacramento-San Joaquin River Delta. Ultimately, EchoWater will be capable of meeting the region's needs and protecting our waterways for generations to come.

Services provided include:

- Program administration and controls
- Facility plan preparation
- Basis of Design Report preparation
- Collaboration with and oversight of all designers
- Constructability reviews
- 3D Building Information Modeling (BIM)
- Construction management and inspections

- Startup/commissioning support
- Regulatory permit support
- Pilot support
- SCADA Programming
- Special technical studies
- Clean Water State Revolving Fund Funding Assistance
- CEQA management and implementation

The HDR team, led by Ron Perkins, is currently providing construction management and inspection services for \$300 million tertiary treatment facilities, which involve new facilities to treat secondary effluent from a new biological nutrient removal (BNR) process. The project encompasses three major unit processes, including a filter influent pumping station, granular media filtration, and disinfection contact basins. Other project elements include an area control center and Substation 75 building, Substation 79 Building, transformer yards 75 and 79, waste filter backwash pumping station, reclaimed water pumping station, disinfection contact basin tank drain pumping station, chemical storage and feed systems, stormwater handling and detention, civil and electrical site work, and effluent observation structure.

\$8.5 Million Advanced Treatment Facilities Control and Meter Replacement - Phase 2 - Construction Management Services Task Order

City of San Jose | San Jose, CA

CLIENT REFERENCE

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Associate Engineer
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FIRM
HDR

HDR provided construction management and inspection services for Phase 2 replacement and/or upgrades of four areas inside the 167 mgd San José-Santa Clara Regional Wastewater Facility (secondary battery A tanks and clarifiers; nitrification battery A areas; east primary batteries A, B, C & D; and filter building areas and facility). Construction breakdowns included the control equipment and piping (4, 6, 24, 30, and 36 inches in diameter), valves, actuators, pipe supports, flowmeters, density meters, ultrasonic meters, turbidity meters, chlorine analyzers, pH analyzers, sulfide ion analyzers, electrical work, civil construction works, corrosion repair, and coatings. Services provided included change management (monitored, maintained, and closed project with acceptable remaining contingency %), schedule management (three-weeks look-ahead, recovery schedule, and overall milestones), construction administration (requests for information [RFIs], DCMs, submittals, and memos), managing substantial completion/close out process, and general contractor management. In addition, HDR supported the commissioning team and worked closely with them to deliver the project on time.

Retrofit/replacement improvements had to occur during dry weather, while keeping the plant operations. The project became delayed June 2022 on one of the areas, which neither the general contractor, owner, or construction manager had any control over them. Some of these unforeseen/complication situations were related to the supply chain affected globally, conflicts in the middle east, as well as another round of pandemic. The unit had to be operational by wet season. HDR gathered all the information and details from the general contractor, and communicated all data with project team, commissioning team, and operations and maintenance (O&M) managers. HDR also conducted numerous meetings with all stakeholders, including the contractor, and studied and discussed all possible options and avenues. The team came up with the recovery schedule, resumed the construction, and completed the commissioning process per contract milestones. The unit was successfully operational before wet season. Teamwork, communication, and transparency were the key elements on this success.



Southeast Treatment Plant Headworks Construction Management Services

San Francisco Public Utilities Commission (SFPUC) | San Francisco, CA

CLIENT REFERENCE

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SFPUC

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FIRM
HDR

HDR provided construction management and inspection services for a new \$540 million headworks facility and odor control structure at the Southeast Treatment Plant, which will minimize odors, meet seismic standards to better protect the facilities from earthquakes, improve operational reliability and flexibility, increase efficiency of treatment processes and protect downstream equipment, and achieve the adopted Levels of Service goals for wastewater treatment.

The project included modifications to the Bruce Flynn Pump Station and facilities inside the Southeast Treatment Plant, modifications to the existing underground combined sewer system in the vicinity of Rankin Street and Evans Avenue, shifting the four traffic lanes on Evans Avenue to establish a safe construction zone, demolition of the old headworks facility located on Evans Avenue, and construction of the new headworks facility in the same area as the old facility. Pre-construction services, construction contract administration, construction contracts management, project controls, cost estimating, and building information modeling were provided.

The project utilized the CM/GC project delivery method, a first for the San Francisco Public Utilities Commission (SFPUC). Implementing the CM/GC process with the City's traditional policies and procedures required all stakeholders to adjust their delivery methods. For example, the CM/GC Contractor implemented Lean Construction principles including the Last Planner® system for planning their work, which resulted in a baseline construction schedule containing less detail than SFPUC was used to. The CM worked with both the City and the CM/GC to achieve a mutually acceptable schedule that maintained the Contractor's ability to adjust production and the City's desire for more detailed long-term planning.

During the design phase, the CM's role was critical in identifying discrepancies and facilitating clarification regarding quantities and costs. This effort helped verify the subsequent final design was complete with no missing scope. The change order total for this project was less than 1%.

The Pump Station renovation included removal of the existing remote operation and monitoring system, and installation of a new system. Installation of the new Distributed Control System (DCS) was accomplished in an expedited, 6-week schedule with the CM coordinating between the Contractor and Operations personnel.

Los Osos Wastewater Collection System Construction Management Services

County of San Luis Obispo | San Luis Obispo, CA

CLIENT REFERENCE

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93408

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✉ JWaddell@
co.slo.ca.us

FIRM
HDR

The Los Osos community of 15,000 residents is situated on the bay estuary and marine reserve and had a large number of septic tanks - 5,000 in an 1,800-acre area - which led to concerns with the safety of the sanitary system. To compound matters, the Los Osos area uses groundwater for its potable water supply. HDR provided construction management services for \$105 million in improvements to resolve the septic system issues and state mandated Prohibition Zone established in 1983.

Improvements constructed include the following:

- Approximately 195,000 linear feet (LF) of gravity sewer mains ranging in size from 8 to 18 inches in diameter, 790 manholes, 4,700 laterals, and 28,000 LF of forcemain ranging in size from 2 to 12 inches in diameter
- Six duplex and two triplex pumping stations ranging in flow capacity from approximately 120 gallons per minute (gpm) to 1,900 gpm, and seven standby power facilities ranging in size from 30 kilowatts (kW) to 300 kW (one standby power facility is shared by two pumping stations)
- 12 pocket pumping stations ranging in flow capacity from approximately 10 gpm to 25 gpm
- A new submersible pumping station located at the Mid-Town site receives all flows from the collection system, and pumps these flows to the headworks of the water recycling facility located approximately two miles east

- Standby generator for the Mid-Town Pumping Station
- Raw wastewater conveyance pipeline and appurtenances that conveys the pumped wastewater flows from the Mid-Town Pumping Station to the water recycling facility
- Recycled water conveyance pipeline and appurtenances that conveys recycled water flows from the water recycling facility to the Broderon site and adjacent community for reuse and disposal
- Recycled water distribution mains and turnouts that conveys recycled water to various locations within the community, including the existing Bayridge Estates leach fields, Sea Pines Golf Course, South Bay Community Park, three elementary schools and Los Osos Middle School
- A leach field at the Broderon site for disposal of recycled water from the water recycling facility.
- Project challenges during construction included:
 - Overseeing construction involving deep, wet excavations near Morro Bay
 - Resolving utility conflicts;
 - Managing complex right-of-way encroachments
- Mitigating construction phase impacts to the community
- Environmental compliance



Water Reclamation Plant Expansion, Raw Water Storage Tank Conversion, and Distribution Flow Meter

Mountain House Community Services District | Mountain House, CA

CLIENT REFERENCE

Anush Nejad,
Deputy Director
Mountain House
Community
Services District

230 S. Sterling Drive,
Suite 100
Mountain House, CA
95391

☎ 209.831.5639
✉ ANejad@sjpgov.org

FIRM

HDR

\$33 MILLION PHASE 3 MOUNTAIN HOUSE WATER RECLAMATION FACILITY EXPANSION

HDR provided construction management and inspection services for the Phase 3 expansion of the Mountain House Water Reclamation Facility from 3 to 4 mgd. The project included:

- New influent lift station pumps and new parallel sewer forcemains.
- Headworks facility in a building, with two stage screening and grit removal.
- New sludge handling equipment, including transfer pumps, polymer addition, centrifuge dewatering equipment, and conveyors.
- Retrofit of the existing sequential batch reactor (SBR) to membrane bioreactor (MBR), which included 4 subdivision of the secondary process tanks into 4 tanks, conversion of the existing surge tank to post-anoxic treatment, retrofit the existing surge pumps to internal recycle systems, and new aeration blowers.
- Conversion of the existing digesters to anoxic basins.
- New control programming and changes to the process.
- New MBR membrane filtration tankage for 7.2 mgd.
- MBR treatment equipment building with permeate pumping equipment, air scour blowers, instrumentation, chemical injection day tanks, return activated sludge (RAS) return pumps, and associated MBR mechanical and electrical components.
- Changes to existing electrical and new electrical systems, including additional backup diesel generator, automatic transfer switch, and control system, as well as required system power, lighting recepts, bonding, and control electrical.
- Retrofit of the existing dissolved air floatation (DAF) clarifier systems to provide waste activated sludge (WAS) thickening prior to new aerated sludge storage.

2015-2019 Beale Air Force Base Project/ Construction Management Services

United States Air Force

CLIENT REFERENCE

Captain Justin Lungerich
(Retired),
Project Manager
Beale Air Force Base, 9th
Civil Engineer Squadron

6451 B Street
Beale AFB, CA 95903

☎ 530.634.3262
✉ Justin.lungerich@
us.af.mi

FIRM

APSI

APSI was awarded this staff augmentation contract to provide construction/project management services on various projects at Beale Air Force Base. Support included programming (AF103, AF332, IGE, DD1391, EA, AF813, AF IMT 3000s, AF3064, AF3065), method of project execution, contract review, management and review of plans, designs and specifications. The Performance Action Report (PAR) included: Project SOW/SOO/SON and GCE; Complete Detailed and Accurate Project Cost (IGE) Estimates; Project Construction Schedules; Bi-weekly Project Inspections; Complete Project Closeout Process within 10 Calendar Days of Final Acceptance; Maintain/ Updated TRIRIGA Database; and Monthly Status Reports (MSR). **APSI managed 50+ projects annually for this contract in various stages. Some of these projects included:**

BAEY090041P2, Water Main Repair – Phase 1 Dry Creek to PAVE Paws Water Tank. The objective of this \$2.25 million project was to provide safe and reliable potable and fire protection water service to the privatized neighborhoods at the Beale AFB. The existing 60 year old 18" diameter steel water transmission pipe from the PAVE PAWS Water Tank had corroded and was leaking. Approximately 8400 LF of the existing 18" steel pipe was sliplined with a new 14" diameter fusible PVC HDPE water pipe. Additionally a section of 12" AC water main was replaced with a new 12" fusible PVC HDPE water pipe. Rehabilitation of the existing 18" steel water transmission main met the CA Title 22 CCR requirements.

BAEY090041P3, Water Main Repair – Phase 2 PAVE Paws Water Tank to 3 MG Main Base Water Tank. \$1.75 million. The Beale AFB Main Water Tank (3 MG) delivers water through its pump station to the PAVE PAWS (0.5 MG) Water Tank and then to the Military Family Housing Tank (4800) to serve these two areas with both potable and fire protection water. The existing 60 year old 18" diameter steel water transmission pipe had corroded and was leaking. Approximately 9350 LF of the existing 18" steel pipe was sliplined with a new 18" diameter Tite Liner HDPE PVC water pipe. Rehabilitation of the existing 18" steel water transmission main met the CA Title 22 CCR requirements.

BAEY007049P1, Repair J Street Water Mains - Phase 3. The objective of this \$3.3 million project was to provide safe and reliable potable and fire protection water service to support the existing and future missions at the Beale AFB. The existing 60 year old steel water transmission pipes deteriorated and corroded which caused leaks requiring periodic spot repairs. Approximately 15,400 LF of the existing steel water transmission pipes were sliplined with a new fusible PVC HDPE water pipes. Additionally new ARV, VRV, Blow-Off, Gate Valves, service taps and service line connections were replaced. The water mains also were looped for better supply pressure distribution. Rehabilitation of the existing steel water transmission mains met the CA Title 22 CCR requirements.



Wasco State Prison



California Correctional Institution



North Kern State Prison

Health Care Facility Improvement Program

California Department of Corrections & Rehabilitation | Sacramento, CA

CLIENT REFERENCE

Sajeev Madhavan,
Project Director II
California Department of
Corrections & Rehabilitation

9838 Old Placerville Road,
Suite B
Sacramento, CA 95827

☎ 916.879.2681
✉ Sajeev.Madhavan@
cdcr.ca.gov

FIRM

APSI

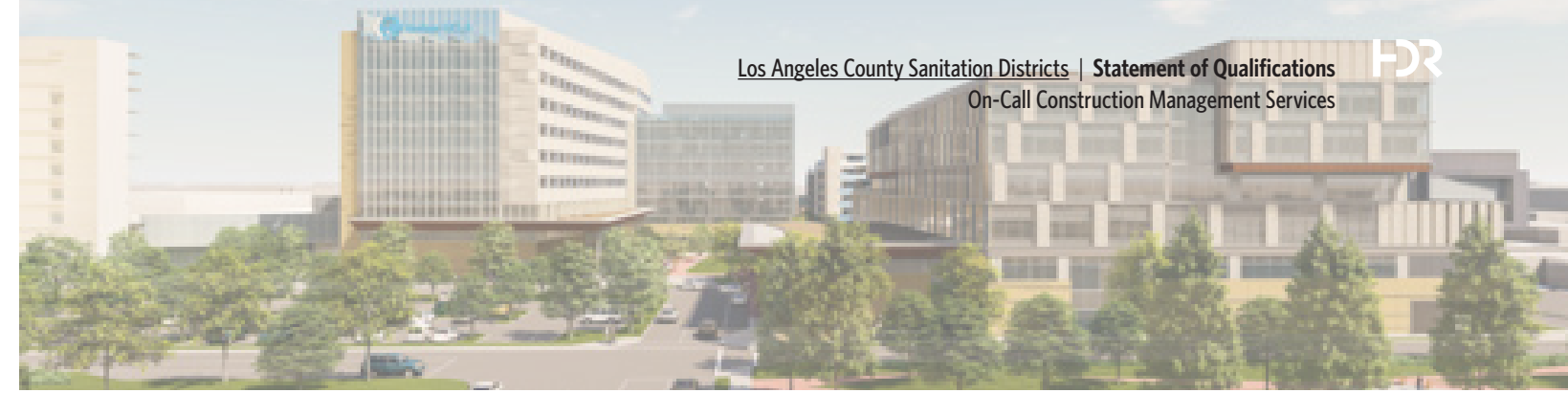
APSI is providing project construction management for the pre-construction and construction phases of new health-care facilities in three State funded CDCR facilities in Kern County, CA. The new 102,035 GSF, \$105 million facilities are within the secure perimeter, and include renovations, ADA upgrades, additions, and new buildings to support the planned improvements to health care facilities for inmates. Projects are:

- Wasco State Prison, Wasco - \$39 million, 46,041 sf
- California Correctional Institution, Tehachapi - \$29 million, 23,787 sf
- North Kern State Prison, Delano - \$37 million, 42,724 sf

Preconstruction services include development of a Project Management Plan, phasing reviews, constructability reviews, milestone schedule, submittal tracking log, value engineering, and bidding assistance. Construction phase services are administration of the contract, and management of meetings, RFIs, contractor schedule reviews, submittals, contractor progress payments, change orders, cost control reports, dispute resolution, agency inspection coordination, daily construction reports, monthly project status reports, and project closeout. Services also include monitoring of security clearances for contractors and subcontractors working onsite.

The three 24/7 facilities also include significant changes to the utilities, including new installation and relocation of old utilities such as medical gas, sewer, water, and electric duct back/conduits.

APSI is providing project management, construction management, scheduling, project controls, estimating, and field inspection/document control services. Services began in June 2014 and are scheduled to continue through 2024.



Los Angeles County Sanitation Districts | Statement of Qualifications
On-Call Construction Management Services



Harbor - UCLA Medical Center Master Plan

County of Los Angeles Department of Public Works | Los Angeles, CA

CLIENT REFERENCE

Daniel Carney,
Program Director
AECOM

999 Avenue of the Stars
Suite 2600
Los Angeles, CA 90067

☎ 818.636.8883
✉ Daniel.Carney@
aecom.com

FIRM

APSI

APSI is providing project controls, document control and support services on this \$1.7 billion master plan, design-build program, which includes but is not limited to, the development and maintenance of an integrated cost-loaded master program schedule, review and analysis of the program's progress, developing and analyzing what-if scenario planning, cost engineering, cost and schedule risk analysis, and preparing monthly status reports addressing program and project progress of scopes, budgets and schedules. APSI's scope includes the initial master plan budget validation and estimating for any value engineering in order to arrive at a manageable appropriate estimate for the entire master plan. APSI assisted the County in the selection and procurement of eBuilder and coordinated with the County and eBuilder implementation team to develop County processes and cost modules. We also participated in the account administration and training, and tested each process and forms.

The goal of the County is to develop the campus into a coherent, interactive relationship between the clinical, educational, and research components of HUCLA based on the Master Plan. The program consists of three major phases spanning over eight years.

- Phase 1 - Public Parking Structure Project (750 — 850 cars); Tenant Swing Space (81,000 GSF); Utility Tunnel Structure Project; Outpatient Buildings Project (250,000 GSF); and surface parking reconfiguration
- Phase 2 - Central IT Buildings Project and Central Utility Plant
- Phase 3 - New Inpatient Hospital Tower Project (338 beds)

The project includes extensive sitework/ utilities upgrades as this campus was initially built in 1943 as a military hospital. APSI provided extensive coordination with local agencies with jurisdictions such as County of Los Angeles Sanitation Districts.

The contract currently provides various staff members that include estimators, schedulers and a program controls manager.



SANTA CRUZ COUNTY SANITATION DISTRICT

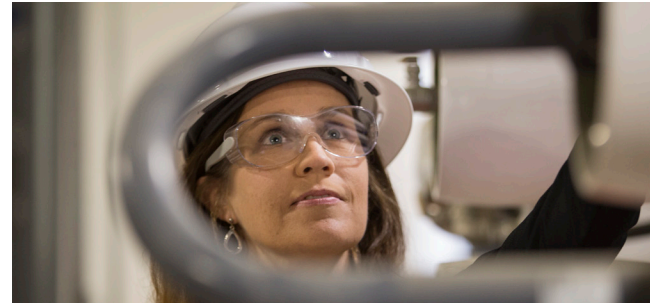
Program Management Services for the Water Department - Construction Management Related Services

HDR provided construction management (CM), inspection, and facility startup services under this contract. CM activities included preparation of an overall CM strategy regarding how future construction management work will be handled, and compiling and establishing construction management guidelines that identify policies and procedures for the management of all construction contracts as part of the program. Projects under this contract have included:

University No. 5 Tank Replacement. Significant corrosion, a number of compromised structural members, the inability to meet current building code design standards, and other factors require replacement of the University Tank No. 5, a 2 million gallon steel water storage tank. The replacement project included: (1) installation of a 35,000 gallon temporary tank to provide water while University Tank No. 5 was out of service; (2) replacement of the inlet/outlet pipeline; and (2) demolition and reconstruction of a new tank.

Graham Hill Water Treatment Plant Tube Settlers Replacement. HDR replaced the existing tube settler modules with new unidirectional tube settler modules, reused existing support beams, and replaced existing sludge collection system piping Graham Hill Water Treatment Plant.

Graham Hill Water Treatment Plant Concrete Tanks. Project included three concrete tanks (1.0 MG filtered water tank, 0.7 MG wash water reclamation tank, and 0.7 MG sludge storage tank), relocation of the existing reclaim and wash water supply pumping stations, new decant and sludge pumping stations, and replacement of related equipment, piping, and other appurtenances. In addition, a new electrical building and several retaining walls were constructed, and the existing access roadway to the site was widened.



UNITED WATER CONSERVATION DISTRICT

Iron and Manganese Water Treatment Plant Expansion

HDR served as a third party Construction Manager on the \$10M Iron and Manganese Treatment Plant expansion project. The project will remove iron and manganese to meet secondary treatment regulations. The project is a \$10M expansion of an existing water treatment plant constructed in the late 1950s.

Challenges on the project include a site with an extensive network of existing utilities, many of which did not have as built plans and were not well documented. In addition to the extensive utility networks, the very sandy soils at this groundwater recharge facility required close coordination with the Contractor due to the extensive facilities, and without damage to existing facilities. Treatment of the raw water will include greensands and anthracite, utilized two 40' long by 12' diameter steel pressure vessels, each having a capacity of 3,500 gpm.

Other aspects of the project included providing an array of full CM services for the district including; special inspections, building inspections, managing RFI's, change orders, conducting progress meetings, providing startup up and testing for the new facility. HDR also prepared the District's update to their operation plan and processed this plan through the Division of Drinking Water.



CITY OF SAN JOSE

San Jose - Santa Clara Regional Wastewater Facility Capital Improvement Program Principal Construction Inspector

The Adopted 2022-2026 Capital Improvement Program (CIP) for the San Jose-Santa Clara Regional Wastewater Facility includes 22 active projects that are collectively valued at more than \$1,000,000,000 and will be under construction over the next several years. Projects range in size from \$5,000,000 to over \$200,000,000.

HDR provided a full-time Principal Construction Inspector (Victor Gruber) to oversee and manage electrical, mechanical, and civil inspection activities across all active CIP projects under construction. The Principal Construction Inspector coordinated with the construction managers and project support staff to verify that electrical, mechanical, and civil inspection activities are completed timely and in compliance with the contract requirements and CIP programmatic requirements. The Principal Construction Inspector also provided support where necessary to individual construction projects, and served as the primary point of contact between construction phase electrical, mechanical, and civil work and plant operations and maintenance (O&M) staff.



CITY OF LOS ANGELES

Hyperion Wastewater Treatment Plant

APSI provided scheduling services for the \$400 million Hyperion Full Secondary Program and the North Outfall Replacement Sewer as a part of a 10-year program. The North Outfall Replacement Sewer is an 8-mile-long, 300 mgd gravity sewer terminating at the Hyperion plant. The North Outfall Replacement Sewer is an 8-mile-long, 300 mgd gravity sewer terminating at the Hyperion plant. Our scope included consulting on the scheduling the work of contractors during the construction of the sewer upgrades, tunneling and various equipment installations and structures, cost estimating, construction methods consulting, and claims mitigation. Treatment plant components included sedimentation tanks, odor control facilities, sewer relocation, headworks, pumping stations and a technical support facility. The four structures were a 40,000 sf main warehouse, a 4,000 sf warehouse for flammable material, an 80,000 sf food service facility, and a multilevel parking structure for 600 vehicles and 120 plant trucks.

We bring our lessons learned from over two decades of providing professional engineering and CM services from other CA Agencies and throughout the nation.

We will apply around the clock response, effective day-to-day communication and deliver an accelerated schedule.



4.2.3 Exceptions to the RFP

HDR has reviewed and understands the Districts’ standard professional services agreement. HDR respectfully proposes the following modifications to the Districts’ standard professional services agreement. We propose deleting the strikethrough language highlighted in yellow and adding/revising the language **bolded in red**. We are available to discuss any of the requested changes with you.

No.	Section Title	Recommendations to Agreement
1.1.5	Functions of the District	The District will furnish the Consultant with reports and other data pertinent to the Consultant’s duties. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of such reports and data, provided that Consultant shall provide District prompt written notice of any known defects in the reports and data.
1.2.2	Standard Procedure	On a monthly basis, the Consultant shall submit an application for payment, along with backup information requested by the District, in a format defined by the District. The backup information will include a detailed breakdown of work hours and construction project, along with the cost and a description of all other reimbursable expenses incurred. Any reimbursable expenses must be documented with receipts and invoices. District shall pay all undisputed amounts within thirty (30) days following receipt of Consultant's invoice.
1.4	Termination	The District will have the right to terminate the Agreement with or without cause following the District’s written notice to the Consultant of the District’s election to terminate, provided that District will not terminate for cause without providing Consultant written notice of the breach and a period of seven (7) days to cure. The Consultant shall suspend Work immediately after receiving a notice of termination from the District, and the Consultant shall submit an invoice to the District for any balance due the Consultant for the performance of the Work through the date of its receipt of the District’s termination notice. The Consultant shall, within three days after receiving the termination notice, return to the District all materials associated with the Work. The Consultant will not be entitled to payment for any outstanding balance due until it returns all Work-related materials to the District.

1.5	Insurance	<p>The Consultant shall secure and maintain until the completion of the Work such insurance as will protect it and the District in such a manner and at such amounts as set forth below. The premiums for said insurance coverage shall be paid by the Consultant.</p> <p>The Consultant shall furnish to the District certificates of insurance and endorsements verifying the insurance coverage as required by this Agreement no later than seven (7) calendar days after Consultant executes this Agreement. The District reserves the right to require Consultant to provide the District with complete and accurate redacted copies of all insurance policies required under this Agreement.</p> <p>The insurance policies certified for compliance with this Agreement shall include the following provisions or have them incorporated by endorsements:</p> <p>Coverage provided by the Consultant’s policies shall be primary coverage, with the exception of Professional Liability and Workers’ Compensation. The District shall receive thirty (30) days prior written notice of a policy cancellation or reduction in coverage material change.</p> <p>The Consultant shall provide insurance coverage through insurers that meet the following terms:</p>
1.6	Ownership of Documents	All reports as well as all schedules, drawings, specifications, electronic files, plans, studies, memoranda, presentation aids, and other documents assembled or prepared by the Consultant, or furnished to the Consultant in connection with the Work are the property of the District. Any modification or reuse of such documents for purposes other than those intended by this Agreement shall be at District's sole risk and without liability to Consultant. The Consultant shall not make copies of said documents or files available to any individual or organization without the prior written consent of the District. Any preliminary or working drafts, electronic files, notes, or inter-agency or intra-agency memoranda which are not expected to be retained by the Consultant or District in the ordinary course of business will be exempt from disclosure to any public entity under provisions of the Public Records Act.
1.13	Construction Procedures	Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of the contractor or other parties on the project.

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4.3

**Individual
Qualification
Information**



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4.3 A Team Built for Success

When looking for a consultant team to trust with your on-call projects, we understand you have to balance a firm's expertise with their ability to be responsive to your needs in a timely manner. Task order based contracts require quick and efficient response from a team of professionals ready and able to execute the task at hand. HDR's team comprises of a core group of key personnel to provide you with the best assistance and construction support for your projects. The robust size of our team allows us to have experienced staff available for any task required.

Our contract manager, **Ron Perkins**, will work closely with Districts staff, providing you with the right resources to meet your needs on a case-by-case basis. Additionally, HDR maintains a list of experienced, local construction inspectors. Ron will be responsible for identifying needs, scoping new tasks, maintaining budgets and schedules, allocating staff, setting up and closing out task orders, gaining feedback, and reporting information to the Districts Project Manager. Ron is your single point-of-contact for assuring that the specific needs of the Districts PMs, staff, and management team are met for each project.

Our Project Organization Chart depicts our deep bench of professional staff available to work with you. Our diverse and proficient abilities provide the Districts with staff augmentation and separate task functions. All requested roles and responsibilities and as-needed services from the RFP can be provided by our proposed staffing. Resumes for all key staff and additional staff resources are provided in the Appendix. Our team members are eager to begin work and commit their availability to the Districts for the duration of the contract.

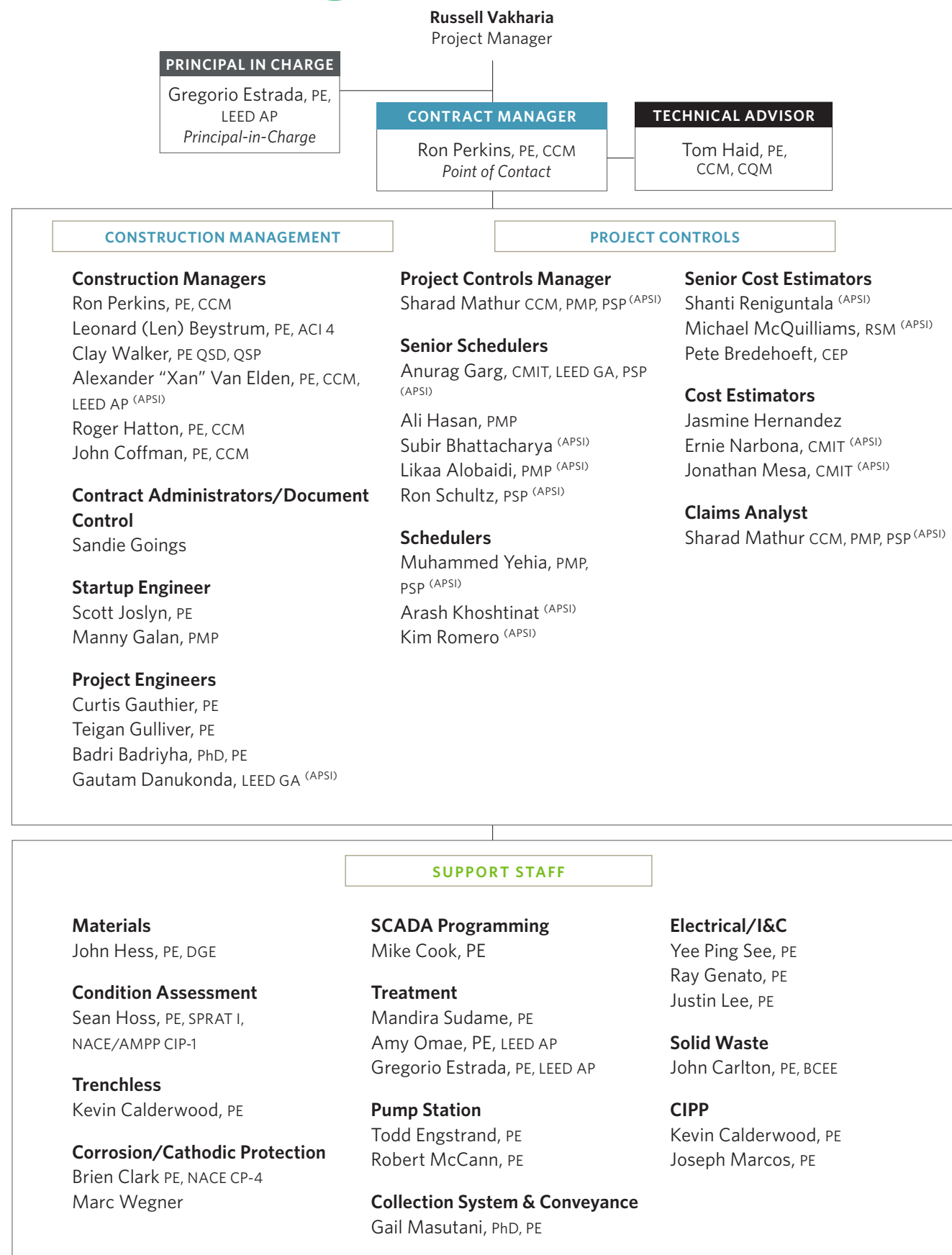
4.3 RFP REQUIREMENT:

- 4.3 Provide the qualifications of least three (3) people in each job category (Construction Manager, Project Scheduler and Project Estimator). Provide at least two (2) professional references for each person, preferably from a public sector client who they have performed work for within the past three (3) years. ✓

As an employee-owned firm, HDR maintains one of the best employee retention rates in the industry at 91%. We pride ourselves in our ability to foster a culture that instills accountability at all levels of the organization. *The Districts will benefit from our commitment to excellent client service and project resources for this three-year contract.*

PROPOSAL CONTACT

NAME / TITLE	Ron Perkins, PE, CCM
ADDRESS	Contract Manager
PHONE	916.817.4847
EMAIL	Ron.Perkins@hdrinc.com



Key Individuals Providing Services in Accordance with Established Scope of Services




Key Staff	Education/ Professional Registration	Qualifications	References
 <p>Ron Perkins, PE, CCM ★ Contract and Construction Manager</p> <p>Ron Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ Bachelor Degree in Civil Engrg. or CM ✓ Knowledgeable of latest construction practices ✓ 5+ years of CM experience 	<ul style="list-style-type: none"> • MBA, Urban Land Development, California State University, Sacramento • BS, Civil Engineering, University of California, Davis • Professional Engineer, CA, No. CA44906 • Certified Construction Manager, No. 9921 	<p>Ron brings more than 35 years of experience successfully delivering water and wastewater construction projects, serving as a program manager, construction manager, resident engineer, design engineer, developer, and project coordinator. Construction programs/projects managed range from several thousand dollars to \$1.7 billion in value. His wide range of project experience has included master planning, design, bidding, and construction of bridges, rail and roadways, storm drainage and sewer pipelines, water and wastewater treatment plants, and water transmission mains.</p> <p>WHY RON? A seasoned construction manager, he will provide a balance of the strong guidance and sensitivity that your project requires. Ron has developed effective coalitions and successful results by working as part of core teams involving owners, program managers, regulators, other consultants, and designers. An effective leader with a motivational style, he has history of building highly productive construction management teams. He has successfully delivered highly-visible and environmentally-challenging construction programs with tight schedules and cost constraints.</p>	<ul style="list-style-type: none"> • Mike Crooks, Deputy Director Regional San Ops, EchoWater Advanced WW Treatment and Program Management Services, (916) 875-9416, CrooksM@sacsewer.com • Jim Wang, Project Construction Manager; SFPUC; (650) 239-5341; JWang@sflower.org
 <p>Sharad Mathur, CCM, PSP, PMP (APSI) ★ Project Controls Manager</p> <p>Sharad Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ Bachelor Degree in Civil Engrg. or CM ✓ Knowledgeable of latest construction practices ✓ 5+ years of CM experience 	<ul style="list-style-type: none"> • MS, Construction Management, Bradley University • BS, Civil Engineering, SLN College of Engineering • Certified Construction Manager, CMCI ID No. A1325 • Planning and Scheduling Professional, No. 474 • Project Management Professional, No. 243507 	<p>Sharad brings 30 years of experience in the management of project controls for complex projects. An expert in the application of P6 to new and ongoing projects, he combines expertise in the development of work breakdown structures, master schedules, budget controls, and implementation and training of online collaborative project management information system (PMIS) such as Unifier, eBuilder, and Procore.</p> <p>WHY SHARAD? Sharad's previous hand-on experience working with the Los Angeles County Sanitation Districts will provide zero learning curve to the upcoming contract. In addition, it will further enhance the quality assurance of the Project Controls Services.</p> <ul style="list-style-type: none"> • Sanitation Districts of Los Angeles County, Puente Hills Material Recovery Facility • Sanitation Districts of Los Angeles County, On-Call Project Controls Services • Various Utilities, Infrastructure Projects 	<ul style="list-style-type: none"> • Daniel Carney, Senior Project Manager, LACDPW, (508) 361-5986, HKlein@dpw.lacounty.gov • Sajeev Madhavan, Project Director II; CDCR; (916) 879-2681; Sajeev.Madhavan@cocr.ca.gov

★ - has worked with the Districts before



Our qualified CM team will be your **"eyes and ears"** to maximize your investments and manage your Job Order Contracts and Program properly.

Key Staff	Education/ Professional Registration	Qualifications	References
 <p>Len Beystrom, PE, ACI 4 Construction Manager</p> <p>Len Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ Bachelor Degree in Civil Engrg. or CM ✓ Knowledgeable of latest construction practices ✓ 5+ years of CM experience 	<ul style="list-style-type: none"> • BS, Civil Engineering, University of California, Berkeley • Professional Engineer, Civil, CA, No. 27699 • Professional Engineer, Civil, WA, No. 26455 	<p>Len Beystrom has 47 years of construction experience with both engineering/construction management consultants and with heavy construction contractors.</p> <p>WHY LEN? He has performed key roles on complex, phased projects in urban areas, requiring effective communications and coordination with multiple stakeholders, including agencies and local governments, designers, contractors, private and public utility companies, businesses, home owners, schools, and community organizations.</p> <ul style="list-style-type: none"> • Caltrans District 4, On-Call Services Contract • Riverside County Transportation Commission (RCTC) Perris Valley Line Commuter Rail Extension 	<ul style="list-style-type: none"> • Kevin Booker, P.E., Deputy Chief Engineer, Sonoma Water, (707) 521-1865, Kevin. Booker@scwa.ca.gov • Connie Fremier, PE, President, Fremier Enterprises, Inc., (415) 565-1650, Connie. Fremier@gmail.com
 <p>Alexander "Xan" Van Elden, PE, CCM, LEED AP (APSD) Construction Manager</p> <p>Xan Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ Bachelor Degree in Civil Engrg. or CM ✓ Knowledgeable of latest construction practices ✓ 5+ years of CM experience 	<ul style="list-style-type: none"> • BS, Civil Engineering, Arizona State University, Tempe • Professional Engineer, CA, No. 71696 • Certified Construction Manager, No. 17345 • LEED Accredited Professional 	<p>Xan brings 25 years of experience in the construction and design fields in both public and private sector projects, which includes construction of utilities such as sewer line repair/replacement, pumping stations, storm water collections and other associated related civil/flat work, construction of new buildings, tenant improvements and public works projects.</p> <p>WHY XAN? With his engineering background and construction management experience, Xan has an exceptional approach for quality control with a thorough understanding of contract document requirements. Xan follows every step of the quality process including submittal reviews and compliance, verification that material deliveries match the submittals, and field installation that meets the design details.</p>	<ul style="list-style-type: none"> • Mary Opel, PE, Director Facilities Planning; South Orange County Community College District; D: (949) 348-6021; M: (949) 433-5045; mopel@socccd.edu • Kory Swanson, Construction Services Branch Chief, GSA; (619) 557-5202; Kory.Swanson@gsa.gov

Key Staff	Education/ Professional Registration	Qualifications	References
 <p>Clay Walker, PE, QSD, QSP Construction Manager</p> <p>Clay Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ Bachelor Degree in Civil Engrg. or CM ✓ Knowledgeable of latest construction practices ✓ 5+ years of CM experience 	<ul style="list-style-type: none"> • BS, Civil Engineering, California State University, Sacramento • Professional Engineer - Civil, CA No. 59859 • Qualified SWPPP Developer (QSD/QSP), No. 21663 	<p>Clay is a professional civil engineer with 23 years of transportation and environmental experience including management of project design and construction inspection staff, providing technical guidance, and representing owners throughout project delivery processes.</p> <p>WHY CLAY? Clay's construction experience will assist the team with verifying that the contractor complies with all contract requirements. During his career, he has been very successful with assisting construction teams with expert advice, working through issues with stakeholders, verifying quality assurance requirements are met, keeping records of the work and quantities, developing budgeting and scheduling reports for documentation of actual work progress, providing guidance to inspection staff, responding to RFIs, and developing highly detailed final project records.</p>	<ul style="list-style-type: none"> • John Hong, PE, Senior Resident Engineer, Caltrans; 949-279-8741; john.hong@dot.ca.gov • James Yii, Senior Transportation Engineer, Caltrans, 657-328-6524; james_yii@dot.ca.gov
 <p>John Coffman, PE, CCM Construction Manager</p> <p>John Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ Bachelor Degree in Civil Engrg. or CM ✓ Knowledgeable of latest construction practices ✓ 5+ years of CM experience 	<ul style="list-style-type: none"> • BS, Civil Engineering, California Polytechnic State University, San Luis Obispo • Professional Engineer - Civil, CA No. C60754 • Certified Construction Manager, No. 7219 	<p>John has over 26 years of civil engineering design, project management and construction management experience serving municipal, special purpose districts, and private sector water and wastewater clients. His projects have encompassed design and construction management services for small and large-diameter potable water pipelines, reservoirs and pump station construction, site civil for new water and wastewater treatment plants, harbor expansion, storm drain, channel, detention basin and road construction. John has extensive experience with permit coordination, bid document preparation, and engineering services during construction.</p> <p>WHY JOHN? With a strong background in construction, John brings a unique perspective in preparing construction documents that incorporate construction management experience, which results in plans that are concise and constructible.</p>	<ul style="list-style-type: none"> • Robert Richardson, Senior Engineer, United Water Conservation District; 805.525.4431, RobertR@unitedwater.org • John Ilasin, Public Works Director, City of Carpinteria, (805) 880-3402, JohnI@carpinteriaca.gov
 <p>Anurag Garg, CMIT, LEED GA, PSP (APSD) Senior Project Scheduler</p> <p>Anurag Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ 5+ years experience with Primavera P6 ✓ Knowledgeable of CPM scheduling and related principles 	<ul style="list-style-type: none"> • MS, Civil Engineering, Michigan Technological University • BS, Civil Engineering, Savitribai Phule Pune University • CMIT Construction Manager in Training • LEED Green Associate, No. 11089441 • Planning and Scheduling Professional, No. 02108 	<p>Anurag has ten years of experience in the construction industry, including productivity analysis, scheduling, on-site project monitoring, site inspection, productivity analysis, estimation, quality control, dispute resolution, and evaluation of latent design. Additionally, he has spent significant time on project sites observing contractor progress as a field engineer and Owner's Advisor.</p> <p>WHY ANURAG? As a scheduler, Anurag has experience creating pre-bid schedules; developing projection schedules of ongoing projects to provide an estimated completion date; evaluating and performing forensic schedule claim analyses, and; reviewing baseline and monthly schedule updates.</p>	<ul style="list-style-type: none"> • Raymond Chua, Senior Civil Engineer, Port of Long Beach; (562) 238-7253, Raymond.Chua@polb.com • Michael Reis, Construction Manager, CSU Stanislaus; (209) 667-3417; MReis@csustan.edu



Key Staff	Education/ Professional Registration	Qualifications	References
 <p>Ali Hasan, PMP Senior Project Scheduler</p> <p>Ali Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ 5+ years experience with Primavera P6 ✓ Knowledgeable of CPM scheduling and related principles 	<ul style="list-style-type: none"> • MS, Civil Engineering, Oklahoma State University • BS, Civil Engineering, NED University of Engineering and Technology • Project Management Professional, No. 1468774 	<p>Ali has more than 38 years of comprehensive experience in all aspects of office, financial and people management, and project controls, including supervision and development of cost controls, scheduling, resource allocation, document management, contract administration, and budget/cost reporting.</p> <p>WHY ALI? Ali is involved in setting up large water, wastewater and transportation projects. This includes looking at all aspects of project delivery, coordinating with subconsultants, agencies, and other stakeholders, and setting up the project delivery mechanism; so that projects are run efficiently and successfully from the conceptual phase to final delivery.</p>	<ul style="list-style-type: none"> • Tess Feliciano, Management Assistant, SFPUC & County of SF Commission; (650) 608-5290; Tfeliciano@sflower.org • Jim Wang, Project Construction Manager, SFPUC & County of SF Commission; (650) 532-1837; jwang@sflower.org
 <p>Subir Bhattacharya (APSI) Senior Project Scheduler</p> <p>Subir Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ 5+ years experience with Primavera P6 ✓ Knowledgeable of CPM scheduling and related principles 	<ul style="list-style-type: none"> • BE, Mechanical Engineering, Tripura University 	<p>Subir has 20 years of extensive professional experience in scheduling, project controls, cost control, and planning. He has been responsible for stakeholder liaison, and program level reporting on large programs and is a strong communicator with great leadership abilities. He led, managed, mentored, trained and supervised a team of schedulers and cost engineers. He has been responsible for budgets, performance reviews, and daily site management functions. Subir develops project level schedules, milestone summary schedules, cash flow reports, cost reports, progress calculations, progress reporting and status of deliverables, earned value analysis, and S-curves.</p> <p>WHY SUBIR? Subir's diverse experience includes design phase project controls, procurement, and construction support for projects with various delivery methods such as design-bid-build, CMAR, and EPC. He understands that each project has its own unique project controls and scheduling needs, and works with client staff to achieve consensus and provide expert support.</p>	<ul style="list-style-type: none"> • Daniel Carney, Senior Project Manager, AECOM; (508) 361-5986, Daniel.Carney@aecom.com • Chetan Agarwal, Director - Capital Programs; Jacobs, (405) 714-2806, Chetan.Agarwal@jacobs.com
 <p>Muhammed Yehia, PMP, PSP (APSI) ★ Project Scheduler</p> <p>Muhammed Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ 5+ years experience with Primavera P6 ✓ Knowledgeable of CPM scheduling and related principles 	<ul style="list-style-type: none"> • BS, Architectural Engineering, Cairo University • Project Management Professional No. 2802252 • Project Scheduling Professional, No. 2873718 	<p>Muhammed brings 14 years of in-depth experience in scheduling, delay analysis, claims, budgeting, cost control, program/project management, project controls, and coordination for multi-phase, multi-discipline projects including infrastructure, industrial, commercial, administration buildings, and higher education projects.</p> <p>WHY MUHAMMED? Muhammed is providing scheduling services on the Valencia AWTF project for LASAN. He is currently working as Senior Scheduler with the Districts providing shadow schedule for ongoing projects to successfully help mitigate schedule impacts. He is responsible for reviewing monthly schedule updates submitted by the contractor as well as creating shadow schedule updates for independent progress monitoring by incorporating delaying events from project correspondence and collecting actual progress on weekly basis.</p>	<ul style="list-style-type: none"> • Irene Chang, Resident Engineer, LACSD; (310) 710-1663, IChang@lacsds.org • Norman Ho, Resident Engineer, LACSD, (626) 646-9017, NormanHo@lacsds.org

Key Staff	Education/ Professional Registration	Qualifications	References
 <p>Shanti Reniguntala (APSI) Senior Cost Estimator</p> <p>Shanti Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ 5+ years experience preparing & reviewing cost estimates ✓ Experienced with Sage/Timberline 	<ul style="list-style-type: none"> • MS, Construction Project Management & Engineering, Oklahoma State University, Stillwater • BS, Civil Engineering, Osmania University 	<p>Shanti is an innovative, results oriented, project controls specialist with 12 years of experience creating and managing estimates for complex and diverse construction projects. Shanti's experience is complimented with hands-on experience utilizing estimating tools such as Bluebeam, Timberline, HCSS Heavy Bid Estimating, Adobe PDF, Quick Measure, and Microsoft Excel.</p> <p>WHY SHANTI? Shanti is proficient and experienced in reviewing project plans and specifications, understanding scopes of work, and preparing statements of work essential in preparing detailed conceptual/schematic design development estimates, preliminary construction estimating, remedial grading estimates, full scope detailed construction estimates, value engineering estimating, preparation of bid packages estimates for bid evaluation, solicitation and negotiation.</p>	<ul style="list-style-type: none"> • Patrick Wee, Healthcare Engineer, VA Central CA Health Care System, 559-352-7178, Patrick.We@va.gov • Robert Nolan, Managing Principal, JC Chang & Associates; 310-413-6440, RNolan@jccengineering.com
 <p>Michael McQuilliams, RSM (APSI) Senior Cost Estimator</p> <p>Michael Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ 5+ years experience preparing & reviewing cost estimates ✓ Experienced with Sage/Timberline 	<ul style="list-style-type: none"> • BS, Engineering Technology and Construction Management, California State Polytechnic University, Pomona • Registered Scrum Master, No. RSM-2027427 	<p>Michael has over 18 years of experience providing preconstruction and estimating services for the design and construction including healthcare, federal, state, commercial, education, residential and transportation projects. He has prepared budgets and coordinated project cost control professionals throughout California. His detailed estimates and quantity takeoffs have included architectural, civil, structural, mechanical, and electrical costs from conceptual through construction. Michael has provided estimates for change order negotiations with contractors and claims made for on-going construction.</p> <p>WHY MICHAEL? As a Registered Scrum Master (RSM), Michael has training in Lean Construction Methods, and Design-Build Institute of America classes. Michael is proficient in numerous software including the use of Bluebeam for takeoffs, and Microsoft Excel spreadsheet for custom estimating systems supporting general contractor responses to Requests for Proposals (RFP) and internal accounting transitions.</p>	<ul style="list-style-type: none"> • Mike Vitkovitch, Dir. of Preconstruction, Pankow Builders; D: 510.893.5170; mvitkovich@pankow.com • Mike Verrastro, Chief Estimator, Hensel Phelps; D: 949.852.0111; mverastro@henselphelps.com
 <p>Pete Bredehoeft, CEP ★ Senior Cost Estimator</p> <p>Pete Meets Your Qualifications!</p> <ul style="list-style-type: none"> ✓ 5+ years experience preparing & reviewing cost estimates ✓ Experienced with Sage/Timberline 	<ul style="list-style-type: none"> • BS, Construction Management, Ferris State University • Associate of Science, Civil Engineering Technician, Ferris State University • Associate of Science, Land Survey, Ferris State University • Certified Estimating Professional International 	<p>With 30 years of experience, Pete has completed more than 3,300 cost estimates on all levels, including program management, conceptual bonding type estimates, order of magnitude project estimates, design development estimates, construction document estimates, final design estimates, operations/maintenance estimates and change order-type definitive level estimates. He is an expert in the cost estimating process and procedures for programs.</p> <p>WHY PETE? Pete is a specialist in estimating location or area adjustment factors and in escalation development and commodity trends. He is proficient in a variety of leading construction industry software programs including Timberline, Revit, Assemble, Eos Navigator, Eos Cortex, Success by U.S. Cost, MC2, MCACES, MFW, MII, PACES, Composer Gold, CES, Primavera P6, Microsoft Project and SureTrak.</p>	<ul style="list-style-type: none"> • Larry Dysert; Conquest Consulting Group, L.P.; (971) 221-2101; LDysert@ccg-estimating.com • Mike MacKenzie, Black and Veatch, (913) 458-3714; mackenzieMA@BV.com



Providing a Resource Pool That Covers Any Conceivable Need

We have constructed a list of individuals for this On-Call Construction Management Services contract that will allow us to be responsive to any Construction Management staffing need that may arise.

With our greater capacity and depth of resources, our team has the ability to provide additional or replacement personnel in a timely manner.

Whether a project challenge is large or small, complicated or straightforward, **we have the depth of resources and expertise to help you achieve results.**

ADDITIONAL RESOURCES	BS DEGREE	REGISTRATION/ CERTIFICATIONS	CONSTRUCTION MANAGER	ESTIMATOR	SCHEDULER	ENGINEER	CONSTRUCTION ADMINISTRATION	CLAIMS ANALYST
Roger Hatton, CCM Years of Experience: 36								
Scott Joslyn, PE Years of Experience: 33								
Manny Galan, PMP Years of Experience: 15								
Curtis Gauthier, PE Years of Experience: 10								
Teigan Gulliver, PE Years of Experience: 14								
Badri Badriyha, PhD, PE Years of Experience: 46								
Gautam Danukonda, PE, LEED GA Years of Experience: 8								
Likaa Alobaidi, PMP Years of Experience: 18								
Ron Schultz, PSP Years of Experience: 30								
Arash Khoshtinat Years of Experience: 17								
Kim Romero Years of Experience: 25								
Ernie Narbona, CMIT Years of Experience: 6								
Jonathan Mesa, CMIT Years of Experience: 25								
Sandie Goings Years of Experience: 37								

4.4

Cost Information



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4.4 RFP REQUIREMENT:

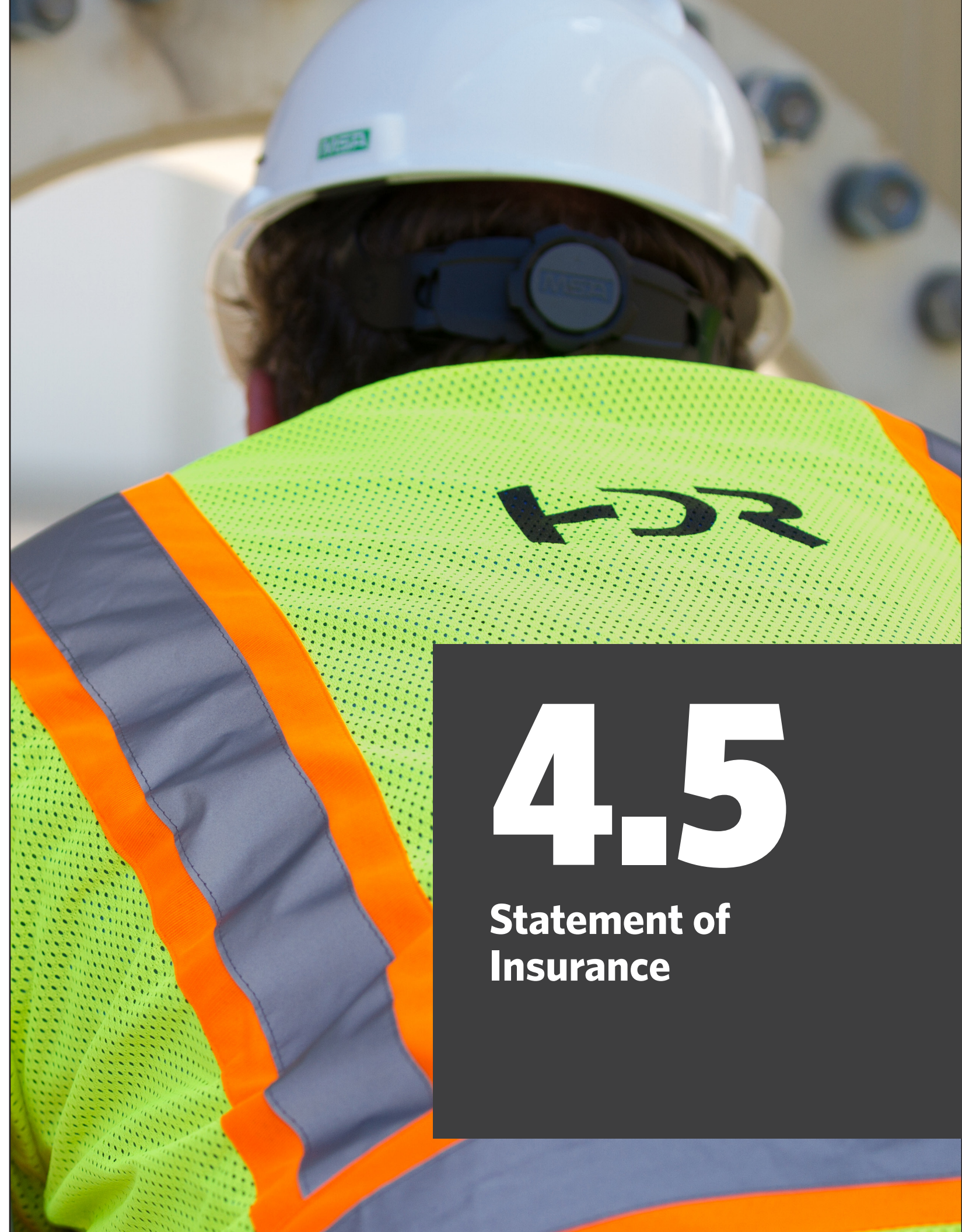
- **4.4** Provide the following information in a separate, sealed envelope. ✓
- **4.4.1** Hourly rates ✓
- **4.4.2** Indirect Reimbursables and Other Costs Not Covered by the Hourly Rate. ✓

4.4 Cost Information

Per the RFP, the Cost Information is included in a separate and sealed envelope on a USB drive.



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4.5

Statement of Insurance



4.5 Statement of Insurance

HDR has maintained professional liability insurance in force continually since 1958 for the protection of clients and us. HDR meets or is capable of the insurance requirements specified to the RFP. A sample of HDR's Certificate of Liability Insurance is below.

4.5 RFP REQUIREMENT:

- 4.5 The proposal shall include a statement that the Consultant meets or is capable of meeting the requirements specified in this RFP. ✓

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Page 1 of 1

DATE (MM/DD/YYYY)
05/09/2023

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Insurance Company	23035														
INSURER B: Ohio Casualty Insurance Company	24074														
INSURER C: Liberty Insurance Corporation	42404														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: W28942063 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR, W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		TB2-641-444950-033	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		A82-641-444950-043	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EOO(24) 57919363	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	NA7-640-444950-013	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER	CANCELLATION
Sample	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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 BR ID: 24107690 DATE: 2967386

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APP

**Appendix:
Key Staff Resumes**



Ron Perkins, PE, CCM

Contract Manager/Construction Manager

Ron has more than 35 years of experience successfully delivering water and wastewater construction projects, serving as a construction manager, resident engineer, design engineer, developer, and project coordinator. He has overseen construction management staff from both the owner's side (with more than 11 years serving public agencies) and as a consultant, and has successfully managed projects with a combined total of more than \$2.8 billion in construction cost. Construction projects range from several thousand dollars to \$420 million in value. His wide range of project experience has included master planning, design, bidding, and construction of bridges, rail and roadways, storm drainage and sewer pipelines, water and wastewater treatment plants, and water transmission mains.

EDUCATION

Master of Business Administration, Urban Land Development, California State University at Sacramento

Bachelor of Science, Civil Engineering, University of California, Davis

REGISTRATIONS

Professional Engineer – Civil, California No. CA44906

Certified Construction Manager No. 9921, Construction Management Association of America (CMAA)

INDUSTRY TENURE

37 years

FIRM

HDR

RELEVANT EXPERIENCE

Regional San, \$1.7 Billion Advanced Wastewater Treatment Program Management Services | Elk Grove, CA

Construction Management Program Manager responsible for providing program management services for construction projects to assist the district with compliance of their new waste discharge requirements for the 181 mgd Sacramento Regional Wastewater Treatment Plant. This \$1.7 billion program includes road improvements, building location, site preparation, main switchgear expansion, landfill clean closure, biological nutrient removal, carbonaceous oxidation tank conversion, flow equalization basin, filter influent pumping station, filtration complex, disinfection system, return activated sludge pumping, primary effluent pumping station, sidestream treatment, and facility decommissioning. Responsible for preparing the Program Construction Management Plan, and the construction management procedures. Also responsible for coordinating staff and subconsultants for the EchoWater project management office during construction.

San Francisco Public Utilities Commission (SFPUC), \$201 Million Crystal Springs/San Andreas Transmission System Upgrades | San Francisco, CA

Project Manager for construction management and inspection services for \$200,779,599 in improvements to increase the conveyance capacity of the raw water system, and provide increased reliability through seismic upgrades. The project included improvements to the 48- to 72-inch-diameter water transmission pipeline adjacent to the Sawyer Camp Trail, improvements to the outlet structures at Crystal Springs and San Andreas Reservoirs, and a new 180 mgd Crystal Springs Pumping Station. The project site stretched eight miles, which added an unusual complexity to the project simply because of logistics.

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RON PERKINS (CONTINUED)

San Francisco Public Utilities Commission (SFPUC), \$56 Million Crystal Springs Pipeline No. 2 Replacement | San Francisco, CA

Project Manager for award-winning construction management and inspection services for \$56,054,876 in improvements to the pipeline to improve its seismic reliability, which included 19 miles of 54- to 60-inch-diameter water transmission pipeline rehabilitation/replacement that traversed through multiple cities located in San Mateo and San Francisco counties, sliplining 3.5 miles of pipe, retrofitting the pipe bridge pier supports at two creek crossings, performing general maintenance on the pipe coating at five locations, upgrading and installing the cathodic protection system at nine sites, providing a new connection at the Crystal Springs Pumping Station, and providing a connecting segment with a blind flange for later connection to the New Crystal Springs Bypass Tunnel. An innovative public outreach program was implemented to accommodate community concerns and to maintain desired service levels among stakeholders and community. Project-specific construction management plan was prepared that engaged the contractor, construction management team, design engineer, and program management team.

Mountain House Community Services District, \$5.8 Million Raw Water Storage Tank Conversion and Distribution Flow Meter - Construction Inspection and Startup/Commissioning Support | Mountain House, CA

Principal-in-Charge for construction inspection and startup/commissioning services for both the raw water storage tank conversion and distribution flow meter projects. The raw water storage tank conversion included conversion of the existing raw water storage tank to a treated water storage tank and new interconnecting pipework. The distribution flow meter project included removing buried 36-inch-diameter pipe (between existing isolation valves) and installing new pipework, flowmeter, and flowmeter vault. Both projects are located at the Mountain House Water Treatment Plant.

San Luis Obispo County, \$64 Million Los Osos Wastewater Collection System Construction Management | San Luis Obispo, CA

Project Manager for CM services for \$64 million in improvements to resolve the septic system issues. The project was separated into three separate projects, two of which were constructed simultaneously. Improvements that were constructed include the following: (1) ~195,000 linear feet (LF) of gravity sewer mains ranging in size from 8 to 18 inches in diameter, 790 manholes, 4,700 laterals, and 28,000 LF of forcemain ranging in size from 2 to 12 inches in diameter; (2) six duplex and two triplex pumping stations ranging in flow capacity from approximately 120 gallons per minute (gpm) to 1,900 gpm, and seven standby power facilities ranging in size from 30 kilowatts (kW) to 300 kW; (3) 12 pocket pumping stations ranging in flow capacity from approximately 10 gpm to 25 gpm; (4) a new submersible pumping station with standby generator; (5) raw wastewater conveyance pipeline and appurtenances; (6) recycled water conveyance pipeline and appurtenances; (7) recycled water distribution mains and turn-outs; and (8) a leach field for disposal of recycled water from the water recycling facility.



Gregorio Estrada, PE, LEED AP

Principal in Charge/Treatment

Gregorio has extensive experience in the planning, design, construction, and management of wastewater, water, and stormwater projects throughout Southern California. He is an adept leader in wastewater treatment processes and has particular interest in advanced treatment solutions including: nutrient removal, filtration, membranes, and disinfection. He has successfully delivered large-scale projects in advanced treatment such as IRWD's \$167M Michelson Water Recycling Plant Biosolids and Energy Recovery Facilities as well as IRWD's \$87.5M Michelson Water Recycling Plant's MBR Facility. He is also highly-skilled in building group-consensus amongst key stakeholders with differing agendas, performing economic evaluations and risk assessments, and assisting in negotiations with regulatory agencies.

RELEVANT EXPERIENCE

City of San Mateo, Nutrient Removal and Wet Weather Flow Management Upgrade and Expansion | San Mateo, CA

Design Manager and Secondary Facilities Lead. Gregorio developed the conceptual planning buyout for a new membrane bioreactor (MBR) system for the 15.7 MGD wastewater treatment Plant. HDR provided schematic design, final design, and bid phase services for \$400 million in improvements to the San Mateo/Estero Municipal Improvement District Wastewater Treatment Plant, which included (1) electrical and standby power, including fuel systems to supply the standby power; The headworks facility includes: (1) an influent junction box/channel; (2) preliminary screens with sluiceway, and screenings washing/compacting equipment; (3) aerated grit removal tanks with grit pumps, blowers, and grit washing/dewatering equipment; (4) fine screens with sluiceway, and screenings washing/compacting equipment; (5) screening/grit handling building; and (6) new electrical building.

County of Los Angeles Department of Public Works, Malibu Mesa Water Reclamation Plant Refurbishment | Los Angeles, CA

Principal in Charge. HDR is providing project management support services for Malibu Mesa WWTP Rehab and Marina Del Rey PS Relocation in Malibu, CA. This task order project has a Preliminary Construction Cost Estimate \$16-24M and project components include staff augmentation, small wastewater treatment plant (200,000gpd) to produce recycled water for irrigation, new membrane bioreactor (MBR) for nitrogen removal, and new fine screens, MBR, and UV disinfection. Construction is sequenced in seven phases to keep the existing plant operational while constructing new treatment processes. HDR is also providing stakeholder coordination and permitting coordination support.

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, Stanford University

REGISTRATIONS

LEED Accredited Professional

Professional Engineer - Civil, California No. 67066

INDUSTRY TENURE

22 years

FIRM

HDR

GREGORIO ESTRADA (CONTINUED)

Irvine Ranch Water District, Replacement Planning Model Cost Assumption Update | Irvine, CA

Principal in Charge. IRWD has employed a Replacement Planning Model (RPM) to forecast long-term rehabilitation and replacement needs for water, sewage, and recycled water infrastructure. IRWD is in the final stages of a complete overhaul of the RPM tool and has updated the tool from a spreadsheet to a modern web-based application pro and has updated linear asset unit cost assumptions to improve the accuracy and level of confidence in pipeline rehabilitation and replacement forecast outputs. This project focused on updating treatment plant cost assumptions to increase accuracy and level of confidence in long-term forecasting by updating both asset value (or breakdown of asset value) and asset structure within the RPM.

Irvine Ranch Water District, \$167 Million Michelson Water Reclamation Plant Biosolids and Energy Recovery Facilities Construction Management Support | Irvine, CA

Project Manager. HDR was retained by Irvine Ranch Water District to provide construction management and engineering support services during the construction of the Michelson Water Recycling Plant Biosolids and Energy Recovery Facilities. HDR provided one on-site full-time inspector and one on-site full-time construction engineer for field support services.

Irvine Ranch Water District, Michelson Water Reclamation Plant Phase 2 Expansion | Irvine, CA

Assistant Project Manager during conceptual design, preliminary design, and final design phases, and resident engineer during construction of the award-winning \$87.5 million Phase 2 expansion of the Michelson Water Reclamation Plant to 33 mgd. Improvements included influent sewers, headworks, expansion of the primary sedimentation tanks, new primary effluent pumping station and flow control, modified flow equalization basins, secondary treatment expansion with membrane bioreactors (MBRs), new high-rate clarifier to treat filter backwash, effluent filtration, new ultraviolet (UV) disinfection system, reclaimed water pumping, modifications to chlorine contact basins, chemical feed systems, new pumping and other ancillary facilities, and electrical modifications.

Irvine Ranch Water District, Michelson Water Recycling Plant Tertiary Filters Improvements | Irvine, CA

Project Manager. IRWD contracted HDR to perform the preliminary and final design for the rehabilitation of the tertiary filtration system (originally constructed in 1978) and consists of the tertiary filters, backwash supply, spent backwash, air scour blower, and air compressor. An investigation into the poor performance of Filter No. 7 and a condition assessment of the concrete backwash supply and spent backwash tanks were also performed to better inform the extent of the rehab design and make modifications to potentially improve filter performance.



Tom Haid, PE, CCM, CQM

Technical Advisor

Tom Haid is HDR's technical leader for the delivery of construction services in the water wastewater and water resource markets. With over 36 years of experience, Tom is a nationally-recognized leader in project program and construction management who has delivered major projects and capital programs for both municipal clients and U.S. government agencies. Tom has a strong interest in personnel and staff development and helping organizations apply best practices. Some of his experience includes leading multi-billion dollar programs programs such as Orange County Sanitation District's 10-year \$2.3 billion wastewater treatment program, San Diego County Water Authority's \$416 million San Vicente Dam Raise.

EDUCATION

Master of Science, Civil Engineering, University of California, Berkeley

Bachelor of Science, Naval Architecture & Marine Engineering, University of Michigan, Ann Arbor

REGISTRATIONS

Certified Construction Manager (CCM), CMCI ID No. A1181

OSHA 10-Hour Construction Safety

Professional Engineer, Michigan No. 6201029324

Professional Engineer - Civil, California No. C59784

Construction Quality Management for Contractors

INDUSTRY TENURE

46 years

FIRM

HDR

RELEVANT EXPERIENCE

Regional San, Advanced Wastewater Treatment Program Management Services (EchoWater) | Elk Grove, CA

Constructability Reviewer. Conducted constructability review of the construction documents for the \$436M Biological Nutrient Removal (BNR) & Primary Effluent Pump Station (PEPS). After primary treatment at existing facilities, effluent will be discharged by the new 400MGD PEPS to a new, 8-basin BNR treatment facility, prior to being discharged into the existing Secondary Sedimentation Tanks.

San Francisco Public Utilities Commission, Southeast Treatment Plant Headworks Facility Project – Construction Management | San Francisco, CA

Project Manager. HDR provided construction management and inspection services for a new \$225 million headworks facility and odor control structure at the Southeast Treatment Plant, which will minimize odors, meet seismic standards to better protect the facilities from earthquakes, improve operational reliability and flexibility, increase efficiency of treatment processes and protect downstream equipment, and achieve the adopted Levels of Service goals for wastewater treatment. The project included modifications to the Bruce Flynn Pump Station and facilities inside the Southeast Treatment Plant, modifications to the existing underground combined sewer system in the vicinity of Rankin Street and Evans Avenue, shifting the four traffic lanes on Evans Avenue to establish a safe construction zone, demolition of the old headworks facility located on Evans Avenue, and construction of the new headworks facility.

Santa Clara Valley Water District, Rinconada Water Treatment Plant Construction Management | San Jose, CA

Technical Advisor. HDR provided construction management services for \$200 million in improvements to retrofit the Rinconada Water Treatment Plant, which included replacing approximately 80% of the existing plant process facilities, retrofitting chemical feed systems, upgrading plant power, and installing new backup generators. New facilities included raw water

TOM HAID (CONTINUED)

metering and flow controls, ozonation, flash mixing, flocculation, plate settler clarification, dual media filtration, washwater storage and handling, sludge drying basin improvements, and all associated plastic, stainless steel, and high-density polyethylene (HDPE) piping, including steel cement mortared lined and coated piping up to 84 inches diameter. Responsible for providing constructability reviews, pre-construction bidding support services, risk management, coordination of multiple construction contracts, maintaining plant operations and water production throughout each of the five construction phases, expediting startup/commissioning process, and monitoring O&M training.

Washington Suburban Sanitary Commission, Piscataway WWTP Bio-Energy Program Management | Accokeek, MD

Technical Advisor. HDR is managing the project delivery at the five plants, from procurement and management of alternative delivery teams to specialty equipment packages and construction contracts, through construction management. Work includes design of new screening, dewatering, and truck loading facilities at WSSC's other five WWTPs that will allow 70,000 tons of biosolids per year to be hauled to Piscataway WWTP.

City of Yankton, Water Treatment Plant Construction Administration Services Yankton, SD

Technical Advisor. Assisted in construction management services for This \$34M plant expansion incorporates additional space for water treatment operations, administration services, garage/shop functions, and public restrooms adjacent to the bike path that curves around the plant expansion and Missouri River. The water treatment function added four additional gravity filters, concrete break tank, two backwash tanks, backwash reclaim tanks, Reverse Osmosis (RO) system and chemical feed systems to produce 5 MGD of additional water for the City of Yankton. Other key components to the project included construction directly adjacent to the Missouri River and heavy vertical construction within one of the main parks for the City of Yankton. Additionally, this project includes installing 20-24" water main, Missouri River outfall piping, decommissioning of the existing plant #1 and roadway/infrastructure improvements.

South Florida Water Management District, C-44 Reservoir and Stormwater Treatment Area (STA) Project, Pump Station and STA Engineering During Construction | West Palm Beach, FL

Constructability Reviewer. Conducted constructability reviews of the construction documents for the major components of the C-44 Project including the \$200M Reservoir, the \$40M Pump Station and \$100M Stormwater Treatment Areas. With four remotely operated electric pumps, the 21,000-square-foot, three-story Pump Station will be able to deliver 1,100 cubic feet per second from the C-44 Canal into the new Reservoir. Capable of storing about 16 billion gallons of water, the 3,400-acre reservoir will feed the Stormwater Treatment Areas (STAs), which will include 32 miles of berms, 30 miles of canals and 56 concrete water control structures.



Leonard (Len) Beystum, PE, ACI 4

Construction Manager

Len's 49 years of construction experience include positions both with engineering and construction management consultants and with heavy construction contractors. His project experience includes water/wastewater, pump stations, rail and bridge, transit tunnel and stations, deep foundations, and airport construction. CM project assignments have included installation of new or modification of existing sewer, water, and storm drain systems, construction of treatment plants and pump stations, relocation and protection of underground utilities, and construction of rail and highway bridges and roadway paving. Len has served in key roles on complex, multi-phased projects in urban areas, requiring effective communication and coordination with multiple stakeholders, including agencies and local governments, designers, contractors, private and public utility companies, businesses, home owners, schools, and community organizations.

RELEVANT EXPERIENCE

Caltrans District 4, Hot Mix Asphalt, CIP Bridges, Retaining and Sound Walls and Electrical Modifications | Petaluma, CA

Assistant Resident Engineer. Len supported the District 4 Resident Engineer with contract administration tasks, including the following: reviewing and/or coordinating review of submittals and RFIs and preparing responses; reviewing inspectors' daily reports and quantity sheets; preparing monthly progress payment to contractor; reviewing time and material records and process for payment of extra work; preparing change orders, memorandum and backup documentation for approval; monitoring and coordinating reviews of contractor compliance with SWPPP, DBE, Equal Employment Opportunity (EEO) and other regulatory requirements; coordinating Caltrans survey staking and material testing/inspection; supporting inspection staff with updated drawings, RFI responses, submittal approvals, and change orders; preparing monthly reports; preparing weekly statement of working days; and performing miscellaneous tasks.

Caltrans District 4, On-Call Services, Highway 101 | Petaluma, CA

Assistant Resident Engineer. Len is responsible for tasks related to contract administration, in accordance with the Caltrans Construction Manual, on the \$27M HOV Lanes Project (Contract 4-21640N4) along five miles of Highway 101 in Marin and Sonoma County. Len's tasks include reviewing submittals; drafting letters for RE approval; drafting of change orders and memorandums, including memos for pre-approved by FHWA; updating log of approved change orders, maintaining drawing change log; processing request for information; reviewing inspector's daily reports and quantity sheets; preparing monthly pay estimates for contractor payments; coordinating, with Caltrans lab and survey team, material testing and survey staking services to meet contractor's schedule; maintaining material test

EDUCATION

Bachelor of Science, Civil Engineering, University of California, Berkeley

REGISTRATIONS

Professional Engineer - Civil, California No. 27699

Professional Engineer - Civil, Washington No. 26455

ACI 4 - Concrete Field Testing Technician - Grade I No. 939524

INDUSTRY TENURE

50 years

HDR TENURE

13 years

FIRM

HDR

LEONARD (LEN) BEYSTRUM (CONTINUED)

reports and logs of tests; reviewing baseline schedule and updates; maintaining files for SWPPP compliance and all other project requirements.

Caltrans, Task No. 59A1063 I-10 Express Lanes Design-Build Project Los Angeles, CA

Senior Structures Inspector. Len is providing quality assurance inspection for demolition and construction of structures along a 10-mile stretch of I-10. Len observes work and documents, in daily reports, construction progress and compliance with contract requirements and approved drawings and submittals, while coordinating with QC and material testing personnel. The \$670M multi-stage project will widen the existing I-10 freeway, between the Los Angeles/San Bernardino County line and I-15, to provide two tolled express lanes in each direction. The widening requires the complete demolition and replacement of eight bridges, partial demolition and modification of eight bridges, and demolition of several miles of retaining walls and replacement with soil nail or conventional type cast-in-place concrete retaining walls.

Caltrans District 8, On-Call Services, Replace I-15 Mainline and Ramp Pavement, Replace Concrete Bridge Barriers and Replace Bridge Joint Restrainers | Hesperia, CA

Structures Representative. Len reviewed demolition plans and falsework shop drawings, observed work in progress and inspect for compliance with contract requirements and authorized submittals; prepared daily, weekly and bi-monthly reports; documented work progress with photos; participated in weekly and pre-activity meetings; coordinated work with Union Pacific Railroad and verify Contractor's compliance with UPPR rules; calculated quantities for payment; coordinated with inspection and material testing personnel, as needed; general construction management tasks in support of the Resident Engineer.

North County Transit District (NCTD), \$30M Bridge Replacement Program On-Call | San Diego, CA

Constructability Reviewer. Len was responsible for reviewing plans and specifications for a variety of projects and specific detail issues for constructability, working with designers to reduce conflicts between design plans and field conditions. HDR provided NCTD with preliminary engineering and environmental permitting assistance to replace/repair several bridges on the San Diego Northern Railway.

Orange County Transportation Authority, Santa Ana/Garden Grove Fixed Guideway (OC Streetcar) Program Management Consultant (PMC) Services | Orange County, CA

Task Lead. The OC Streetcar will close a transit gap between Santa Ana and Garden Grove. The 4.1-mile line completes a contiguous transit system through OC, creating vital connections to employment, healthcare and recreation. With plans to connect directly to 18 OCTA bus routes, the streetcar will give users access to high-quality, low-cost transportation that complements existing travel infrastructure.



Clay Walker, PE, QSD, QSP
Construction Manager

Clay is a professional civil engineer with transportation and environmental experience including management of project design and construction inspection staff, providing technical guidance, and representing owners throughout project delivery processes. He has performed construction inspections on roadway and structures, managed CM staffs as a Resident Engineer, and is currently a Project Manager in HDR's construction division. His construction experience includes delivery of construction on freeway widening/grade separation projects/bridge rehabilitation; SWPPP compliance and environmental permitting; providing clients with engineering expertise and construction contract experience; and assisting municipalities, local agencies, and commissions to comply with local, state, and federal government laws, regulations, and standards.

EDUCATION

Bachelor of Science, Civil Engineering, California State University, Sacramento

REGISTRATIONS

Professional Engineer, California No. C59859

Qualified SWPPP Developer (CA) CGP, California, No. 21663

QSP (Qualified SWPPP Practitioner (QSP)

INDUSTRY TENURE

26 years

FIRM

HDR

RELEVANT EXPERIENCE

County of Orange, Orange County Public Works On-Call Construction Management Services | Orange, CA

Task Manager. HDR provided on-call construction engineering and inspection services for Orange County Public Works. Our engineers and inspectors have assisted the County's Construction Division staff in delivering several successful job order contracts involving maintenance and repairs to bridges, streets, and infrastructure located in unincorporated areas across Orange County.

Orange County Public Works (OCPW), On-Call Construction Management Services, Streets & Bridges with the County's Unincorporated Areas Adjacent to the Cities of Anaheim, Lake Forest, and Huntington Beach | Orange, CA

Task Manager. Clay managed several bridge deck rehabilitation projects with HDR's inspection staff. HDR assisted the Orange County construction division with assessing repairs required for bridge decks and inspecting operations for polyester overlays, and methacrylate sealing. His duties included conducting pre-construction meetings with Contractors, review of site-specific work plans, documenting work for progress payments, review of quality assurance testing results, monitoring air emissions, noise levels, and other environmental requirements, and providing daily reports.

Orange County Transportation Authority, I-5 Widening Segment 2 - Oso Parkway to Alicia Parkway | Orange, CA

Resident Engineer. Clay is leading HDR's CM team and assisting OCTA's project manager while working closely with the Caltrans senior resident engineer and structures representative managing project construction activities. His duties include managing consultant inspectors and office personnel; developing progress payments; creating CCOs; writing responses to notices of potential claims; drafting dispute resolution board papers and

CLAY WALKER (CONTINUED)

monthly Caltrans-OCTA construction strategy CST team meetings reports; analyzing material test results, survey layouts, and submittal reviews; and coordinating lane closures with Caltrans District 12 traffic management center. He also leads the efforts for construction staking/materials testing with HDR construction support team members.

Caltrans/City of Elk Grove, \$35M Sac-99 Improvements | Elk Grove, CA Construction Manager. Clay managed construction for the state's interests while working with the City's team of construction administration and inspection staff. Typical duties included providing construction engineering expertise, monitoring compliance with environmental permit requirements, participation in a project value analysis study, providing SWPPP compliance support, and project CPM scheduling analysis. This Sheldon Road interchange upgrade project consisted of replacing an existing two-lane overcrossing with an eight-lane crossing.

Caltrans/City of Sacramento, \$13M Sac-5 and Arena Interchange Project Sacramento, CA Resident Engineer. Clay managed the construction for the state's interests while working with a team of local agency's construction administration and inspection staff. Typical duties included ensuring construction operations complied with requirements for public safety and convenience, coordinating project acceptance with Caltrans maintenance, environmental, traffic, and electrical divisions, and assisting the project team with environmental permit closeout processes with stakeholder agencies.

Orange County Transportation Authority, Sand Canyon Avenue Railroad Grade Separation | Irvine, CA Resident Engineer. Clay is responsible for all contact change orders, contractor meetings, determination on field issues, claims resolution and oversight of progress payments, and contract administration.

Orange County Transportation Authority, SR-57 Northbound Widening Construction Management | Anaheim, CA Lead Construction Inspector/Resident Engineer. Clay provided OCTA with construction engineering and inspection services for highway and bridge construction along the northbound SR 57. He was responsible for assisting the construction team with writing change orders, managing the CPM schedule, coordinating project inspection needs with Caltrans and field staff, and assisting with field and contract dispute issue resolution. He supported Caltrans' Resident Engineer and field staff with various issues including acceptability of materials and workmanship; preparation of change orders; review and acceptance of the monthly CPM from the contractor; and preparing correspondence and interfacing with the contractor, Caltrans District Office staff, and HQ. Yorba Linda Boulevard and Lambert Road.



Roger Hatton, PE, CCM
Construction Manager

Roger is an accomplished project manager/construction manager, with more than 34 years of experience in the construction industry. He has demonstrated success in the areas of program, design, and construction management. He has extensive experience in design/build, general contracting, and owner's representative in water and wastewater.

Roger is a former general contractor, so he is well-versed in how buildings, pipelines, pumping stations, water storage tanks, and wastewater treatment facilities are built.

EDUCATION

Master of Business Administration, Finance and Investment, Rollins College

Bachelor of Science, Civil Engineering, Southern Illinois University, Edwardsville

REGISTRATIONS

Professional Engineer - Civil and Environmental, Florida, No. PE62458

Certified Construction Manager (CCM), Delaware, CMCI ID No. 583

INDUSTRY TENURE

34 years

FIRM

HDR

RELEVANT EXPERIENCE

City of San Jose, \$8.5 Million Advanced Treatment Facilities Control and Meter Replacement - Phase 2 - Construction Management Services Task Order | San Jose, CA

Construction Manager for Phase 2 replacement and/or upgrades to the control equipment in the secondary tanks, nitrification battery A areas, and east primary and filter areas of San José-Santa Clara Regional Wastewater Facility to improve operational efficiency, which included piping, valves, actuators, piping supports, flowmeters, density meters, turbidity meters, chlorine Analyzers, pH analyzers, sulfide ion analyzers, electrical work, and coatings.

City of Santa Cruz, Program Management Services for Water Department Construction Management Related Services | Santa Cruz, CA

Construction Program Manager. Roger provided construction management and inspection and facility startup and testing services for the following projects:

- Coast Pumping Station 20-inch Raw Water Pipeline Replacement
- Graham Hill Water Treatment Plant Tube Settlers Replacement
- Graham Hill Water Treatment Plant Flocculator Rehabilitation/Replacement
- Graham Hill Water Treatment Plant Concrete Tanks
- University Tank No. 5 Replacement

Central Contra Costa Sanitary District, Construction Inspection On-Call Services | Martinez, CA

Project Manager. HDR provided structural, mechanical, electrical, instrumentation, and controls inspection services for upgrades to existing and new influent pumping station pumps, motors, and related auxiliary facilities.

City of San Mateo, Nutrient Removal and Wet Weather Flow Management Upgrade and Expansion | San Mateo, CA

Division 1 Specifications. Roger provided review and revision of the Division 1 specifications for \$400 million in improvements to the wastewater treatment plant. HDR provided schematic design, final design, and bid phase services.

ROGER HATTON (CONTINUED)

Santa Clara Valley Water District, Rinconada Water Treatment Plant Construction Management | Santa Clara, CA

Project Manager. HDR provided CM services for \$200 million in improvements to retrofit the Rinconada Water Treatment Plant, which included replacing approximately 80% of the existing plant process facilities, retrofitting chemical feed systems, upgrading plant power, and installing new backup generators. New facilities included raw water metering and flow controls, ozonation, flash mixing, flocculation, plate settler clarification, dual media filtration, washwater storage and handling, sludge drying basin improvements, and all associated plastic, stainless steel, and high-density polyethylene (HDPE) piping, including steel cement mortared lined and coated piping up to 84 inches diameter. Responsible for providing constructability reviews, pre-construction bidding support services, risk management, coordination of multiple construction contracts, maintaining plant operations and water production throughout each of the five construction phases, expediting startup/commissioning process, and monitoring O&M training.

City of Bakersfield, \$210 Million Bakersfield Wastewater Plant Bakersfield, CA

Project Manager. Provided constructability review and construction management for \$210 million in improvements to expand the wastewater treatment plant from 16 to 32 mgd. Improvements included a headworks building with approximately 250LF of 48-inch diameter sewer bypass system around the headworks and mechanical bar screens, grit removal and screening compactors, an intermediate pumping station, eight activated sludge aeration basins, and a new blower building to provide air for the aeration basins.

City of San Diego, \$30 Million Point Loma Wastewater Treatment Plant Grit Processing Improvements | San Diego, CA

Task Lead. Provided constructability review and construction management for \$30 million in grit processing improvements to the 30 mgd Point Loma Wastewater Treatment Plant. The major components in the project included reconstruction of the south grit tanks and its adjacent pump gallery. Improvements to the reconstructed South Grit tanks included widening and deepening the channels and relocating the tank influent and effluent ports, increasing the slope of the tanks. Improvements to the new headworks building included new grit storage and loading facility that replaced the existing cyclone grit separators with the newer technology of teacups and snail grit classifiers.



John Coffman, PE, CCM
Construction Manager

John Coffman is a Professional Engineer and Certified Construction Manager with 27 years of civil engineering design, project management and construction management experience serving municipal, special purpose districts, and private sector water and wastewater clients. His projects have encompassed design and construction management services for small and large-diameter potable water pipelines, reservoirs and pump station construction, site civil for new water and wastewater treatment plants, harbor expansion, storm drain, channel, detention basin and road construction. John has extensive experience with permit coordination, bid document preparation, and engineering services during construction. With a strong background in construction, he brings a unique perspective in preparing construction documents that incorporate CM experience resulting in plans that are concise and constructible.

EDUCATION

Bachelors, Civil Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATIONS

Certified Construction Manager (CCM), California, No. 7219
Professional Engineer, Civil, California No. C60754

INDUSTRY TENURE

28 years

FIRM

HDR

RELEVANT EXPERIENCE

United Water Conservation District, Iron and Manganese Water Treatment Plant Expansion | Oxnard, CA

Project Manager. HDR served as a third-party Construction Manager on the Iron and Manganese Treatment Plant expansion project. The project will remove iron and manganese to meet secondary treatment regulations. The project is a \$10M expansion of an existing water treatment plant constructed in the late 1950s. Other aspects of the project included providing an array of full CM services for the district including: special inspections, building inspections, managing RFI's, change orders, conducting progress meetings, providing startup up and testing for the new facility.

City of Ventura, Ocean Outfall Pump Station | Ventura, CA

Project Manager. The ocean outfall and corresponding pump station will deliver a combination of reverse osmosis concentrate and tertiary treated disinfected effluent safely to the ocean. This project will include engineering services related to the pump station that will discharge to the ocean outfall. The pump station will have the capacity to discharge a maximum of 14 million gallons per day (MGD) of tertiary treated effluent from the Ventura Water Reclamation Facility (VWRF) during peak wet weather events which assumes the AWPf is offline resulting in no additional RO concentrate. Under normal conditions, the proposed pump station and subsequent outfall pipelines will convey 0.6 to 1.2 MGD of RO concentrate safely to the ocean. Additionally, HDR is preparing construction documents for Lot 10A, which will create temporary dry dock and day use boat storage facility to house boats that will be displaced by this project.

Eastern Municipal Water District, Diaz Road Sewer Modifications Temecula, CA

Project Manager. HDR prepared preliminary design services for Eastern Municipal Water District's (District) Diaz Road sewer collection system and are nearing completion of final design services for the project. As a part of this project, HDR prepared construction drawings that included construction of 1,400

JOHN COFFMAN (CONTINUED)

LF of a new 15-inch gravity sewer extending from the existing Diaz Road Lift Station, to 200 feet north of Rancho Way. The sewer will accept flow diverted from Rancho Water California District's Winchester Park Lift Station, which is scheduled to be decommissioned when the new Diaz Sewer is online and can divert flows.

Cachuma Operation & Maintenance Board, Task: San Jose Creek Stream Protection | Santa Barbara, CA

Senior Project Engineer. HDR was retained to evaluate viable alternatives for protecting the South Coast Conduit water conveyance pipeline where it crosses San Jose Creek. HDR evaluated alternatives that protected the water supply, while providing fish passage and meeting FEMA floodplain requirements. After selecting a preferred alternative HDR developed construction drawings, a no-rise certification, and provided construction support. The selected alternative included embedding rocks within a concrete encasement and a roughened channel downstream to maintain channel grade. The design provided protection for the pipeline while improving fish passage and sediment retention over the top of the concrete encasement.

Metropolitan Water District California, Metropolitan Water District, Sepulveda Prestressed Concrete Cylinder Pipe (PCCP) Rehabilitation | Los Angeles, CA

Task Lead. HDR is providing engineering design services to perform preliminary design for the Prestressed Concrete Cylinder Pipe (PCCP) Rehabilitation of the Sepulveda Feeder, a 40-mile pipeline in urban Los Angeles. Pipeline size ranges from 84-inches to 150-inches. Services consist of preliminary design and the preparation of design reports.

Port of Long Beach (POLB), Pier B On-Dock Rail Support Facility Program Long Beach, CA

Task Lead. The POLB is modernizing its On-Dock Rail Support Facility infrastructure to reap more of the sustainable benefits of shipping goods by rail rather than truck. HDR previously helped POLB with preliminary engineering services and environmental support. HDR is leading design, as well as site investigations, traffic studies, structural analyses, lighting analyses, and more.

City of Thousand Oaks, Wastewater Interceptor Capital Improvement Project | Thousand Oaks, CA

Task Lead. HDR performed condition assessment, preliminary design, final design, bidding, and construction phase services for rehabilitation improvements to the lower portion of the Unit Y interceptor pipeline. The project included: (1) site investigations to determine the best locations for new access structures along the interceptor that will facilitate future cleaning and inspection; (2) hydraulic analysis of recent Hill Canyon Treatment Plant influent flow meter data and the 2002 City of Thousand Oaks Wastewater Master Plan, which was used to confirm the applicability of different rehabilitation methods; and (3) analysis and comparison of multiple rehabilitation methods, which included cured-in-place pipe (CIPP), loose-fit and close-fit sliplining, pipe bursting, open-trench construction, and horizontal directional drilling (HDD).



Ali Hasan

Senior Scheduler

Ali has more than 38 years of comprehensive experience in project and program management; including design, construction and project controls. His experience includes supervision of design and construction management, cost control tools, earned value, scheduling, resource and financial management, contract administration, and progress reporting. His experience also includes California Department of Transportation (Caltrans) work, master schedule development and management (in-house project and program schedules), earned value review, resource allocation and management, risk management, reviewing design and contractor's baseline construction schedules against contractual specifications and review of design & construction schedule updates. His claims experience includes performing forensic analysis on contractor schedules to evaluate progress, identify delays, potential for mitigation and other areas of concern.

RELEVANT EXPERIENCE

Regional San, Advanced Wastewater Treatment Program Management Services (EchoWater) | Elk Grove, CA

Project Controls. HDR provided program management services for Regional San's \$1.7 billion EchoWater Project. Program management services were needed to assist Regional San with compliance of their new waste discharge requirements for their 181 mgd Sacramento Regional Wastewater Treatment Plant. The \$1.7 billion program includes road improvements, building location, site preparation, main switchgear expansion, landfill clean closure, biological nutrient removal, carbonaceous oxidation tank conversion, flow equalization basin, filter influent pumping station, filtration complex, disinfection system, return activated sludge pumping, primary effluent pumping station, side stream treatment, and facility decommissioning. Program management services that were provided included program administration and controls, project validations, preparation of the facility plan, preparation of basis of design reports, development of design standards, collaboration with and oversight of all designers, development and updates of program and component risk registers, constructability reviews, mitigation strategies for the most critical construction risks, use of 3D Building Information Modeling (BIM) to analyze construction sequencing and interface issues, and construction delivery.

Bay Area Rapid Transit, Task: 6M8134 CM B.06.01 Emergency Lighting Project | San Francisco, CA

Project Controls and Schedule Manager during construction management of a \$15 million project consisting in general the installation and connection of a complete central emergency lighting system consisting of one-third of existing lighting in dedicated conduit systems. The work included meeting a number of milestones; providing and installing battery rooms, battery room ventilation systems, uninterruptible power supplies ("UPS"), junction boxes,

EDUCATION

Masters, Civil Engineering, Oklahoma State University, Oklahoma City

Bachelors, Civil Engineering, NED University of Engineering and Technology, Pakistan

Certificate, Civil Engineering, Adamjee Government Science College, Pakistan

REGISTRATIONS

Project Management Professional, No. PMP Number: 1468774

INDUSTRY TENURE

38 years

FIRM

HDR

ALI HASAN (CONTINUED)

conduits and accessories required to complete the installation. Contractor work also includes training for BART personnel; electrical studies; and remote monitoring systems in electrical room. Responsibilities included verifying that contractor follows BART schedule specifications and guidelines; meets contract milestones, shows proper sequence of work, and a detailed review of contractor's construction baseline schedule.

City of San Mateo, Nutrient Removal and Wet Weather Flow Management Upgrade and Expansion - Design Phase | San Mateo, CA

Project Controls Manager during conceptual design, schematic design, detailed design, bidding, and engineering services during construction. Responsible for final design front-end specifications review and all project controls work for managing the project; including design cost set up and projections, schedule, earned value graphs and monthly reporting. Also responsible for coordinating with the design team, client and contractor on submittals, requests for information (RFIs), and other design related construction issues.

San Francisco Public Utilities Commission, Harry Tracy Water Treatment Plant Long Term Improvements Construction Management Services and Staff Augmentation | San Francisco, CA

Project Controls Manager for a project involving a complex effort involving augmenting the SFPUC construction staff with experienced professionals to partner and form a unified construction management team. Project goals involved achieving seismic and slope stability for the Harry Tracy plant, renovation of hydraulic facilities, processes, and controls to increase stability; and maintain level of service during construction. Responsibilities included providing as-needed resources to the project and supervisory level schedule monitoring and reporting. Total construction cost was \$180 million.

San Jose Water Company, McLaughlin Wellfield Fluoride Treatment - Construction Phase Services | San Jose, CA

Project Controls Manager. Provided engineering services during construction and construction management services for improvements to provide fluoride treatment for the McLaughlin Wellfield groundwater supplies. Design of the fluoridation treatment system at the wellfield assumed fluoridation by injection of 23% hydrofluosilicic acid solution.

Santa Clara Valley Water District, Rinconada Water Treatment Plant Construction Management | Santa Clara, CA

Project Controls Manager. Provided construction management for this project aimed at retrofitting, upgrading, and/or replacing key equipment that is reaching the end of its natural life, addressing the areas of raw water ozone, flocculation, sedimentation, filtration, and redundant disinfection. Responsibilities included major coordination with the contractor, construction management staff, and overall oversight of construction, including review of the contractor's construction schedules, progress monitoring, risk management, claims and disputes resolution board (DRB) meetings, and other construction related issues. Also assisted district with contractor time impact analysis (TIAs) claims.



Pete Bredehoeft Jr., CEP

Senior Cost Estimator

Pete has completed more than 3,300 cost estimates on all levels, including program management, conceptual bonding type estimates, order of magnitude project estimates, design development estimates, construction document estimates, final design estimates, operations/maintenance estimates and change order-type definitive level estimates. He is an expert in the cost estimating process and procedures for programs. Pete is a specialist in estimating location or area adjustment factors and in escalation development and commodity trends. He has extensive program management experience (5 to 15 major programs) on large capital improvement programs. Pete is a specialist in the implementation, integration, and automation of program management tools. He has implemented and is the administrator of the Estimating Benchmarking Tool that tracks historical estimates, actuals, unit prices, ratios and metrics and professional services. The tool runs on Project Cortex software by Eos Group. This includes mapping to the International Construction Measurement Standard 2.0.

RELEVANT EXPERIENCE

Poseidon Resources, Ultimate New Intake Evaluation | Carlsbad, CA

Cost Estimator. Poseidon had a need to evaluate backup intake design concepts for the ultimate intake system in the event that pilot testing of Alternative 21B wedgewire screens (WWS) proves unsuccessful. HDR's primary goal was to identify the preferred alternative such that later project phases could adequately conduct Computational Fluid Dynamic modeling (CFD) and alternative refinements to develop a viable opinion of probably construction cost.

Santa Clara Valley Water District, Expedited Recycled and Purified Water Program, Amendment 2 | San Jose, CA

Cost Estimator. HDR provided program management services as the district implement its first potable reuse project in response to the extended drought, declining groundwater levels, and the long-term water resources strategy, the district implemented its. This potable reuse project will produce highly purified water that will be conveyed to groundwater recharge ponds and/or injection wells. Based on preliminary engineering work, a Phase 1 Project for the program was recommended that involve construction of an up to 24,000 acre-foot per year (AFY) purification facility adjacent to the existing Silicon Valley Advanced Water Purification Center as well as a purified water conveyance pipeline to the Los Gatos Recharge Ponds for indirect potable reuse. Amendment 2 involved supporting the district's program implementation through the project's P3 procurement phase, and encompassed, in parallel, negotiation of necessary agreements with the City of San Jose for source wastewater, land for the new purification facility and pumping station, management of RO concentrate, and completion of the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA)

EDUCATION

Bachelor of Science,
Construction
Management - Cost
Estimating, Ferris State
University

Associate of Science,
Civil Engineering
Technology, Ferris State
University

Associate of Science,
Land Surveying, Ferris
State University

REGISTRATIONS

Certified Construction
Estimator, Georgia,
CEP AACE No. 4

INDUSTRY TENURE

33 years

FIRM

HDR

PETE BREDEHOEFT (CONTINUED)

and permitting process for this first project. Work also included providing information on RO concentrate management alternatives to be considered, establishing assumptions that serve as the basis of the proposals by P3 entities, and providing technical support documents defining the pipeline portion of the project in terms of district design standards and preferences.

Charlotte Water, Stowe Regional Water Resource Recovery Facility (WRRF) Owner's Advisor | Charlotte, NC

Lead Cost Estimator. HDR provided program management and owner's advisor services for this project to be delivered via PDB. The project involves a new 15 mgd regional wastewater treatment facility with total phosphorus and nitrogen limits, and associated conveyance infrastructure. Our team developed the PDB procurement documents for the Stowe treatment facility and associated pump stations and force mains. The project had multiple crossings of a Federal Energy Regulatory Commission (FERC) boundary, all of which was designated as a natural area.

City of Durham, Western Intake Partnership PM | Durham, NC

Cost Estimator. HDR serves as the Western Intake Partnership's Program Manager for their Jordan Lake water supply project. To initiate the Partnership's water supply program, as Program Manager HDR has helped form and sustain the partnership, facilitate meetings and program coordination, managed consultant recruiting and selection, provided communication services, and developed program standards and guidelines to maintain consistency across four early projects. The program has established project control protocols for managing financial performance, schedule, scope and quality for each project. Program administration services are expected to continue through 2031, along with future construction support, resident engineering, and facility start-up services for the project. The program is incorporating innovative design approaches such as the Envision Sustainable Infrastructure Framework into the study and design projects, from early planning through design.

Delaware County Regional Water Authority, DELCORA PS Design Chester, PA

Cost Estimator. Pete was responsible for developing conceptual estimates for the proposed Deep Tunnel Pump Station, located at the Western Regional Treatment Plant. The peak capacity of the pump station is 75 MGD. The pump station includes six submersible pumps, each designed for 12.5 MGD at 126' TDH, 385hp with VFD's. The pump station includes grit screening equipment and odor control equipment. The project includes a control and electrical building. The project contains 20" diameter discharge pipes, into a 42" discharge header, with valve and flowmeter vaults. There currently are two options being considered: A.) Pump Station – Single Shaft – 50' diameter x 120' below grade, B.) Pump Station and Screenings – Two Shafts – Pump Station 40' diameter x 120' below grade, and the Screenings Shaft 25' x 120' below grade. The opinion of probable construction cost is \$53M for the single shaft and \$61M for two shafts.

SHARAD MATHUR, CCM, PSP, PMP

Project Controls Manager

Sharad brings 30 years of experience in the management of project controls for complex projects. An expert in the application of P6 to new and ongoing projects, he combines expertise in the development of work breakdown structures, master schedules, budget controls, and implementation and training of online collaborative project management information system (PMIS) such as Unifier, eBuilder, Procore and EADOC. Sharad's previous hand-on experience working with the Los Angeles County Sanitation Districts will provide zero learning curve to the upcoming contract. In addition, it will further enhance the quality assurance of the Project Controls Services.

Representative Project Experience Highlights

Sanitation Districts of Los Angeles County, 2020-2023 On-Call Project/Construction Management and Project Controls Services, Whittier, CA – Project Controls Manager for this 3-year contract as part of the HDR team. The Districts are a federation of public agencies that manage the wastewater and solid waste needs of over 5.1 million people in Los Angeles County. This includes the design, construction, operation and maintenance of 11 wastewater treatment plants, a large network of sewers, solid waste facilities, energy facilities and recycling centers. The Districts often has 40 or more construction projects ongoing at any given time and individual contract values range in size from under \$50,000 to over \$100 million. Construction projects are generally related to the construction, rehabilitation/maintenance or upgrades to District wastewater treatments plants, pumping plants, sewer lines and landfills. Construction projects are undertaken throughout all areas of Los Angeles County. To date, APSI is providing scheduling and estimating services on the following task orders:

1. SC-G-0006 Saugus WRP UV Disinfection Facilities
2. SC-G-0007 Valencia WRP UV Disinfection Facilities
3. SC-G-0010 Valencia WRP Advanced Water Treatment Facility

Sanitation Districts of Los Angeles County, Puente Hills Material Recovery Facility – Scheduler/Project Controls Engineer for the development of the baseline schedule, cost loading of the schedule, monthly updates, and time impact analysis. The \$35 million project is located on 25 acres and comprises the processing building, administrative offices, scales, parking and maintenance areas. The 55-foot-tall processing building is 215,000 SF.

Sanitation Districts of Los Angeles County, Project Controls Services - Project Controls Manager, for a 5-year on-site scheduling / project controls as an extension of District staff, as well as supporting estimating and claims services from 2003 to 2012. APSI personnel were stationed at two locations – San Gabriel Valley field office in West Covina and the Antelope Valley field office in Palmdale. APSI provided review of baseline schedules and updates, time extension requests, and claims/delay analysis for 17 plant and collection projects. Sharad provided oversight and quality assurance for the on-going scheduling,

Years of Experience – 30

Years with APSI - 23

Education

MS, Construction Management
BS, Civil Engineering

Registrations & Certifications

Certified Construction Manager,
CMCI ID #A1325

Planning and Scheduling
Professional #474

Project Management Professional
#243507

Security Clearance

- HSPD-12, Department of Homeland Security (In Progress)
- State of California, Department of Corrections & Rehabilitation #10131468
- US Ports, Transportation Worker Identification Credential (TWIC)

estimating and claims review services. He often visited the Districts office and jobsite location, met with the client project managers and APSI staff to make sure that we provide project controls services above and beyond the Districts expectation.

Port of Los Angeles, Master Scheduling, Cost Estimating & Claims Management Services, Los Angeles, CA – Project Controls Manager for over 8 years for the Port’s ongoing construction program, totaling approximately \$1.5 billion. The Port of Los Angeles encompasses 7,500 acres, covers 43 miles of waterfront, and features 24 cargo terminals. Projects within the master schedule are in all phases of development – from planning through design and construction. Our services include scheduling, estimating and claims avoidance. Sharad provided oversight and quality assurance for the on-going scheduling, estimating and claims avoidance services.

County of Los Angeles, Harbor-UCLA Medical Center Master Plan Implementation, Torrance, CA - Program Controls Manager on this \$1.8 billion master plan, design-build program which consists of make ready work and nine major phases spanning over 15 years. The goal of the County is to develop the campus into a coherent, interactive relationship between the clinical, educational, and research components of HUCLA based on the Master Plan. Projects in the master plan include: 81,000 gsf of tenant swing space in a modular building to house displaced occupants due to building demolition and area clearances (\$13.6 million); Utility tunnel structure project and central utility plant and central IT buildings project (\$167.6 million); Public parking structure for 750-850 cars (\$25.2 million); Outpatient buildings project, approximately 250,000 gsf (\$147.2 million); New staff parking structure for 750-850 cars (\$22.8 million); new inpatient hospital tower with 450 beds (\$1.1 billion); existing hospital tower remodel/repurposing project, surface parking reconfiguration, a new public parking structure, and a retail building (\$281 million); and west campus site development project (\$89.8 million). Sharad was responsible for creating the cost loaded master schedule and provided scheduling guidelines under Contract div- 01 Specifications. He assisted the County in the selection and procurement of eBuilder and developed processes and cost modules with the County and the implementation team. He participated in account administration and training, and he tested each process and forms, including contract procurement and setting up the budget commitments. Sharad’s responsibilities also include: overall quality control of services; providing direction to on-site staff; developing and implementing operations that improve execution and provide additional value in a cost effective manner; providing additional resources when needed; integration of team services and coordination with the PM/CM team; assisting in conflict resolution between each package of work; and regularly meeting with LADPW to ensure that the team is providing quality project controls services and meeting their individual responsibilities.

ALEXANDER “XAN” VAN ELDEN, PE, LEED AP Project Construction Manager

Xan brings 21 years of experience in the construction and design fields in both public and private sector projects, which includes construction of utilities such as sewer line repair/replacement, pumping stations, storm water collections and other associated related civil/flat work, construction of new buildings, tenant improvements and public works projects. He successfully managed the construction of sewer and water lines, pump stations civil works projects and facilities. He has experience successfully managing multiple projects simultaneously and possesses excellent verbal and written communication skills. He is an onsite problem solver at the lowest level. He has specialized expertise in structural engineering, and has been responsible for the structural design and construction safety of residential, mixed-use and commercial buildings. With his engineering background and construction management experience, Xan has an exceptional approach for quality control with a thorough understanding of contract document requirements. Xan follows every step of the quality process including submittal reviews and compliance, verification that material deliveries match the submittals, and field installation that meets the design details. Non-compliant items are tracked until resolution.

Representative Project Experience

County of Orange, O’Neill Regional Park, Tijeras Creek Trail Bank Mitigation Project, Ladera Ranch, CA – Construction Manager for a \$500,000 repair of a segment of the Tijeras Creek Trail that failed as a result of storm erosion. The two separate design-bid-build projects included grading, underground water utilities and drainage. The Tijeras Creek Trail Bank Mitigation Project was an important project as the area of work was directly below Antonio Parkway. Further erosion of the adjacent site could have caused major damage to the ground underneath the six-lane avenue. A new 18” PCP along with a new concrete structure water dissipater was constructed along with reconnecting the trail for pedestrians and bicyclists at the top of the regraded slope. The project was based on the “Standard Specifications for Public Works Construction” and OC Public Works Department Standard Plans for the basis of re-grading the failed sloping hill and drainage design. Xan coordinated with the civil EOR and Public Works Department for inspection of both the new drainage design and grading of the new hill. Activities included review of specifications, generation of logs for technical submittals, submittals review, RFI management, schedule review, change order management, and document control including photo diary, and construction inspection for quality control. The project finished on time and within allowed budget.

Orange County Community Resources, Ronald H. Caspers Wilderness Park - Waterline, San Clemente, CA - Construction Manager for a new \$1 million design-bid-build water line project for Orange County Community Resources. The new water line consisted of a 2800 LF 6” water line from the existing water tank that branches out to 4000 LF of various pipe sizes ranging from 1-1/2” to 3” diameter serving existing restrooms, showers, and water spigots at the active campsites. Casper’s Wilderness Park was to remain

Years of Experience – 23
Years with APSI - 13

Education

BS, Civil Engineering

Registrations & Certifications

- Professional Engineer, California License #71696
- LEED Accredited Professional

Security Clearance

HSPD-12, Department of Homeland Security

open during the busy summer months so coordination with the Park Rangers was key to reducing interruption to park visitors, that included safety measures applied such as signs, fencing and active communications with the park rangers. Construction management services included daily oversight of the project and schedule reviews to confirm the project was progressing as planned. The park is open to public use and overnight campers.

South Orange County Community College District, Saddleback College Athletics Stadium and Site Drainage Improvements, Mission Viejo, CA – Senior Construction Manager provided construction management services for this \$49 million, design-build project which included the demolition and mass grading of the existing stadium and driving range sites and construction of a new 8,000 seat stadium with associated building, press box, artificial turf, nine lane running track, two artificial turf practice fields, one artificial turf soccer field and a new dual thrower's park. In addition, the District required extensive site drainage improvements on the southeast quadrant of the campus to help mitigate storm water throughout the College due to ongoing flooded areas caused by recent year's rain events. Construction management services included budget verification, constructability review, schedule review, cost estimating, oversight of construction phase activities, FF&E coordination and project closeout. As senior construction manager, Xan provided oversight of the design builder construction, coordinated with DSA inspections, the college staff and quick resolution of the issues on site that included submittals, RFI's, pay application and overcome any time impacts.

US General Services Administration, Region 9, Calexico Land Port of Entry Sewer Line Upgrades, Calexico, CA - Project Manager for the new sewer and water line upgrades from the Gateway CSA sewer plant to the pump station. Xan was responsible for reviewing the sewer design package and coordinating submittals to the Imperial Irrigation District, Imperial County Department of Public Works and Caltrans. The project included new pumps and valves in the lift station, 3,000 LF of force main, a 4" PVC pipe through a 12" DIP bored casing under the Alamo Canal and a trench crossing under State Route 7. Xan's role as Construction Manager on this \$500,000 design-bid-build project included extensive traffic control, on-site quality assurance, overseeing the contractor, providing quick resolution to the issues, managing of the submittals, RFI's and pay application and coordination with Caltrans and the Department of Public Works.

US General Services Administration, Region 9, Calexico Land Port of Entry Potable/Fire Water Protection Connections, Calexico, CA – Project Manager for this new \$1.3 million, design-bid-build Potable/Fire Water Protection system from the water treatment plant into the existing water pipe loop connection. Xan was responsible for sending out the RFP, responding to scope questions, acquiring contractor bid proposals, reviewing bids and providing contractor selection recommendations to GSA.

CA Department of General Services, Metropolitan State Hospital Expansion, Norwalk, CA – As Construction Manager, Xan provided construction project management services for the Increased Secure Bed Capacity project at the Metropolitan State Hospital in Norwalk, which is a 24/7 secured, occupied facility inclusive of hospital staff and patients, facility operations staff, the hospital police department, food and laundry services, and emergency vehicles services. The purpose of this \$16 million, 5,000 sf, design-bid-build project was to increase the capacity of beds for patients charged with crimes but incompetent to stand trial, mentally disordered, or not guilty by reason of insanity. The project consisted of extensive site work and utility construction such as sewer, water, storm water and underground electrical duct banks. An existing Chronic Treatment and Skilled Nursing Facility were hardened with a 14' high perimeter security fence, which included double rows of razor ribbon, shaker wire, security cameras, and controlled access gates. In addition to modifications to the existing buildings, new construction includes a Visitor's Center with control rooms for the new security systems, new guard posts, six observation posts, enlarging two sally ports for modified vehicle and pedestrian access, new patrol roads, paving and flatwork, parking lots, utility re-routes, an emergency dispersion park, a new park area with patient restrooms, and landscaping.

ANURAG GARG, CMIT, LEED GA, PSP

Senior Scheduler

Anurag has 10 years of experience in the construction industry, including productivity analysis, scheduling, on-site project monitoring, site inspection, productivity analysis, estimation, quality control, dispute resolution, and evaluation of latent design. As a scheduler, Anurag has knowledge of creating pre-bid schedule, develop projection schedules of going projects to provide estimated completion date, evaluate and perform forensic schedule claim analysis, review baseline and month schedule updates. Anurag has also spent a significant time on-site observing contractor progress as field engineer and Owner's Representative.

Representative Project Experience

County of Los Angeles, Harbor-UCLA Medical Center Master Plan Implementation, Torrance, CA – Senior Scheduler on this \$1.7 billion master plan, design-build program which consists of make ready work and three major phases spanning over 8 years. The goal of the County is to develop the campus into a coherent, interactive relationship between the clinical, educational, and research components of HUCLA based on the Master Plan. Projects in the master plan include:

- Phase 1 - Public Parking Structure Project (750 — 850 cars); Tenant Swing Space (81,000 GSF); Utility Tunnel Structure Project; Outpatient Buildings Project (250,000 GSF); and surface parking reconfiguration
- Phase 2 - Central IT Buildings Project and Central Utility Plant
- Phase 3 - New Inpatient Hospital Tower Project (338 beds)

Anurag performed review of preliminary schedules, baseline schedules updates, and met with the contractor to discuss the baseline and program phasing.

Oxnard Harbor District, Port of Hueneme Berths 1 and 2 (Wharf 1) Deepening and Reconstruction, Port Hueneme, CA - Scheduler that provided critical path method analysis and schedule update reviews for this \$11 million project to deepen and reconstruct Berths 1 and 2 (Wharf 1) and expand the Port's ability to handle additional cargo. The scope included the following: dredging of approximately 20,000 CY to a depth of EL. -40 feet; coordination with the District and terminal tenants for dredging directly adjacent to wharf; removal/demolition of submerged, abandoned, broken timber pile stubs encountered during dredging and in-water work; removal and disposal of treated wood waste; installation of District procured submerged sheet pile toe wall and new composite fender piles, waler systems, and bollards; select demolition and repair of concrete wharf elements; installation of carbon fiber reinforcement to strengthen existing concrete wharf elements; and deck repair and resurfacing.

Port of Los Angeles, Master Scheduling, Cost Estimating & Claims Management Services, Los Angeles, CA – Master scheduler for the Port's ongoing construction program. Activities included reviewing schedules submitted by construction contractors for compliance review, reviewing project controls and tracking reports, reviewing monthly updates, attending weekly progress meetings, preparing prebid schedules per design scope and providing recommendations for duration, phasing etc.

Years of Experience – 10

Years with APSI – 7

Education

MS, Civil Engineering

BS, Civil Engineering

Certifications

LEED Green Associate, US

Green Building Council,

#11089441

CMIT-Construction Manager in

Training, CMAA

Planning and Scheduling

Professional, AACE

International, #02108

California Department of Corrections & Rehabilitation, Health Care Facilities Improvement Program, Wasco State Prison and North Kern State Prison, Kern County, CA – Anurag served as Scheduler for new and renovated healthcare facilities in Wasco State Prison (\$34.9 million) and North Kern State Prison (\$29.9 million). The facilities are within the secure perimeter, and include renovations, additions, and new buildings to support the planned improvements to healthcare facilities for inmates. Delivery was design-bid-build. Anurag’s responsibilities included: identifying and assisting the Project Manager in resolution of project issues to help the CPM schedule, provide critical path method analysis and schedule update reviews, identify and discuss scope change from RFI for potential cost or schedule impact. The two projects included significant new and relocation of old utilities such as medical gas, sewer, water, and electric duct back/conduits.

California Department of Corrections & Rehabilitation, Health Care Facilities Improvement Program, California Correctional Institute, Tehachapi, CA – Anurag served as Project Engineer/Scheduler for \$17 million in new healthcare facilities at the California Correctional Institution in Tehachapi, CA. The new facilities are within the secure perimeter, and include renovations, ADA upgrades, additions, and new buildings to support the planned improvements to health-care facilities for inmates. Anurag’s responsibilities included: creating and maintaining as-built drawings, administering quality control as outlined in the project procedures manual, identifying and assisting the Project Manager in resolution of project issues to help the CPM schedule, provide critical path method analysis and schedule update reviews, identify and discuss scope change from RFI for potential cost or schedule impact, prepare daily reports, participation and documentation of project coordination meetings, coordinating the change order management process, creating the change order package for approval, assisting and supporting the project team with daily project coordination, track and follow up on construction bulletins. Anurag’s duties included: resolving field conflicts, problems and liaising with the contractor and architect in accordance to construction drawings and specification; coordinating and assisting field visits for the architects’ team site investigation; performing regular site walk to monitor quality control according to contract and creating daily reports; monitoring construction activities to make sure that projects are completed according to schedule, and according to plans and specifications, while maintaining site security; monitoring change work performed on time and material to report work progress and cost control; participating and coordinating SFM and ADA inspections and punch walks with various stake holders. The project included significant new and relocation of old utilities such as medical gas, sewer, water, and electric duct back/conduits.

County of Monterey, Monterey Jail Housing Addition, Salinas, CA - Scheduler on this \$70 million new jail housing addition (134,000 sf with a building footprint of approximately 55,400 sf) that provides 576 new beds in eight housing units distributed on two floors, program spaces for inmates, administration and staff support spaces and public entrance with video visitation. Anurag performs review of preliminary schedules, baseline schedules updates, weekly progress, monitoring analysis of time impacts, performs earned analysis and provides recommendations to the County. Work included site demolition, excavation and grading, existing site utilities removed and relocated, new site utilities, a new sewer grinder, domestic and fire water distribution, storm drainage system, emergency diesel powered generator, new transformer, fencing, parking, paving and landscaping.

SUBIR BHATTACHARYA
Senior Scheduler

Subir has extensive professional experience in scheduling, project controls, cost control, and planning. He has been responsible for stakeholder liaison, and program level reporting on large programs and is a strong communicator with great leadership abilities. He led, managed, mentored, trained and supervised a team of schedulers and cost engineers. He has been responsible for budgets, performance reviews, and daily site management functions. He develops project level schedules, milestone summary schedules, cash flow reports, cost reports, progress calculations, progress reporting and status of deliverables, earned value analysis, and S-curves. His diverse experience includes design phase project controls, procurement, and construction support with different delivery methods such as design bid build, design-build, CM at Risk, and EPC. He has worked extensively in sectors like aviation, chemical, polyester, pharmaceutical, tank farm, pipeline and pumping station, fabrication, and manufacturing.

Representative Experience

County of Los Angeles, Harbor-UCLA Medical Center Master Plan Implementation, Torrance, CA - Scheduling Manager on this \$1.7 billion master plan, design-build program which consists of make ready work and three major phases spanning over 8 years. The goal of the County is to develop the campus into a coherent, interactive relationship between the clinical, educational, and research components of HUCLA based on the Master Plan. Projects in the master plan include: Phase 1 - Public Parking Structure Project (750 — 850 cars); Tenant Swing Space (81,000 GSF); Utility Tunnel Structure Project; Outpatient Buildings Project (250,000 GSF); and surface parking reconfiguration; Phase 2 - Central IT Buildings Project and Central Utility Plant; and Phase 3 - New Inpatient Hospital Tower Project (338 beds). Subir provides overall quality assurance of scheduling services. He provides program schedule updates, revisions, cost and resource loading and run regular cash flow report. He oversees scheduling staff at the program, mentor/assist for review of baselines schedules and monthly and weekly schedule updates. He prepares what-if scenario schedules that are based on change in sequence and inform management of possible outcome of the re-sequence. He reviews/analyzes time impacts and provides time impact resolution.

Los Angeles County Public Works, Los Angeles, CA - Principal Project Controls with LA County Public Works Program managers to set up the PMO process and procedures for new infrastructure Project Management Division. The initial scope of work included moving legacy projects (500+) into a new centralized system, conversion of pre-existing EPC schedules to agree upon schedule template based on stage-gate process, making changes as per project requirements, and providing monthly schedule updates to PMs. Subir's responsibilities included studying the existing budget management process and working with the client to develop a new cost control system; creating a best practice guide on cost, schedule, and risk management; and training and mentoring client PMs on project control best practices.

Years of Experience – 20

Education

- Bachelor of Engineering, Mechanical Engineering

Certifications & Training

- Primavera P6 Certified (Advanced User)

Professional Affiliations

Association for the Advancement of Cost Engineering (AACE)

Phillips 66 / British Petroleum Refinery, Carson & Wilmington, CA - Site Project Controls Manager / Chief Scheduler responsible for managing client expectations to improve quality, accuracy, and timeliness of deliverables, prepare lessons learned, and closeout documents. Responsible for: initiating and driving continuous process improvement and standardization of scheduling methodology, estimating, and cost reporting. Developed and maintained integrated resource-loaded schedules for assigned projects. Held overall accountability for the project reports and completion of project deliverables. Developed closeout reports including lessons learned and PMO archive documentation. Tracked baseline performance, budget vs. earned vs. actual cost/ man hours, productivity, and earned value metrics. Met client expectations on improving the quality and accuracy of deliverables in a timely manner. Performed schedule analysis to ensure that the process and procedures detailed in the work scheduling process have been applied. Issued the required schedule and resource reports from Primavera to project managers and construction contractors. Performed required data queries and generation of the required reports to create Key Performance Indicators. Executed schedule what-if scenarios, performing analysis, and reporting on the results. Developed, maintained and periodically issued associated progress curves, completing estimates, earned value, etc. Prepared lessons learned, and closeout documents. Mentored and coached others on schedule control to aid project delivery. Performed project controls activities for multiple projects and assisted the Project Managers and project team with overall management in the tracking, forecasting, analysis, and reporting of project costs, schedules, and key performance indicators. Developed cost summary report for forecasting event cost utilizing Earned Value, CPI, and SPI. Ensured client project controls procedures are implemented. Performed a quality check on internal & external (contractors) estimates to make sure the estimate submitted are in compliance with the Client's format. Interfaced with the project management team on all control-related activities. Supported the change management process and update project schedules and cost projections. Worked with the program management team to facilitate reporting of change notice scope and cost documents. Monitored trends and change requests. Updated and maintained change logs. Created management reports, as needed, to support the project team, including histograms, curves, milestone reports, trend analysis, change management reports, etc. Prepared and reviewed cost reports including financial and other key performance indicators (KPIs). Experienced in EVM (Earned Value) including integration of cost and schedule, internal and external reporting requirements, and other aspects of project/program control.

Sacramento International Airport, Sacramento, CA - Senior Scheduler/ Project Controls that assisted the Project Controls Manager in managing schedule-related functions for this program. The project scope included a \$390 million, 365,000 SF terminal building, a \$50 million baggage handling system, \$15 million passenger loading bridges, and \$10 million artwork exhibitions (multiple). Subir was responsible for the preparation of project quarterly cost reports. He reviewed, evaluated and commented on contractors' monthly updated schedule and narrative reports to ensure compliance with schedule specification requirements from the client. Prepared narrative reports such as critical path review, improvements to the critical path, four-week look ahead schedule comparison, 90-day schedule narrative for management. Performed progress verification walk down with project managers and contractors to ensure that schedule progress is as close to actual construction progress. Monitored the project's progress and coordinated periodically with the owner, contractor, and manufacturers for the verification of the project's progress.

MUHAMMED YEHIA, PMP, PSP Senior Scheduler

Muhammed brings 14 years of in-depth experience in scheduling, delay analysis, claims, budgeting, cost control, program/project management, project controls, and coordination for multi-phase, multi-discipline projects including infrastructure, industrial, commercial, administration buildings, and higher education projects. He brings specialized expertise in cost and resource loading, delay analysis, time extension claims, and earned value management. His computer skills include Primavera P6, Microsoft Project, and Microsoft Office Suite.

Representative Experience

Los Angeles County Sanitation Districts, On-Call Project/Construction Management and Project Controls, Valencia Advanced Water Treatment Facility, Valencia, CA

The Districts are a federation of public agencies that manage the wastewater and solid waste needs of over 5.1 million people in Los Angeles County. This includes the design, construction, operation and maintenance of 11 wastewater treatment plants, a large network of sewers, solid waste facilities, energy facilities and recycling centers. As Scheduler, Muhammad is responsible for reviewing monthly schedule updates submitted by the contractor as well as creating shadow schedule updates for independent progress monitoring by incorporating delaying events from project correspondence and collecting actual progress on weekly basis. He identifies and assists the project manager in resolution of project issues to help with the CPM schedule. He identifies and discusses scope change from RFIs and NTCs for schedule impacts, and provides review/analysis of monthly and weekly schedule updates.

Port of Long Beach, Fireboat Station 20 at Pier D, Berths D-50, D-51, Long Beach, CA – Scheduler for this \$27.3 million, new Fireboat Station, including the construction of a two-story fire station building, fireboat bay enclosure, floating dock, positioning and fender piles, retaining walls, emergency generator and additional site improvements. Responsibilities included review/analysis of the monthly schedule updates and schedule revisions, review of and time impact analysis (TIA).

California Department of Corrections & Rehabilitation, Health Care Facilities Improvement Program, Kern County, CA: California Correctional Institute, Tehachapi, Wasco State Prison and North Kern State Prison

Senior Scheduler for this design-bid-build, \$102 million, new and renovated healthcare facilities, including ADA upgrades in Wasco State Prison, California Correctional Institution, and North Kern State Prison. The new facilities are within the secure perimeter, and include renovations, ADA upgrades, additions, and new buildings to support the planned improvements to health-care facilities for inmates. Muhammed's responsibilities include identifying and assisting the project manager in resolution of project issues to help the CPM schedule, provide critical path method analysis and schedule update reviews, identify, and discuss

Years of Experience – 14

Education

- BS, Architectural Engineering

Certifications & Training

- Project Management Professional, PMI #2802252
- Project Scheduling Professional, PMI #2873718
- Fundamentals of Engineering #19-473-36
- Occupation Health and Safety Advanced Diploma #546108
- Primavera P6 Professional Fundamentals Rel.8,3 Ed 1 PRV Certification, Oracle University

MUHAMMED YEHA (CONTINUED)

scope change from RFI for potential cost or schedule impacts; review/analysis of monthly and weekly schedule updates; review of submitted Time Impact Analysis (TIA); and assist the project manager in timely resolution and successful negotiation of TIAs.

Department of General Services, DMV Reedley New Field Office, Reedley, CA - Scheduler for the new, \$16.9 million, 13,251 sf field office for the Department of Motor Vehicles located on three acres. The project also includes sitework, utilities, walkways, curbs, gutters, signage, landscaping, irrigation, fencing, gates, trash enclosure, site drainage, site lighting, surface parking, attached drive-test canopy, communications, and a photovoltaic system. Muhammed provided baseline constructability and quality check per specifications, drawings, and industry best practices and is reviewing monthly schedule updates.

CA Department of General Services, California Conservation Corps, Ukiah New Residential Center, Willits, Mendocino County, CA – Senior Scheduler for this new, \$50.7 million, design-bid-build, 56,000 sf residential center will include twelve buildings consisting of an administration building, seven dormitories, an education building, a recreation building, a multi-purpose with kitchen and dining room, warehouse with work area and a hazardous materials storage room. Sitework includes approximately 101,000 sf of paved surface for driveways and parking and 78,000 sf of concrete paving for service and staging areas and walkways. The facility is designed based on the prototype and CCC's residential needs to house 120 permanent corps members. The facility is intended to be designed to ZNE per the Governor's Executive Order B-18-12 and achieve at minimum a LEED Silver certification. Muhammed's responsibilities include review of baseline schedule, monthly schedule updates, analysis of time impact analysis (TIA) and provide what-if scenario schedule and resolution of time impacts.

Preserve and Protect Meridian Hill Park, Phase 5 & 6, Washington DC – Scheduler for the \$8.9 million restoration and rehabilitation project at Meridian Hill Park, a 12-acre historic park designed and built between 1912 and 1940 in Washington DC. The project's main feature was the replacement and rehabilitation of aggregate concrete walkways, pebble dash, curb and borders throughout the Lower Plaza. The project also included a universally accessible path in the lower plaza with new lighted bollards along the accessible path, restoration of light fixtures, installation of regulatory and interpretive signage, and restoration of a drinking fountain in the Upper Mall. Additionally, Safety concerns were addressed by rectifying tripping hazards caused by settlement, hazardous trees were replaced and shrubs restored to reflect the park's historic landscape plan. Muhammed's responsibilities included review/analysis of the monthly schedule updates and critical path analysis.

National Park Service, Replace Wharf Bulkhead and Repair Wharf, Christiansted National Historic Site, St. Croix, US Virgin Islands – Scheduler for the renovation of the historic wharf and replacement of the existing 700 ft-long bulkhead and repair of the existing concrete wharf apron at the historic Christiansted National Park. The project required the removal of the existing wood fenders and cleats along the wharf then demolishing the existing concrete cap and concrete curb. Once demolition was complete the work entailed installing new steel H piles, new concrete fascia, cap and curbing, new gravity wall and new topping slab over the existing wharf apron. Muhammed's responsibilities included review/analysis of the monthly schedule updates and critical path analysis.

SHANTI RENIGUNTALA

Senior Cost Estimator

Shanti is an innovative, results oriented, project controls specialist with 16 years of experience creating and managing estimates and schedules for complex and diverse construction projects. Shanti is proficient and experienced in reviewing project plans and specifications, understanding scopes of work, and preparing statements of work essential in preparing detailed conceptual/schematic design development estimates, preliminary construction estimating, remedial grading estimates, full scope detailed construction estimates, value engineering estimating, preparation of bid packages estimates for bid evaluation, solicitation and negotiation.

Representative Project Experience

California Department of Corrections & Rehabilitation, California Correctional Institute-Tehachapi, Wasco State Prison and North Kern State Prison, Kern County, CA – Estimator that provided full scope estimating for potential RFI review and analysis on this project which involves planned improvements to healthcare facilities for inmates. The \$102 million facilities are within the secure perimeter and include renovations, ADA upgrades, additions, and new buildings.

Oxnard Harbor District, Port of Hueneme Berths 1 and 2 (Wharf 1) Deepening and Reconstruction, Port Hueneme, CA – Estimator that provided change order estimation/negotiation for this \$11 million project to deepen and reconstruction Berths 1 and 2 (Wharf 1) to expand the Port's ability to handle additional cargo with the same number of vessel calls, or fewer vessel calls, resulting in shipping cost savings, and to reduce the wait times of heavy loaded Champion tankers that must otherwise wait for high tides to enter the Port. Estimation scope has included providing potential change order estimates for sheet/fender pile repairs.

South Orange County Community College District, Saddleback College Athletics Stadium and Site Improvements, Mission Viejo, CA – Estimator that provided change order estimation/negotiation for this \$44 million, design-build project, which included the demolition and mass grading of the existing stadium and driving range sites and construction of a new 8,000 seat stadium with associated building, press box, artificial turf, nine lane running track, three artificial turf fields, a new thrower's park and drainage improvements. Services included in-depth review of the plans and site conditions to determine potential costs for the interim power for the project.

County of Monterey, New Juvenile Hall, Salinas, CA – Estimator that provided detailed, cursory estimates on potential change orders on this \$48.6 million juvenile hall project, which houses a 120-bed new facility, laid out campus style with a central 1 ¼ acre recreation yard surrounded by four housing and support buildings. This project was constructed in phases with existing buildings being demolished to make way for the new recreation yard and support buildings. The project provides approximately 68,000 sf of total building area and 100,000 sf of site improvements on 9.2 acres, including two, 30-bed, medium-security buildings and a new 30-bed, high-security housing building, all with single and double cells.

Years of Experience – 16

Education

MS, Construction Project Management and Engineering

BS, Civil Engineering

US General Services Administration, Region 9, Federal Motor Carrier Safety Administration (FMCSA) Bus Inspection Facility at the San Ysidro Land Port of Entry, San Diego CA – As Estimator, Shanti developed estimates and provided a total value of \$13M on 100% DD Drawings, including a \$10M estimate with additional \$3M in alternates. This \$15 million, design-bid build project includes a 3,000 sf bus inspection building with two bays, a 1,350 sf administration building and a 6,000 sf parking area for employees, demolition, site development, infrastructure, and landscaping.

County of Orange, 2017-2022 On-Call Cost Estimating, CA – Estimator for on-call cost estimating services that included conducting research, providing assessments of construction projects, and preparing cost estimates by collecting data of costs for labor, materials, and provide for the work breakdown, timeline, and schedule for design and/or construction. Task orders included: Irvine Regional Park Falcon Flats and Horse Loop Shelter - \$675K estimate; Miles Square Regional Park Gold Course Conversion: Phase 1 85% CD drawings - \$16.8M estimate and Phases 2 – 5 Master Plan and CD documents - \$49M total estimate value.

Federal Bureau of Prisons Facilities Management Branch, Independent Cost Estimates for FBOP Taft, CA Kern County - Estimator for the FBOP on a multi-billion-dollar proposal to rebuild their facilities. The Office of Facilities oversees the development of the major projects and directly manages coordinating work at the facility. APSI provided three concept design estimates to the design team at various design stages Taft Seismic retrofit estimate (\$76M), Roof Remediation & Ceiling RCP Estimate (\$84M), & FBOP 90% CE and Seismic Retrofit cost estimate (\$163 M). Shanti's estimates included preparation of detailed concept design cost estimates for the seismic retrofit and renovations completed for various buildings. The facilities are located within a secure perimeter and include seismic retrofit and structural upgrades, interior renovations, demolition, MEP, communications, security and site improvements for the facilities.

US Department of Veterans Affairs, 2015-2020 VA Palo Alto Health Care System Capital Improvement Program, Palo Alto, CA – Estimator for the VA Palo Alto Health Care System Capital Improvement Program, which is in the middle of a multi-billion dollar rebuild of their facilities. The Office of Facilities oversees the development of the major projects and directly manages the minor and NRM projects, coordinating work at three medical centers and seven clinics. Shanti's estimates included preparation of detailed full scope construction estimate for: Building 6 dry lab 1st and 2nd floor renovation, Building 349 Police Annex, Building 51 1st Floor & Second Floor Renovation. Estimates provided utilized RS means estimating along with onscreen takeoff utilizing blue beam software, performing through review of plans and specifications in preparing a detailed CSI maser format estimates for all divisions.

US Veterans Affairs, 2022-2027 VISN 21 VA Central California Health Care System, Fresno, CA – Estimator for the \$1.2M replacement of sub-basement AHU and temporary AHU and chillers. Shanti provided change order estimating support, reviewed the scope of work, and prepared an independent estimate, utilizing the design development plans and specifications, and labor rates were developed using Davis Bacon and RS means was utilized for material/equipment pricing. A recommendations report was also prepared for the VA which compared the DB's estimate and highlighted the major variances. Findings showed that the DB estimate was \$400K lower than APSI Independent estimates, due to quantity/productivity/pricing variances assumed by DB Contractor.

MICHAEL MCQUILLIAMS, RSM Senior Cost Estimator

Michael has over 18 years of experience providing preconstruction and estimating services for the design and construction including healthcare, federal, state, commercial, education, residential and transportation projects. Michael has prepared budgets and coordinated project cost control professionals throughout the state of California. His detailed estimates and quantity takeoffs have included architectural, civil, structural, mechanical, and electrical costs from conceptual through construction for various healthcare, federal, state, commercial and educational projects including airport facilities, commuter rail maintenance terminals, K-12 schools, higher education facilities, electrical substations, NAVFAC hangars, BEQ housing and support facilities. Michael has provided estimates for change order negotiations with contractors and claims made for on-going construction. As a Registered Scrum Master (RSM), Michael has training in Lean Construction Methods, and Design-Build Institute of America classes. Michael is proficient in numerous software including the use of Bluebeam for takeoffs, and Microsoft Excel spreadsheet for custom estimating systems supporting general contractor responses to Requests for Proposals (RFP) and internal accounting transitions.

Years of Experience – 18

Education

BS, Engineering Technology,
Construction Management

Licenses & Certifications

- Registered Scrum Master
RSM, Scrum Inc, October
2022 #RSM-2027427

Representative Project Experience

City of Anaheim, Anaheim Regional Transportation Intermodal Center (ARTIC), Anaheim, CA – Estimator for a \$4 million estimate for self perform concrete work.

Los Angeles World Airports, Tom Bradley International Terminal T4 connector, Los Angeles, CA – Estimator that provided detailed estimates, bid levelling, value management and constructability review for structural concrete, structural steel, metal fabrications.

Naval Facilities Engineering Systems Command (NAVFAC) SW, P1911 RCC, Ridgecrest, CA – Senior Estimator for this \$116 million five building complex. Completed buyout, construction risk assessment and value management for exterior enclosure systems on all buildings, and setup buyout for site improvements and interior systems. This complex included numerous specialty systems including blast criteria and high wind design requirements, gantry hoist systems, and oversized overhead door access.

Naval Facilities Engineering Systems Command (NAVFAC) Miramar Hangar P152, P185, P192, San Diego, CA – Estimator that provided detailed estimate, bid levelling, value management and constructability review for structural concrete.

NAVFAC 29 Palms Northside Infrastructure, Twentynine Palms, CA – Estimator that provided detailed estimates, bid levelling, value management and constructability reviews for fencing, water wells, metal fabrications.

NAVFAC Camp Pendleton P111 Hangar, Camp Pendleton, CA – Estimator that provided detailed estimates, bid levelling, value management and constructability reviews for structural concrete.

NAVFAC SD Naval Base P405 Bachelor Enlisted Quarters, San Diego, CA – Estimator that provided bid levelling, value management and constructability review for interior finishes.

NAVFAC North Island Coronado P750 Rotary Hangar Maintenance Facility, San Diego, CA – Estimator that provided detailed estimates, bid levelling, value management and constructability reviews for structural concrete.

Federal Bureau of Prisons, Metropolitan Correctional Center Repair and Rebuild, New York, NY – Estimator that completed a ROM estimate for the Metropolitan Correctional Center Repair and Rebuild. Specific project information is confidential.

US General Services Administration, New US Courthouse, San Diego, CA – Estimator that provided iGMP phase pricing, value management and constructability review for Sheet Metal, Insulation Roofing, waterproofing, and miscellaneous systems. Overall project value: \$330 million.

US General Services Administration, Region 4, New US Courthouse, Huntsville, AL – Estimator on this new, design-build, \$79 million federal courthouse, providing Independent Government Cost Estimates (IGE) for potential change orders. This project will follow the Design Excellence protocol established by GSA. The space requirement consists of 123,106 gsf, including District, Magistrate and Bankruptcy courtrooms and associated chambers, clerks' office spaces, U.S. Probation office space, USMS office spaces, Bankruptcy Administrator, other ancillary support space and 26 inside, secured parking spaces.

University of California Irvine, Douglas Hospital Replacement– Phase II, Orange, CA – Estimator for this design-build project including site development and transitional spaces from new hospital to existing campus. Michael completed quantity surveys and pricing, coordinated proposal scope for structural, site structures, exterior envelope and other trades during competitive design-build RFP response. He assisted in buyout of trade partners for this project. The total estimated cost of the project was \$22 million, which primarily included design and construction of porte-cocher with glass and stone cladding, site improvements, and basement access renovations to new hospital equipment.

Cedars Sinai Medical Center, Hillhurst Urgent Care, Los Angeles, CA – Senior Preconstruction Manager during buyout at 99% design completion, on this \$25 million project. Michael setup buyout and completed construction risk assessment and value management for exterior enclosure systems and interior finishes on this urgent care center building with basement parking. Interior systems had acoustically sensitive areas.

Los Angeles Community College District, Los Angeles Mission College, Student Services Administration Building, Sylmar, CA – Senior Estimator for this \$49 million, design-build project consisting of new, ground-up, 3-story type IA building, including offices and student test areas with acoustical sensitive assemblies and smoke control system for large atrium. Additional elements included design and construction of site improvements, utilities with campus tie-ins, steel superstructure with 3-story atrium, exterior skin systems of curtainwall and window wall glazing and cold-formed metal framing and gypsum assemblies with terra-cotta and metal panel. Michael performed the conceptual and early schematic design (SD) Cost Estimate and provided support for value management and risk management efforts.

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EXHIBIT B



Los Angeles County Sanitation Districts
Request for Proposals for On-Call Construction Management Services

1. GENERAL INFORMATION

1.1 Invitation and Purpose of Solicitation

Los Angeles County Sanitation District No. 2 (District) is inviting proposals from qualified firms to provide on-call Construction Management Services for the Los Angeles County Sanitation Districts (Districts) Construction Management Section. Up to four (4) firms will be selected for a period of three (3) years, with a not-to-exceed amount of \$1,000,000 for each firm.

1.2 Definitions

For the purposes of this Request for Proposal the following terms and definitions shall apply:

- 1.2.1 This Request for Proposal in its entirety, including the attached Terms & Conditions, will be referred to as “RFP” (Attachment 1).
- 1.2.2 Each firm submitting a Proposal will be referred to as “Proposer”.
- 1.2.3 The successful Proposer will be referred to as “Consultant”.
- 1.2.4 Los Angeles County Sanitation District No. 2 will be referred to as “District”. The Los Angeles County Sanitation Districts in their entirety will be referred to as “Districts”.
- 1.2.5 The contract between the District and the Consultant will be referred to as “Agreement”.
- 1.2.6 The scope of work the Consultant will perform under the terms of the Agreement will be referred to as “Work”.

2. SCOPE OF WORK

2.1 Overview of the Districts and Background Related to this RFP

- 2.1.1 The Districts are a federation of public agencies that manage the wastewater and solid waste needs of over 5.5 million people in Los Angeles County. This includes the design, construction, operation and maintenance of eleven (11) wastewater treatment plants, a large network of sewers, solid waste facilities, energy facilities and recycling centers.
- 2.1.2 The Districts often has forty (40) or more construction projects ongoing at any given time. Individual contract values range in size from under \$50,000 to over \$100 million. Construction projects are generally related to the construction, rehabilitation/maintenance or upgrades to Districts wastewater treatments plants,

pumping plants, sewer lines and landfills. Projects are performed by private construction contractors. Construction projects are undertaken throughout all areas of Los Angeles County. Contracts are awarded to the lowest responsible, responsive bidder. District's staff performs the vast majority of the construction management of this work.

2.2 Consultant Scope of Work, Qualifications and Personnel Qualifications

The Consultant shall provide on-call Construction Management services to augment District staff. Work of Consultant personnel will be overseen by a Supervising Engineer in the District's Construction Management Section. The primary positions that the Consultant shall have available include:

Construction Manager (CM): The CM will be the field Construction Manager responsible for one or more District projects. Duties include, but are not limited to: ensuring that Contractors are performing work per the Contract Documents; responding to field questions and Request(s) for Information (RFI); running weekly progress meetings; reviewing and processing the Contractor's monthly schedule and progress payment; coordinating resolution of issues with District's Design staff, third party entities and others involved in the project; writing project correspondence; and performing other related duties.

The CM shall have a bachelor's degree in Civil Engineering, Construction Management or closely related field, be knowledgeable of the latest construction practices, and shall have a minimum of five (5) years of actual construction management experience on multi-disciplinary public works projects, preferably related to the type of construction work the District undertakes. The CM shall also possess the ability to communicate effectively both orally and in writing, and be able to quickly learn the software systems used by the District. On occasion, the District may request a CM with more experience to handle particularly complex projects or act as a supervisor for on call CMs.

Project Scheduler: The Project Scheduler will review Critical Path Method (CPM) schedules and time extension requests submitted by Contractors. The District's scheduling specifications require Contractors to use Primavera P6 software for most medium to large sized projects, and Microsoft Project for small, linear projects. The Project Scheduler may also assist the District in establishing or maintaining P6 Master Schedules and related software systems, and also provide input to the District's scheduling specifications.

The Project Scheduler shall have a minimum of five (5) years of experience reviewing construction CPM schedules for public works projects using Primavera P6. The Project Scheduler shall be knowledgeable regarding the principles of CPM scheduling, scheduling contract provisions, analysis of time extension requests, Primavera P6 software, and be able to communicate effectively both orally and in writing.

Project Estimator: The Project Estimator will prepare or review cost estimates for construction change orders, or for different project alternatives.

The Project Estimator shall have a minimum of five (5) years of experience preparing and reviewing cost estimates for public works projects. The Project Estimator shall be knowledgeable in the use of Sage/Timberline estimating software and be able to communicate effectively both orally and in writing.

It should be noted that the Consultant will NOT be required to provide construction inspectors or survey crews, as the District will provide both.

The Work performed by the Consultant may vary in scope and duration, and may include part-time or full-time work for one or multiple Consultant employees.

Typical work hours for full-time Consultant employees consist of 8-hour workdays Monday through Friday. However, depending on the size of the projects, the CM may work on 2 to 4 projects simultaneously and may have to work additional hours or days or even perform some night-time work as required. Consultant personnel may also be required on occasion to respond to emergencies outside of normal business hours.

The District shall have the right to determine assignment of Work among the Consultants and the District makes no guarantees regarding the minimum amount of Work provided to each Consultant. Selection of the Consultant for specific portions of the Work or specific projects will emphasize the “best fit” approach based on the scope of work and qualifications of the Consultant, but a rotating basis will also be considered by the District when possible. The District may use a variety of procedures to assign work to Consultants.

2.2.1 Proposer Qualifications

The Proposing firm and each subconsultant shall possess a minimum of seven (7) years of experience providing the services requested in this RFP to public sector clients.

2.2.2 Personnel Qualifications

Personnel qualifications are listed above under the description of each position.

2.3 Equipment to be Provided by Consultant

The Consultant employees providing service to the District shall have access to a computer with internet connection and shall carry a cell phone with them at all times to communicate with project personnel, and to use to send emails and use apps, as requested by the District. The District may also require Consultant personnel to carry a laptop with a cellular internet connection and Wi-Fi capability to access web based software systems used by the District and to otherwise communicate with project personnel. The computer/laptop shall have the Microsoft Office suite as well as Adobe Acrobat and Bluebeam PDF software. The District use a variety of other software to manage construction projects and documents. This includes but is not limited to: Primavera Unifier and OneDrive/Sharepoint. The District will provide training to Consultant personnel for use of this software.

The Consultant employees shall provide their own transportation and standard personal safety equipment for construction sites. The District will provide any specialty safety equipment that may be required for the project, like harnesses for confined space entry. Consultant employees shall comply with all applicable aspects of the District’s safety procedures and the Contractors’ accepted Health & Safety Plans.

3. PROPOSAL SCHEDULE

The following is a tentative schedule for receipt, review and finalization of the RFP.

July 11-18, 2023	Issue RFP
August 16, 2023	Receive Proposals
September 13, 2023	Select Consultants
October 13, 2023	Issue Agreement

4. ELEMENTS OF THE PROPOSAL

The Proposal shall include the following in PDF format:

4.1 Cover Letter & Disclosure Statement

Proposer shall furnish a cover letter identifying the complete contents of the submitted Proposal signed by an officer, or officers, who are authorized to execute legal documents on behalf of the Proposer. The Proposer shall identify all known potential conflicts of interest.

4.2 Statement of Qualifications for the Proposer

4.2.1 History and description of the Proposer and each Subconsultant, including scope of services to be provided by each firm, qualifications of the firm and number of employees available to perform work related to this RFP, location of offices and clients served.

4.2.2 Describe each firm's experience providing each type of service requested in the RFP, to owners in support of public works construction projects. Provide a list of similar projects performed by each firm over the past five (5) years, including the client for each. Provide the names of references from at least three (3) different public sector clients for which each firm has performed such work over the past three (3) years. Each reference should include a contact person, their title, company name, email address, address and telephone number.

4.2.3 Include a list of exceptions to the technical scope and requirements of this RFP. If not excluded in the list of exceptions, this RFP is assumed to be acceptable in its entirety. The District reserves the right to accept listed exceptions when deemed to be in the best interest of the District.

4.3 Individual Qualification Information

Provide the qualifications of least three (3) people in each job category (Construction Manager, Project Scheduler and Project Estimator). Provide at least two (2) professional references for each person, preferably from a public sector client who they have performed work for within the past three (3) years.

4.4 Cost Information

Provide the following cost information in a separate, sealed envelope.

All the hourly rates shall include the Proposer's overhead, profit and all other costs that are not specifically defined as Indirect Reimbursables under Section 4.4.2 of this RFP.

4.4.1 Hourly Rates: Provide hourly rates, including premium time rates if any, for all personnel classifications included in this RFP.

4.4.2 Indirect Reimbursables and Other Costs Not Covered by the Hourly Rates: The Proposal must clearly define which specific costs are not covered by the Proposer's hourly rates for which it expects reimbursement from the District. This may include costs such as mileage, equipment, computer hardware and software, office

supplies, reproduction and printing costs. The Proposal shall also clearly define any other costs not included in the hourly rates. All costs not separately and specifically defined as Indirect Reimbursables or other costs in the Proposal will be assumed to be included in the Proposer's hourly rate.

Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing wage rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, for each craft or type of worker needed to execute field work contemplated under this agreement, as ascertained by the Director of the Department of Industrial Relations, shall be paid to all workmen performing field work on said work by the Consultant or any Subconsultant. The listing of said general prevailing wage rates is available at the State of California Department of Industrial Relations web site (www.dir.ca.gov).

One existing District's project, the JWPCP Effluent Outfall Tunnel, is subject to a Project Labor Agreement (PLA). If the Consultant is required to perform any work on this project, this work will be subject to the PLA requirements, as listed in Attachment 2 to this RFP.

4.5 Statement of Insurance

The Proposal shall include a statement that the Consultant meets or is capable of meeting the insurance requirements specified in this RFP.

4.6 Submittal of Proposal

4.6.1 Three (3) complete bound hard copies and one (1) electronic PDF file of the Proposal shall be addressed to the following contract administrator:

Russell Vakharia
Carson Field Office
Construction Management Section
Los Angeles County Sanitation Districts
24501 South Figueroa Street
Carson, CA 90745

Email: rvakharia@lacsdsd.org

4.6.2 Proposals must be received by the District, at the address listed above, no later than 11:00 a.m. PDT on August 16, 2023. The District will not accept late or incomplete proposals. It is the sole responsibility of the Proposer to see that its proposal is properly received by the District before the submission deadline.

4.6.3 Questions concerning the RFP shall be addressed to Russell Vakharia at rvakharia@lacsdsd.org or (310) 830-8050, extension 5820.

5. EVALUATION OF PROPOSAL

5.1 Selection Process

5.1.1 Proposals will be uniformly evaluated by the District and ranked based upon which Proposals best meet the requirements of this RFP.

- 5.1.2 After ranking, some or all Proposers may be interviewed. Proposers selected for interviews may have their scores modified as a result of information obtained in interviews. The District will determine which Proposer personnel should attend the interview.
- 5.1.3 The District will attempt to negotiate a contract with the highest ranked Proposers. If the District is unable to reach agreement with a particular Proposer, the District will formally terminate negotiations and negotiate with the next-highest ranked Proposer. Once negotiations with a Proposer have been terminated, the District will not negotiate further with that Proposer.

5.2 Selection Criteria

The District will select Consultants that collectively provide the best team and service to perform the anticipate range in scope of work discussed in this RFP. Some key criteria to be used in evaluating Proposals are:

- 5.2.1 Experience and qualifications of the Proposer in successfully providing similar services, particularly to public agencies in the Southern California area, including the District. The District prefers a Proposer that has a major presence in the vicinity of Los Angeles County.
- 5.2.2 Experience and qualifications of personnel available to be assigned to District's projects.
- 5.2.3 The ability of the Proposer to provide additional personnel or replacement personnel in a timely manner, if so required.

ATTACHMENT 1

ATTACHMENT – TERMS & CONDITIONS

Los Angeles County Sanitation Districts **Request for Proposals for On-Call Construction Management Services**

The Consultant shall perform the Work in accordance with, at a minimum, this Request for Proposals (RFP), including the following terms and conditions:

1.0 Agreement

The RFP, the successful Proposal, and any written changes or amendments will represent the entire Agreement between the parties and will supersede all prior written or oral representations, discussions, and agreements.

1.1 Obligations, Duties and Responsibilities of Consultant and of the District

1.1.1 Scope of Services by Consultant: The Consultant shall provide the services as set forth in the Agreement.

1.1.2 Responsibilities of the District: The District will perform functions as set forth in the Agreement.

1.1.3 Legal Relationship: The legal relationship between the Consultant and the District is that of an independent contractor, and nothing in the Agreement will make Consultant or Consultant's employees, employees of the District. Consultant shall pay all salaries, wages, benefits, employer social security taxes, unemployment insurance taxes, and all other federal and state payroll taxes relating to employees, and shall be responsible for withholding all required taxes. As such, Consultant's employees are not entitled to California Public Employees Retirement System (Cal PERS) benefits or any other benefit to which employees of the District may be entitled. Consultant shall defend, hold harmless, and indemnify the District from and against any and all claims, demands, liability or loss, including but not limited to fees, taxes, or penalties arising out of or related to Consultant's failure to comply with the provisions of this Agreement with the District. Consultant's employees are employed by Consultant to exercise their judgment based upon their education, experience, and expertise in performing Work for the Consultant on behalf of the District. The District will not control the manner or method of the Work performed by the Consultant's employees.

1.1.4 Standard of Care: The standard of care applicable to the Consultant's Work shall be the degree of skill and diligence normally employed by consultants performing the same or similar Work at the time and location said Work is performed. Consultant shall re-perform any Work not meeting this standard without additional compensation.

1.1.5 Functions of the District: The District will furnish the Consultant with reports and other data pertinent to the Consultant's duties.

1.2 Compensation for Services

1.2.1 All work will be performed on a time and material basis, unless otherwise requested by the District.

- 1.2.2 Standard Procedure: On a monthly basis, the Consultant shall submit an application for payment, along with backup information requested by the District, in a format defined by the District. The backup information will include a detailed breakdown of work hours and construction project, along with the cost and a description of all other reimbursable expenses incurred. Any reimbursable expenses must be documented with receipts and invoices.

1.3 Term

- 1.3.1 The Agreement will remain in effect until the funds allocated are exhausted, or as otherwise terminated by the District, as described in the RFP.
- 1.3.2 Performance of the Work will commence upon the issuance of an executed Agreement to Consultant by the District.
- 1.3.3 The Consultant shall perform its Work in a timely manner. Time is expressly declared to be of the essence of this Agreement.

1.4 Termination

The District will have the right to terminate the Agreement with or without cause following the District's written notice to the Consultant of the District's election to terminate. The Consultant shall suspend Work immediately after receiving a notice of termination from the District, and the Consultant shall submit an invoice to the District for any balance due the Consultant for the performance of the Work through the date of its receipt of the District's termination notice. The Consultant shall, within three days after receiving the termination notice, return to the District all materials associated with the Work. The Consultant will not be entitled to payment for any outstanding balance due until it returns all Work-related materials to the District.

In the event of termination by the District without cause, the District shall compensate the Consultant for all agreed-upon services performed and costs incurred for which the Consultant had not been compensated up to and including the effective date of termination. In the event of termination for cause, the rights and obligations of the parties will be determined in accordance with applicable principles of law and equity.

The Consultant may terminate the Agreement in the event that the District substantially fails to perform the Agreement through no fault of the Consultant. No termination for cause by the Consultant will be effective unless:

- 1.4.1 The District is given not less than seven (7) calendar days written notice (delivered by certified mail return receipt requested) of the Consultant's intent to terminate; and,
- 1.4.2 The District is given an opportunity to consult with the Consultant before the seven (7) calendar day notice period has elapsed.

Late payment by the District of approved invoices will not constitute a substantial failure to perform unless the District has received written notification of overdue payment and payment is not made within thirty (30) days after the District receives such notification.

1.5 Insurance

The Consultant shall secure and maintain until the completion of the Work such insurance as will protect it and the District in such a manner and at such amounts as set forth below. The premiums for said insurance coverage shall be paid by the Consultant.

The Consultant shall furnish to the District certificates of insurance and endorsements verifying the insurance coverage as required by this Agreement no later than seven (7) calendar days after Consultant executes this Agreement. The District reserves the right to require Consultant to provide the District with complete and accurate copies of all insurance policies required under this Agreement.

The insurance policies certified for compliance with this Agreement shall include the following provisions or have them incorporated by endorsements:

Coverage provided by the Consultant's policies shall be primary coverage, with the exception of Professional Liability and Workers' Compensation. The District shall receive thirty (30) days prior written notice of a policy cancellation or reduction in coverage.

The Consultant shall provide insurance coverage through insurers that meet the following terms:

As a minimum, insurers shall have Best's Rating of "A" and Financial Size Category (FSC) of "X" in accordance with the Current Guide to Best's Ratings published by A.M. Best Company, Inc.

The insurance provided under this Agreement shall include policies providing coverage to include each of the requirements set forth below in amounts that meet or exceed the minimums set forth herein:

- 1.5.1 Workers' Compensation: The Consultant shall maintain Workers' Compensation Insurance as required by law in the State of California and Employers' Liability Insurance (including disease coverage) in an amount not less than \$1,000,000 per occurrence. This insurance shall also waive all right to subrogation against the District, its' employees, representatives and agents.
- 1.5.2 General Liability: The Consultant shall maintain general liability insurance including provisions for contractual liability, independent contractors, and broad form property damage coverage. This insurance shall be on a commercial, occurrence basis form with a standard cross liability clause or endorsement. The District must be named as Additional Insured and Waiver of Subrogation. The limit for this insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage.
- 1.5.3 Automobile Liability: The Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance must have an endorsement naming the District as additional insured and with a standard cross liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

1.5.4 **Professional Liability:** The Consultant shall maintain professional liability insurance with coverage for wrongful acts, errors or omissions committed by Consultant in the course of the work performed for the District under this Agreement. This insurance shall cover for liability assumed under this Agreement when such liability is caused by Consultant's negligent acts, errors or omissions. The limit for this insurance shall not be less than \$3,000,000 per claim, \$3,000,000 aggregate, on a claims-made basis. The effective dates for this insurance shall start within seven (7) calendar days after the District's Board of Directors approves award of a purchase order, and shall be valid for five (5) calendar years beyond completion of this Agreement.

1.6 Ownership of Documents

All reports as well as all schedules, drawings, specifications, electronic files, plans, studies, memoranda, presentation aids, and other documents assembled or prepared by the Consultant, or furnished to the Consultant in connection with the Work are the property of the District. The Consultant shall not make copies of said documents or files available to any individual or organization without the prior written consent of the District. Any preliminary or working drafts, electronic files, notes, or inter-agency or intra-agency memoranda which are not expected to be retained by the Consultant or District in the ordinary course of business will be exempt from disclosure to any public entity under provisions of the Public Records Act.

1.7 Access to Work and Records

The Consultant shall provide the District, or any authorized representative of the District, with access to the Work whenever it is in preparation or in progress. Consultant shall provide proper facilities for such access and inspection.

The District, or any authorized representatives of the District, will have access to any books, electronic files, documents, papers and records of the Consultant that are pertinent to Work being performed for the District for the purpose of performing audits, examinations, excerpts, and transcriptions.

The Consultant shall maintain and make available for reasonable inspection by the District accurate and detailed records of its costs, disbursements and receipts with respect to items forming any part of the basis for billings to the District. Such inspections may be made during regular office hours at any time until one year after the final payment under this Agreement is made.

1.8 Personnel Assignment

The replacement of personnel who are performing to the satisfaction of the District is strongly discouraged. During the term of the Agreement, any replacement of the Consultant's personnel may not be made without the prior written approval of the District.

The District may request a change in the assignment of the Consultant's personnel. The Consultant agrees to change personnel to the satisfaction of the District within seven (7) calendar days of its receipt of written notice from the District requesting the personnel change.

1.9 Delegation

The Chief Engineer and General Manager or his or her designee is authorized to undertake any action he or she deems appropriate to carry out the purposes of this Agreement and to exercise any discretionary authority conferred on the District.

1.10 Compliance

The selected Consultant shall abide by and obey all applicable Federal, State, and local laws, rules, regulations and ordinances.

1.11 Government Laws and Requirements

This Agreement shall be governed and construed in accordance with the laws of the State of California. The venue for any action relating to the performance of this Agreement will be the Superior Court of the County of Los Angeles, State of California.

1.12 Severability

Should any provision of this Agreement be found or deemed to be invalid, it shall be construed as not containing such provision, and all other provisions that are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

ATTACHMENT 2

**JOINT WATER POLLUTION CONTROL PLANT EFFLUENT OUTFALL TUNNEL
PROJECT LABOR AGREEMENT**

BY AND BETWEEN

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS



Converting Waste Into Resources

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Approved Drug and Alcohol Testing Policy

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Attachment "E" – Applicable Master Labor Agreements and
Construction Trade Unions Contact Information

PROJECT LABOR AGREEMENT

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

INTRODUCTION AND FINDINGS

WHEREAS, the successful timely completion of the Joint Water Pollution Control Plant Effluent Outfall Tunnel Project is of the utmost importance to the District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other craft labor organization which is signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; 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 Contractors 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 Parties to this Agreement acknowledge that the construction of the Project is important to the development of the County of Los Angeles, its residents, and the region as a whole; and

WHEREAS, The District is committed to serving and creating economic opportunity in the communities that will be impacted by the construction activities by supporting the development and employment of increased numbers of construction workers from among the residents of these communities; and

WHEREAS, the Contractors and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractors, and further, to encourage close cooperation among the Contractors, and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of public works construction law; and

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

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

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

ARTICLE I: PURPOSE

The purpose of this Agreement is to provide a framework to facilitate the project delivery schedule and to address the special needs of County Sanitation District No. 2 of Los Angeles County ("District"), the Prime Contractor, the subcontractors and the building and construction tradespeople performing work associated within the scope of the Project herein described.

This Agreement is intended to support the scheduling and financial commitments of the District, by providing for a readily available pool of skilled craft construction workers, with the use of multiple shifts, the full utilization of apprentices and to minimize potential overtime concerns, as major construction activity occurs in this tightly confined work environment.

In recognition of the special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, this Agreement will permit the District to maximize economies of operations through the use of uniform workplace rules and procedures applicable to all employers and employees while also avoiding costly delays on Project work due to contractor lockouts, industry-wide job stoppages, strikes, sympathy strikes, work stoppages, picketing, slowdowns, labor disputes or other interference with work.

This Agreement has been developed to facilitate the utmost timely, efficient and cost effective completion of the Project, to ensure that the Project is within the designated schedule and budget, which is of vital importance to the District and the public.

ARTICLE II: DEFINITIONS

2.1 "Agreement" means this Project Labor Agreement.

2.2 "Apprentice" means those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

2.3 "Board" means the Board of Directors of the County Sanitation District No. 2 of Los Angeles County.

2.4 "District" means County Sanitation District No. 2 of Los Angeles County.

2.5 "Committee" means Joint Administrative Committee as described in Article XI of this Agreement.

2.6 "Construction contract" means any of the contracts for construction of the Project.

2.7 "Contractor" means the Prime Contractor, the Project Labor Coordinator (in the event it performs work covered by this Agreement), and all subcontractors and owner operators of any tier, with respect to the construction of any part of the Project.

2.8 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the Project Labor Coordinator and the Council, before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement.

2.9 "Local Hiring Requirement" means the Local Resident and Transitional Worker hiring targets as referenced in Article VIII of this Agreement.

2.10 "Local Resident" and "Transitional Worker" are defined in Article VIII.

2.11 "Master Labor Agreement" or "MLA" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

2.12 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as described in Article XIII of this Agreement.

2.13 "Prime Contractor" means the individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise that has entered into a contract with the District to construct the Project.

2.14 "Project" means the District's Joint Water Pollution Control Plant (JWPCP) Effluent Outfall Tunnel Project, as is more particularly described in Section 3.2 of this Agreement.

2.15 "Project Labor Coordinator" means an independent third-party individual or entity with whom the District enters into a contract to facilitate implementation of this Agreement.

2.16 "Council" means the Los Angeles/Orange Counties Building and Construction Trades Council (LA/OCBCTC).

2.17 "Union(s)" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions and any other craft 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.

2.18 "Veteran Worker" means any person who has served in the armed forces of the United States as demonstrated by a valid Form DD214.

ARTICLE III: SCOPE OF AGREEMENT

3.1 Parties: This Agreement shall apply and is limited to all Contractors performing

construction on the Project, the District and the Unions.

3.2 Project Defined: This Agreement shall apply and is limited to the demolition, construction, tunneling, alteration, installation, and expansion of approximately seven miles of 18-foot internal diameter tunnel and all appurtenant work, using a Tunnel Boring Machine (TBM) and precast concrete segmental lining; construction of a junction structure (JS-1) to connect the existing Secondary Effluent Pump Station (SEPS) Force Main located at the JWPCP to the proposed Connection A; construction of a 14-foot diameter concrete pipe (Connection A) approximately 270 feet long from the JS-1 to the shaft for the 18-foot ID tunnel (JWPCP Shaft); construction of a shaft for the 18-foot ID tunnel, located to the south of the JWPCP (JWPCP Shaft Site); construction of an 18-foot ID tunnel from the JWPCP Shaft to Royal Palms Beach; construction of a manifold structure (White Point Manifold Structure) at Royal Palms Beach to connect the proposed tunnel to the existing ocean outfalls; construction of a Valve Structure (VS-1) on the existing 12-foot diameter tunnel within the JWPCP; and construction of a Valve Structure (VS-2) on the existing 8-foot tunnel within the JWPCP, all as more fully described in the specification for the Project, performed by those Contractors of whatever tier that have contracts awarded for such work, all of which is hereinafter referred to as the "Project" or "Project Work."

The District has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. It is further understood by the parties that the District may at any time, and at its sole discretion, terminate, delay, suspend, remove, modify, or add to any and all portions or segments of the Project, at any time. Should any portion of the Project be terminated, delayed, suspended or removed, and subsequently built, such portions of the Project shall remain covered under the terms and conditions of this Agreement.

3.3 Master Labor Agreements:

3.3.1 The provisions of this Agreement, including the MLAs (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference and are available for review at the District's office), shall apply to the work covered by this Agreement. A list of those applicable MLAs is attached hereto as Attachment E. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Labor Agreement, neither the Prime Contractor nor the Contractor will be obligated to sign any other local, area, or national agreement: (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its Contractors sign the Participation Agreement with the appropriate Craft Union prior to the Contractor beginning Project Work.

The Project Labor Coordinator and the Council shall, prior to the commencement of work on the Project, agree upon the MLAs to be applicable for work covered by this Agreement.

3.3.2 Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all 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, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XII (Grievance and Arbitration Procedure) and Article XIII (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XII of this Agreement. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the grievance procedures established in this Agreement.

3.4 Exclusions:

3.4.1 The Agreement shall be limited to construction work on the Project, and is not intended to, and shall not apply to any construction work performed at any time prior to the effective date, or after the expiration or termination of the Agreement, or on other District projects.

3.4.2 The Agreement is not intended to, and shall not, affect or govern the award of contracts by the District, which are outside the approved scope of the Project.

3.4.3 The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related to the Project or not.

3.4.4 Items specifically excluded from the scope of this Agreement include the following:

(a) Work performed by non-manual employees, including but not limited to: superintendents; supervisors; assistant supervisors; staff engineers; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, information technology, community relations, public affairs, environmental compliance, supervisory, and management employees.

(b) Work on equipment and machinery owned or controlled and operated by the District for work that is not covered by the scope of this Agreement.

(c) All off-site manufacture, fabrication, and handling of materials, equipment or machinery (except at dedicated lay-down or storage areas, such as fabrication yards or assembly plants located at or adjacent to the Project site that are integrated with and set up for the purpose of servicing the Project rather than the public generally).

(d) Any work performed on or near or leading to or onto the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public or private utilities or their contractors; and/or by the District or its contractors (for work which is not part of the Project).

(e) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee or the on-site supervision of such work after initial installation by the Unions.

(f) Laboratory for specialty testing or inspections.

(g) Non-construction support services contracted by the District or Contractor in connection with this Project.

3.4.5 This Agreement shall not apply to District employees or professional consultants working directly for the District, or to such consultants retained or contracted whose employees do not perform the work of craft employees covered by this Agreement. Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

3.4.6 The Agreement shall not apply to employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement.

3.4.7 This Agreement shall not apply to off-site maintenance of owned or leased equipment or to on-site supervision of such work.

3.4.8 Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. The nature of such equipment and systems, together with requirements of the manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work or the warranty requires the work to be performed by the employees of a manufacturer or a contractor designated by the manufacturer. If a warranty on the original equipment manufacturer's (OEM's) or vendor's

specialty or technical equipment or systems purchased by the District requires that the installation of such specialty or technical equipment or system be performed by the OEM's or vendor's own personnel, then such installation may be performed by the OEM's or vendor's own personnel. The Prime Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the OEM's or vendor's own personnel, to the affected Union. When the warranty does not require installation by the OEM's or vendor's own personnel, the Unions agree to perform and install such work under the supervision and direction of the OEM's or the specialty vendor's representative.

3.4.9 This Agreement shall not apply to work that is immediately necessary to repair a unit or piece of equipment as the result of an emergency, Act of God, or other sudden unexpected events outside of the District's or Contractor's control.

ARTICLE IV: EFFECT OF AGREEMENT

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

4.2 The District, the Prime Contractor, and Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement.

4.3 All Contractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment "A" hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to the subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

4.4 This Agreement shall only be binding on the signatory Contractors hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any signatory to this Agreement or the Letter of Assent, unless signed by such parent, affiliate, subsidiary, division or venture of such company.

4.5 Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any Contractor before the effective date of this Agreement or which may be performed by the District for its own account on the property or in and around the construction site.

4.6 It is understood that the liability of the District, the Contractor, the Project Labor Coordinator, and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District, Prime Contractor, Project Labor Coordinator, and any Contractor.

ARTICLE V: WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

5.1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of applicable MLAs, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes or disputes directed at contractors exempt from coverage pursuant to this Agreement) by the Union(s) or employees at the Project site and there shall be no lockout of any kind by the Contractor. Failure of any Union or Contractor employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site is a violation of this Article.

5.2 No Union shall sanction, aid or abet, encourage or continue any activity in violation of Section 5.1 of this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which violate this Article will be subject to discharge and will not be eligible for rehire under this Agreement for a period of 180 calendar days.

The Union shall use its best efforts to obtain immediate compliance with this Article by employees it represents but shall not be held liable for conduct by employees for which it is not responsible.

5.3 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

- (a) fails to timely pay its weekly payroll; or
- (b) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable MLAs.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Union will meet within a five-day period, after the written notice of such failure to pay was sent, to attempt to resolve the dispute with the applicable Contractor, Prime Contractor and/or the Project Labor

Coordinator. Upon the payment of the delinquent Contractor of all monies due and then owing for wages, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least thirty (30) days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Union, Contractor, Prime Contractor and Project Labor Coordinator will meet within ten (10) days following receipt of the written notice to attempt to resolve the dispute. Upon payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work. Nothing in this section should be construed to prevent the union having jurisdiction over the involved work from submitting a grievance under the procedures of Article XIII for any alleged or actual violations of Article IX or referring the alleged or actual prevailing wage violation to the Project Labor Coordinator and/or State Labor Commissioner for review and enforcement, in accordance with Section 9.4.4 of this Agreement.

5.4 Expiration of MLAs: If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 5.1 above as a result of the expiration of any such agreement(s) having application on the Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

5.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

5.4.2. Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactivity provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed within six months of the MLA expiration date and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and

new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the District, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

5.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 5.4.1 and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 5.4.2. To decide between the two options, Contractors will be given one week after the applicable MLA has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 5.4.1 whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the retroactivity option offered under paragraph 5.4.2.

5.5 Expedited Arbitration will be utilized for all work stoppages and lockouts. Any party, including the District, Prime Contractor and Project Labor Coordinator, whom the parties agree are parties in interest for purposes of this Article, may institute the following procedure, in lieu of or in addition to any other contractual procedure or any action at law or equity, when a breach or violation of this Article V is alleged to have occurred:

5.5.1 If the Contractor contends that any Union has violated this Article, it will serve written notification upon the Business Manager of the Union(s) involved, advising him of the fact, with copies of such notice to the Prime Contractor, the Project Labor Coordinator and the Council. The Business Manager will immediately instruct, order and use the best efforts of his office to cause any violation of this Article to cease.

5.5.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor, Prime Contractor, and Project Labor Coordinator, setting forth the facts which the Union contends violates this Article, at least twenty-four (24) hours prior to invoking the procedures set forth in Section 5.5. It is agreed by the parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor in the normal course of its business, nor does it include the Contractor's decision to terminate or suspend work on the Project or any portion thereof for operational or special circumstances.

5.5.3 The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. John Kagel
2. Louis Zigman
3. Walter Daugherty
4. Thomas Pagan

5. Wayne Estes

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. Sara Adler
2. Michael Prihar
3. Michael Rappaport

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by hand delivery, overnight mail, facsimile, or email to the party alleged to be in violation and to the Council and involved Union if a Union is alleged to be in violation and will be deemed effective upon receipt.

5.5.4 Upon receipt of notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

5.5.5 The Arbitrator, with the assistance of the Project Labor Coordinator if necessary, shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Contractors and Unions alleged to be involved; however, notice to the Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. The 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 a hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

5.5.6 The sole issue at the hearing shall be whether or not a violation of Section 5.1 or 5.2 has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued 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 decision shall be served on all Parties by hand or registered mail upon issuance. If the arbitrator determines that a work stoppage has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved

does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the District, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than five thousand dollars (\$5,000) per shift, nor more than twenty thousand dollars (\$20,000) per shift.

5.5.7 Such decision shall be final and binding on the parties to the dispute and 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 decision as issued under Section 5.5.6, 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 of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or delivered by registered mail.

5.5.8 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

5.5.9 The fees and expenses incurred in arbitration shall be divided equally by the arbitration's initiating and responding parties.

5.5.10 The procedures contained in Section 5.5 shall be applicable to alleged violations of Article V to the extent any conduct described in Section 5.1 or 5.2 occurs on the Project. Procedures contained in Article XII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 5.1 or 5.2 may resort to the grievance procedures of Article XII to determine only whether or not the employee was, in fact, engaged in that violation. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Article V, shall be resolved under the applicable grievance adjudication procedures.

ARTICLE VI: NO DISCRIMINATION

6.1 The Contractors and Unions agree not to engage in any form of unlawful discrimination on the ground of, or because of, race, religion, national origin, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Project.

6.2 Any employee covered by this Agreement who believes he/she has been unlawfully discriminated against, in violation of section 6.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE VII: UNION SECURITY

7.1 The Contractors recognize the Unions as the sole and exclusive collective bargaining representative for all employees engaged in Project Work. The Parties acknowledge that the collective bargaining relationship established between any Contractor and Union is a “pre-hire” relationship permitted by Section 8(f) of the National Labor Relations Act, except that this provision does not change any pre-existing Section 9(a) collective bargaining relationship that exists between any Contractor and Union parties to this Agreement.

7.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory union.

ARTICLE VIII: REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor working within their respective jurisdictions on the Project.

8.2 The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, which shall not be in conflict with this Agreement or the applicable Master Labor Agreements.

8.3 For Unions now having a job referral system in their Master Labor Agreement, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral systems will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations, which require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof.

8.3.1 The Contractor may reject any referral for any lawful nondiscriminatory reason, provided the Contractor complies with any reporting pay requirements under the California prevailing wage law; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

8.4 In the event that Unions are unable to fill any request for employees within forty-eight (48) hours after such written request is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall refer the applicant to the Union for registration and dispatch to the Project prior to the commencement of work on the Project by such applicant.

8.5 Except as required by law, the Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

8.6 The parties recognize the District's interest in promoting competition by allowing Contractors that may not have previously had a relationship with the Unions signatory to this Agreement to participate in this Project. To ensure that such Contractors will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to the current Master Labor Agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the Union will honor, referral of persons who have registered with the appropriate Union for Project work and who meet the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior four (4) years;
- (3) were on the Contractor's active payroll for at least sixty (60) working days out of the last one-hundred (100) working days immediately prior to the contract award to the Contractor;
- (4) have the ability to perform safely the basic functions of the applicable trade; and
- (5) who has been a Local Resident, as defined in this Article, for one hundred (100) consecutive days immediately prior to the contract award to the Contractor.

8.6.1 The Union will refer to such Contractor first a core employee, as described above, then an employee through a referral from the appropriate Union hiring hall out-of-work list for the affected trade or craft, then a second core employee, then a second employee through the referral system, and so on until such Contractor's crew requirements are met or until such Contractor has hired five (5) core employees per craft, whichever occurs first. Thereafter, all

additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for a Contractor with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision does not apply to contractors which are directly signatory to one or more of the Master Labor Agreements and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

8.6.2 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the core employee's qualification as a core employee to the Project Labor Coordinator and the Council.

8.7 In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project Work, and to ensure the project creates a positive economic impact on the District's service area, the project area and other transitional communities within Los Angeles County, the parties agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit, and the Contractors shall hire, sufficient numbers of skilled craft Local Residents, Veterans and Transitional Workers for Project Work. The following percentages shall be the minimum targeted hiring participation levels for the Project:

8.7.1 At least 30 percent of the total craft work hours shall be performed by Local Residents and Veterans. A Local Resident is defined as someone whose primary residence is within the Tier 1 or Tier 2 zip codes listed in Attachment D. A Veteran also qualifies as a Local Resident regardless of the location of their primary residence.

8.7.2 At least 10 percent of the total craft work hours shall be performed by Transitional Workers. The Contractor will cooperate with the Project Labor Coordinator to verify the status of Transitional Workers before they are counted toward the 10 percent hiring target. Craft hours worked by verified Transitional Workers shall also be counted in the attainment of the minimum targeted hiring participation levels in Section 8.7.1. A Transitional Worker is defined as someone whose primary residence is within the Tier 1 or Tier 2 zip code list and meets one or more of the following criteria:

- (a) Being a Veteran (Veterans qualify as a Transitional Worker regardless of the location of their primary residence)
- (b) Having a documented history of involvement in the criminal justice system
- (c) Being homeless
- (d) Emancipated from the foster care system

- (e) Receiving public assistance
- (f) Lacking a GED or high school diploma
- (g) Being a single custodial parent
- (h) Being an apprentice with less than 15 percent of the apprenticeship hours required to graduate to journey level
- (i) Household income is less than 200 percent of the Federal Poverty Level.

8.7.3 As listed in Attachment D, Tier 1 zip codes represent impacted communities within a 10-mile radius of the Project. Tier 2 zip codes represent all other communities inside the Joint Outfall System Service Area and zip codes within Los Angeles County where the average percentage of households living below 200 percent of the Federal Poverty Level is greater than the County average for such households.

8.7.4 The Contractors agree to request, and the Unions agree to dispatch applicants for Project Work as follows: first, Local Residents and Transitional Workers from the Tier 1 zip codes and Veterans. If Local Residents, Transitional Workers and Veterans are not available from the Tier 1 zip codes, then second, Local Residents and Transitional Workers from the Tier 2 zip codes and Veterans shall be requested by the Contractor and dispatched by the Unions. If the Unions cannot provide the Contractors with a sufficient number of Local Residents, Transitional Workers and Veterans residing within the Tier 1 or Tier 2 zip codes, then qualified workers residing within the remainder of the County of Los Angeles shall be referred.

8.7.5 The Project Labor Agreement Coordinator will monitor and report workforce data regarding the attainment of the targeted hiring participation levels and provide such reports to the Council and the Prime Contractor no less frequently than monthly. The reports will include, but not be limited to, workforce participation data for Tier 1, Tier 2, Transitional Workers, Veterans and County of Los Angeles residents. Hours worked by residents of states other than California shall not be included in calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

8.8 To facilitate the dispatch of Local Residents, Transitional Workers and Veterans, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for the Project, a sample of which is attached as Attachment "C." When Local Residents, Transitional Workers and Veterans are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. The Project Labor Coordinator shall be copied on all Craft Employee Request Forms at the time of the request for dispatch and will monitor compliance with the referral process.

8.9 The parties recognize the abundance of construction activity currently underway and upcoming for the duration of the Project in Los Angeles County. In order to ensure a sufficient supply of qualified and skilled craft labor for the Project, the Unions, Contractors and Project Labor Coordinator will exert their best efforts to recruit and identify Local Residents, Veterans, and Transitional Workers and to assist these individuals in qualifying and becoming eligible for joint labor-management apprenticeship programs. The Project Labor Coordinator will work with the Unions and Contractors to partner and cooperate with joint labor-management apprenticeship

readiness programs utilizing the Council's Multi-Craft Core Curriculum (MC3). The unions agree to give preferential entry to their affiliated State-approved joint labor-management apprenticeship programs for successful graduates of MC3 apprenticeship readiness programs approved by the Council. These MC3 apprenticeship readiness programs include, but are not limited to, the Los Angeles Community College District and Long Beach City College.

8.10 The Contractors and the Unions wish to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Parties will use best efforts to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as resources for preliminary orientation, assessment of construction aptitude, referral to joint labor-management apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

8.11 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on the Project and of joint labor-management apprenticeship and employment opportunities for the Project and to conduct reasonable outreach, in good faith, to ensure Veterans know about Project employment opportunities. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience. Contractors shall track the hiring and retention of Veteran Workers hired for the Project. Contractors shall collect the tracking information from all sources and shall submit bi-annual reports to the District and the Council.

ARTICLE IX: WAGES AND BENEFITS

9.1 Wages. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Labor Agreements) shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in accordance with the then current Master Labor Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. The Contractors agree to recognize and put into effect such increases in wages as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Labor Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and the date on which they become effective.

9.2 All employees covered by this Agreement may be paid by check, paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

9.3 Benefits.

9.3.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA. Nothing in this Article is intended

to relieve the Contractors of the obligation to comply with the applicable prevailing wage requirements. If there is a discrepancy between the applicable prevailing wage rate and the MLA rates, the Contractor shall pay the higher rate to ensure compliance with both this Agreement and the applicable prevailing wage determination.

9.3.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

9.3.3 Contractors of whatever tier shall make regular and timely contributions required by Section 9.3.1 of this Article in amounts and on the time schedule set forth in the appropriate MLA. Delinquency in the payment of contributions is a breach of this Agreement. If a Contractor is delinquent with paying contributions in violation of the MLA, the Union or the Trust Fund shall provide notification to Project Labor Coordinator after efforts by the Union or the Fund to resolve the delinquency have been exhausted with the delinquent Contractor, and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Project Labor Coordinator will attempt to resolve the delinquency among the Contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the Prime Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent subcontractor, the Prime Contractor shall issue a joint check payable to the Fund and the subcontractor in the amount of the undisputed delinquency. In the case of a delinquent Prime Contractor or any Contractor, the Project Labor Coordinator shall notify the District of the delinquency and request the District to withhold, in an appropriate amount, any funds due and owing to the Prime Contractor. Pursuant to the announced commitment of the District, the Prime Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Prime Contractor and the Fund in the amount of any undisputed delinquency. All Contractors must certify to the Project Labor Coordinator that all benefit contributions due as required by this Agreement have been paid prior to the release of payment from the District.

9.3.4 The Project Labor Coordinator shall be responsible for monitoring the compliance of all Contractors with all Federal and state prevailing wage laws and regulations. All complaints regarding potential prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within 30 days of taking cognizance of the potential violation or complaint, the matter may be referred to the State Labor Commissioner by any party.

9.3.5 The Contractors agree to use the District-required online certified payroll system for the submission of certified payroll records and any other documents required by the District or Project Labor Coordinator related to labor compliance and compliance with this Agreement.

ARTICLE X: COMPLIANCE

10.1 All Contractors, Unions, and employees shall comply with all applicable federal and state laws, ordinances, and regulations, including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the District or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE XI: LABOR MANAGEMENT COOPERATION

11.1 The parties to this Agreement may establish a Joint Administrative Committee ("JAC") to monitor compliance with the terms and conditions of the Project and the Agreement. This Committee shall be comprised of the Project Labor Coordinator, and two (2) representatives selected by the District, and three (3) representatives of the signatory Unions, to be selected by the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The JAC shall meet as required to review the implementation of the Agreement and the progress of the Project and to attempt to reach solutions to problems and differences. Decisions of the JAC must be unanimously adopted in writing to become effective.

11.3 The JAC shall not review or discuss substantive grievances or disputes arising under Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Jurisdictional Disputes) or Article XII (Grievance Arbitration Procedure). Such grievances shall be processed pursuant to the provisions of those respective Articles.

ARTICLE XII: GRIEVANCE ARBITRATION PROCEDURE

12.1 The Parties hereby agree that all grievances and disputes that may arise concerning the application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), and Article XIII (Jurisdictional Disputes), shall be handled in accordance with the following procedures.

12.2 Grievances and disputes shall be settled according to the following procedures:

Step 1: The business representative of the Union involved shall first attempt to settle the matter by oral discussion with the particular Contractor's project superintendent no later than five (5) working days after the Union submitting the grievance first became aware of, or by the use of reasonable diligence should have been aware of, the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within five (5) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by

the grieving Union.

Step 2: If the matter is not resolved in Step 1, above, within five (5) working days after the oral discussion with the superintendent and the business representative of the Union involved, the written grievance shall be given to the Contractor involved and submitted to the Project Labor Coordinator for processing. The business manager of the involved Union or his designee shall meet with the involved Contractor and the Project Labor Coordinator within ten (10) working days after the written grievance was submitted to the Project Labor Coordinator. If the grievance remains unresolved, then the Union may, within ten (10) calendar days after meeting with the Contractor, by written notice to the Contractor and Project Labor Coordinator, submit the grievance to arbitration in accordance with the provisions as set forth below.

Step 3: After notice by any party of intent to submit a grievance to arbitration, the Project Labor Coordinator, in order, will select an Arbitrator listed under the Expedited Arbitration provisions of Article V, Section 5.5.3 of this Agreement. The decision of the Arbitrator shall be binding on the parties, provided, however, that the Arbitrator shall not have the authority to alter, amend, add to or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek judicial enforcement of the Award made by the Arbitrator, such action must be brought under Section 301 of the Labor Management Relations Act, as amended, and the prevailing party shall be entitled to receive its attorney's fees and costs.

12.3 Failure by either party to adhere to the time limits herein for meeting, discussing, or responding shall constitute a negative response and advance the grievance to the next step in the grievance procedure. Failure of the grieving party to raise, file, or appeal a grievance within the time provided shall render the grievance null and void.

12.4 Grievances, which are settled directly by the Parties to such grievance, shall not be precedent setting. The costs of the arbitrator shall be borne equally between the grieving Union and the affected Contractor.

12.5 Project Labor Coordinator shall be notified by the grieving party of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps. The Project Labor Coordinator shall be responsible for assisting the parties to the grievance with scheduling, meeting locations and facilitating resolution to the grievance. However, the Project Labor Coordinator is not responsible for ensuring the grievance time limits set forth above are adhered to.

ARTICLE XIII: JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE

13.1 The assignment of 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.

13.2 All Jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers 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 Contractors and Unions.

13.3 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, 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 Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 No Work Disruption Over Jurisdiction. All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

13.5 Pre-Job Conference. Each Contractor will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Council, the Project Labor Coordinator, and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Prime Contractor and all Contractors at a pre-job conference. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Project Labor Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and to the Project Labor Coordinator.

ARTICLE XIV: MANAGEMENT RIGHTS

14.1 The Contractor retains the full and exclusive authority for the management of its operations, as set forth in this Article, which shall not be in conflict with this Agreement or the MLAs. The Contractor shall direct the workforce at its sole prerogative, including but not limited to the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen and general foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

14.1.1 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractor, therefore, retains all legal rights not specifically covered by this Agreement or the MLAs.

14.2 There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work.

14.3 The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article XII of this Agreement.

14.4 The Contractor shall determine the number of employees required to perform the specific work activity, including the manning requirements and operation of equipment and vehicles in accordance with the prevailing wage laws. The Contractor may also require operators and drivers to be moved from one piece of equipment or vehicle to another, as job conditions require. The Contractor will in turn recognize the appropriate rate of pay for employees who are required to operate multiple equipment pieces or vehicles during the same workday.

14.5 The Contractor shall assign work in accordance with Article XIII. It is understood that the Contractor may use composite crews for certain work activities to achieve efficient production. The make-up of these composite crews shall reflect the percent of work traditionally done by each craft. When such circumstances exist, the Contractor shall, at a pre-job conference prior to implementation, discuss the work involved and the make-up of the crews. In the performance of the work, all employees will perform the work they are assigned.

14.6 In addition to the District's following rights, and other rights set forth in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights include, but are not limited to:

14.6.1 Inspect the Project to ensure that the Contractor follows applicable safety and other work requirements.

14.6.2 Require contractors to establish a different work week or shift schedule for particular employees as needed, to meet the operational needs of the Project.

ARTICLE XV: APPRENTICES

15.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force

in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Residents, Veterans and Transitional Workers to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, Contractors, the Project Labor Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the Unions. The Project Labor Agreement Coordinator will work with the Unions and Contractors to partner and cooperate with apprenticeship readiness programs utilizing the Council's Multi-Craft Core Curriculum (MC3). The unions agree to give preferential entry to their affiliated State-approved joint labor-management apprenticeship programs for successful graduates of MC3 apprenticeship readiness programs approved by the Council. These MC3 apprenticeship readiness programs include, but are not limited to, the Los Angeles Community College District and Long Beach City College.

15.2 Use of Apprentices

15.2.1 Apprentices used on Projects under this Agreement shall, to the extent permitted by law, be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

15.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices, unless an exemption has been approved by the Division of Apprenticeship Standards. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

15.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

15.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Project Labor Coordinator and the Council.

ARTICLE XVI: SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the state and the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in safe manner and to protect themselves and the property of the Contractor and the District.

16.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and the District. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

16.3 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while performing work on the Project site are prohibited. Accordingly, the parties agree that all Employers will utilize the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment "B" for all employees on the Project for all Employers. All Unions agree to comply with the requirements of the program subject to the grievance procedure contained in this Agreement.

ARTICLE XVII: SAVINGS CLAUSE

17.1 The Parties agree that in the event any article, provision, clause, sentence or work 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, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

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

17.3 If a court of competent jurisdiction determines 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, the Unions will no longer be bound by the provisions of Article V to the extent that such Contractor is no longer bound. The Unions and their members shall remain bound to Article V with respect to all other Contractors who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractors.

ARTICLE XVIII: UNION ACCESS AND STEWARDS

18.1 Access to Project Sites. Authorized representatives of the Unions shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with visitor, security, environmental, and safety rules. It is understood that because of heightened safety and security aspects of the Project, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site.

18.2 Stewards.

18.2.1. Each Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in the writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

18.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

18.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

18.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

18.3 Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor.

18.4 Personnel of the District will be working in close proximity to the construction activities. The Union agrees that the Union representatives, stewards and individual workers will not interfere with the District's personnel, or with personnel employed by any other employer not a party to this Agreement.

ARTICLE XIX: TERM

This Agreement shall be effective on JUN 14 2017 and shall terminate upon the District's acceptance of all Project work performed under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

Dated: JUN 14 2017

Dated: 6-5-17

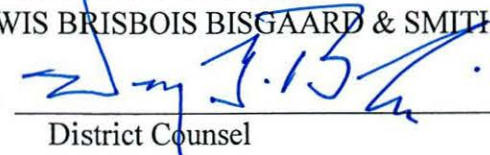
By: 
Chairperson

By: 
Ron Miller
Executive Secretary

ATTEST

By: 
Secretary

APPROVED AS TO FORM
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
District Counsel

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

District Council of Laborers

Electricians (Local 11)

Elevator Constructors (Local 18)

Gunitite Workers (Local 345)

Iron Workers (Reinforced - Local 416)

Iron Workers (Structural - Local 433)

Laborers (Local 1309)

Laborers (Local 300)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 250) *Glenn Senter (102)*

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 78)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

Sam Long
B. MATH

Debra Lee

Jack Alvarado

Armando E...

Man A

Ed...

Ed...

M...

Matthew...

Artiller...

Jorge...

Ronald...

Carl...

Dan...

Mark...

David...

David...

Rick...

...

Plaster Tenders Local (1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Southwest Regional Council of Carpenters

James Smith
Frank D. ...
Albert W. Hernandez
Tom Green
JT

ATTACHMENT A
COMPANY LETTERHEAD

Project Labor Coordinator

SUBJECT: LETTER OF ASSENT
Joint Water Pollution Control Plant Effluent Outfall Tunnel Project

Dear Mr./Ms. _____:

This is to certify that the undersigned Contractor/Employer has examined a copy of the Project Labor Agreement entered into by and between the County Sanitation District No. 2 of Los Angeles County and the Los Angeles/Orange County Building and Construction Trades Council and the signatory Unions dated _____. The undersigned Contractor/Employer hereby agrees to be a party to and to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such labor Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to Contract No. (Contract NO. or identifying description), and this Contractor/Employer shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement by signing an identical Letter of Assent.

This Letter of Assent shall become effective and binding upon the undersigned Contractor/Employer the _____ day of _____ and shall remain in full force and effect until this company has completed all of its work to be performed on the Project.

Sincerely,

(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

(Contractor's State License No.: _____)

cc: Los Angeles/Orange County Building and Construction Trades Council
County Sanitation District No. 2 of Los Angeles County

ATTACHMENT B

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Representative, subject to the approval of the individual applicant or employee, shall be permitted

to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward

on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

SIDE LETTER OF AGREEMENT TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT C

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

County Sanitation District No. 2 of Los Angeles County Project Labor Agreement (PLA) establishes a 30% minimum targeted hiring participation level for Local Residents and Veterans. A Local Resident is defined as someone whose primary residence is within the Tier 1 or Tier 2 zip codes listed in Attachment D. A Veteran also qualifies as a Local Resident regardless of the location of their primary residence. If qualified workers are not available from Tier 1 or Tier 2, then qualified workers residing in the remainder of the County of Los Angeles shall be referred. The PLA also establishes a 10% minimum targeted hiring participation level for Transitional Workers. A Transitional Worker is defined as someone whose primary residence is within the Tier 1 or Tier 2 zip code list and meets one or more of the following criteria: being a veteran, having a documented history of involvement in the criminal justice system, being homeless, emancipated from the foster care system, receiving public assistance, lacking a GED or high school diploma, being a single custodial parent, being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level, or household income is less than 200% of the Federal Poverty Level.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Veteran, Transitional Worker, or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT Zip Code: _____	Yes _____	No _____
RESIDENT OF THE REMAINDER OF THE COUNTY OF LOS ANGELES	Yes _____	Yes _____
VETERAN	Yes _____	No _____
TRANSITIONAL WORKER	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY
U.S. POSTAL SERVICE ZIP CODES

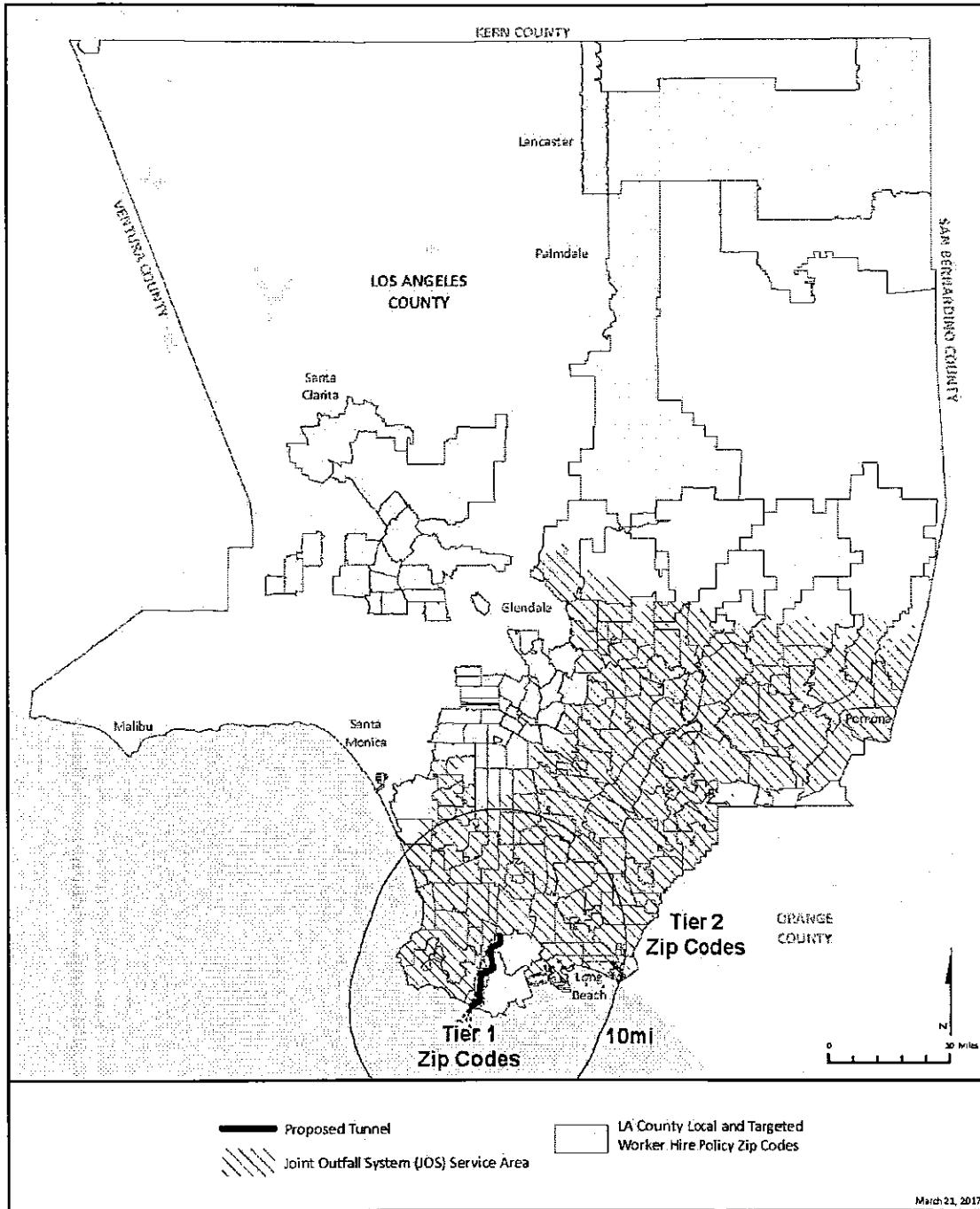
Tier 1 Zip Codes

90002	90003	90044	90047	90059	90061	90220	90221	90222	90245
90247	90248	90249	90250	90254	90260	90261	90262	90266	90274
90275	90277	90278	90303	90304	90501	90502	90503	90504	90505
90506	90706	90710	90712	90713	90717	90723	90731	90732	90744
90745	90746	90747	90755	90802	90803	90804	90805	90806	90807
90808	90810	90813	90814	90815	90822	90831	90840	90846	

Tier 2 Zip Codes

90001	90004	90005	90006	90007	90008	90010	90011	90012	90013
90014	90015	90016	90017	90018	90019	90020	90021	90022	90023
90026	90028	90029	90031	90032	90033	90037	90038	90040	90042
90043	90045	90056	90057	90058	90062	90063	90065	90071	90201
90240	90241	90242	90255	90270	90280	90301	90302	90305	90601
90602	90603	90604	90605	90606	90623	90630	90631	90638	90639
90640	90650	90660	90670	90701	90703	90715	90716	91001	91006
91007	91008	91010	91011	91016	91020	91024	91030	91101	91103
91104	91105	91106	91107	91108	91125	91126	91204	91205	91303
91306	91321	91324	91331	91340	91342	91343	91352	91401	91402
91405	91406	91411	91502	91601	91605	91606	91702	91706	91710
91711	91722	91723	91724	91731	91732	91733	91740	91741	91744
91745	91746	91748	91750	91754	91755	91765	91766	91767	91768
91770	91773	91775	91776	91780	91789	91790	91791	91792	91801
91803	92821	93534	93535	93550	93591				

Attachment D Local Hire Figure



ATTACHMENT E
APPLICABLE MASTER LABOR AGREEMENTS

1. Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of Heat and Frost Insulators and Allied Workers Master Labor Agreement, Effective June 30, 2014 – July 2, 2017.
2. Western States Articles of Agreement Between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors, Effective October 1, 2014 Terminating September 30, 2017.
3. The Executive Council of the Mason Contractors Exchange of Southern California, Inc. and Bricklayers and Allied Craftworkers Local #4, California, Effective May 1, 2016 to April 30, 2021.
4. Master Labor Agreement between Southern California General Contractors and Eleven Southern California Counties Cement Masons, Effective July 1, 2014 thru June 30, 2017.
5. Southern California Master Labor Agreement between Southern California General Contractors and The Southern California District Council of Laborers, Effective July 1, 2015 to June 30, 2018.

Tunnel Master Agreement between Associated General Contractors of California, Inc. and Southern California District Council of Laborers Affiliated with the Laborers' International Union of North America, AFL-CIO, Effective July 1, 2015 to June 30, 2018
6. Inside Wiremen's Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association, Effective July 1, 2014 to June 30, 2019.
7. National Elevator Bargaining Association Agreement with International Union of Elevator Constructors, Effective July 9, 2012 to July 8, 2017.
8. Gunitite/Shotcrete Commercial Agreement by and between Gunitite and/or Shotcrete Contractors and The Southern California District Council of Laborers and its Affiliate Gunitite Local #345, Effective July 1, 2015 to June 30, 2019.
9. District Council of Iron Workers of the State of California and vicinity and its Locals 416 and 433 and the Western Steel Council et al., Effective June 10, 2014 to June 30, 2017.
10. Master Labor Agreement between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12, Effective July 1, 2016 to June 30, 2019.

11. Master Labor Agreement between Painters and Allied Trades District Council No. 36 and the Los Angeles Paint & Finishing Contractors Association et al., Effective July 1, 2016 thru June 30, 2019.

Southern California Drywall Finishers Joint Agreement between Painters and Allied Trades District Council No. 36 and the Western Wall & Ceiling Contractors Association, Effective October 1, 2016 thru September 30, 2020.

Master Labor Agreement between Painters and Allied Trades District Council No. 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 and Individual Contractors, Effective January 1, 2014 thru May 31, 2017.

Master Labor Agreement between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247, Effective May 1, 2016 until April 30, 2019.

12. Master Agreement for the Plumbing and Piping Industry of Southern California between California Plumbing and Mechanical Contractors Association and Southern California Pipe Trades District Council No. 16 of the United Association, Effective July 1, 2014 thru June 30, 2018.

13. Agreement between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union No. 709, Los Angeles, California, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Effective September 1, 2014 thru August 31, 2017.

14. Labor Agreement between Western Walls & Ceiling Contractors Association, Inc. California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200, Effective August 6, 2014 through July 31, 2018.

15. Plaster Tenders' Master Agreement between Western Wall and Ceiling Contractors Association, Inc. and Southern California District Council of Laborers and its affiliated Plaster Tenders of Southern California Local Union 1414, Effective August 6, 2014 thru August 7, 2018.

16. Master Labor Agreement by and between Local # 36 and 220 of the United Union of Roofers, Waterproofers and Allied Workers and the Individual Roofing Contractors and Others, Effective August 1, 2015 to July 31, 2020, Inclusive.

17. Collective Bargaining Agreement between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 105 & SMACNA Los Angeles & Orange Empire SMACNA, Effective July 1, 2015 to June 30, 2020.

18. Southern California Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council # 42 and Teamsters Local Union # 87, Effective July 1, 2016 and June 30, 2019.
19. Southern California Master Labor Agreement between United General Contractors, Inc. and the Southwest Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada affiliated with the United Brotherhood of Carpenters and Joiners of America, Effective July 1, 2016 until June 30, 2020.

Construction Trade Unions Contact Information

Asbestos Heat & Frost Insulators (Local 5)

670 E. Foothill Blvd.
Azusa, CA 91702
Tel: (626) 815-9794
Fax: (626) 815-0165

Boilermakers (Local 92)

2260 S. Riverside Avenue
Bloomington, CA 92316
Tel: (909) 877-9382
Fax: (909) 877-8318

Bricklayers & Allied Craftworkers (Local 4)

11818 Clark St., Suite A
Arcadia, CA 91706
Tel: (626) 739-5600
Fax: (626) 739-5610

Drywall Finishers Local 1136

Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 296-8003
Fax: (626) 296-8076

Electricians (Local 11)

297 N. Marengo Avenue
Pasadena, CA 91101
Tel: (626) 243-9700
Fax: (626) 793-9743

Elevator Constructors (Local 18)

100 S. Mentor Avenue
Pasadena, CA 91106
Tel: (626) 449-1869
Fax: (626) 577-1055

Operating Engineers (Local 12)

150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: (626) 792-9039

Glaziers (Local 636)

1155 Corporate Center Dr.
Monterey Park, CA 91754
Tel: (626) 448-1565
Fax: (626) 797-8395

Gunite Workers (Local 345)

P.O. Box 3345
Burbank, CA 91508
Tel: (818) 846-1303
Fax: (818) 846-1226

Iron Workers (Reinforced – Local 416)

13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)

17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers Local 1309

3971 Pixie Ave.
Lakewood, CA 90712
Tel: (562) 421-9346
Fax: (562) 421-5964

Laborers Local 300

2005 W. Pico Blvd.
Los Angeles, CA 90006
Tel: (213) 385-3550
Fax: (213) 385-6985

Painters & Allied Trades DC 36

1155 Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 584-9925
Fax: (626) 584-1949

Plaster Tenders

1055 W. Second Street
 Pomona, CA
 Tel.: (909) 622-8500
 Fax: (909) 623-5244

Plumbers (Local 78)

1111 West James Wood Boulevard
 Los Angeles, CA 90015
 (213) 688-9000
 (213) 627-4624

Pipe Trades (Local 250)

*Steamfitters/Air Conditioning/
 Refrigeration / Industrial Pipefitters*
 18355 S. Figueroa St.
 Gardena, CA 90248
Steamfitters: Tel: (310) 660-0035
 Fax: (310) 329-2465
AC/Refrig. Tel: (310) 660-0045
 FAX: (310) 329-2465

Pipe Trades (Local 345)

*Landscape, Irrigation, Underground &
 Specialty Piping*
 1430 Huntington Dr.
 Duarte, CA 91010
 Tel: (626) 357-9345
 Fax: (626) 359-0359

Pipe Trades (Sprinkler Fitters – Local 709)

12140 Rivera Road
 Whittier, CA 90606
 Tel: (562) 698-9909
 Fax: (562) 698-7255

Plasterers (Local 200)

1610 W. Holt Ave.
 Pomona, CA 91768
 Tel: (909) 865-2240
 Fax: (909) 865-9392

Cement Masons #500

1605 N. Susan St.
 Santa Ana, CA 92703
 Tel.: (714) 554-0730
 Fax: (714) 265-0780

Resilient Floor & Dec. Cov. (Local 1247)

8051 Pioneer Blvd.
 Whittier, CA 90606
 Tel: (562) 695-7402
 Fax: (562) 695-6337

Roofers & Waterproofers (Local 36)

5380 Poplar Blvd.
 Los Angeles, CA 90032
 Tel: (323) 222-0251
 Fax: (323) 222-3585

Sheet Metal Workers (Local 105)

2120 Auto Centre Dr., Suite 105
 Glendora, CA 91740
 Tel: (909) 305-2800
 Fax: (909) 305-2822

Teamsters (Local 986)

1198 Durfee Avenue
 So. El Monte, CA 91733
 Tel: (626) 350-9860
 Fax: (626) 448-0986

Tradeshow and Sign Crafts

1155 Corporate Center Drive
 Monterey Park, CA 91754
 Tel: (626) 296-8086
 Fax: (626) 584-1949

Southwest Regional Council of Carpenters

533 S. Fremont Ave., 10th Fl.,
 Los Angeles, CA 90071
 Tele.: (213) 385-1457

EXHIBIT C



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

COST INFORMATION

On-Call Construction Management Services

August 16, 2023





August 16, 2023

Mr. Russell Vakharia
Carson Field Office, Construction Management
Los Angeles County Sanitation Districts
24501 South Figueroa Street
Carson, CA 90745

RE: On-Call Construction Management Services - Cost Information

Dear Mr. Vakharia and Members of the Selection Committee:

HDR Engineering, Inc. (HDR) has developed cost information for the services being requested by the Los Angeles County Sanitation Districts (Districts). The Districts requested professional services related to the On-Call Construction Management Services. The professional services associated with the work were described in the proposal. This cost information includes a detailed breakdown of our proposed hourly billing rates and reimbursable expenses and procedures for overtime pay.

We are excited about this opportunity to collaborate with you and your staff. If you have any questions or need additional information, please contact Ron Perkins at 916-817-4847 or Ron.Perkins@hdrinc.com.

Sincerely,

HDR Engineering, Inc.

Anna Lantin, PE
Vice President

Ron Perkins, PE, CCM
Contract Manager



HDR Engineering, Inc.

Rate Schedule

Our proposed hourly rate schedule by job classification is included below. Rates may be subject to adjustment on January 1 of each calendar year in an amount not to exceed the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles - Long Beach - Anaheim for the previous 12 months. If HDR seeks a rate adjustment, HDR will prepare a written request for an annual rate adjustment each year.

CLASSIFICATION	HOURLY RATE (REGULAR TIME)
OFFICE TECHNICAL AND ADMINISTRATIVE SERVICES	
Principal-in-Charge	\$390.00
Sr. Project/Task Manager	\$360.00
Project/Task Manager	\$310.00
Sr. Engineer	\$290.00
Project Engineer III	\$275.00
Project Engineer II	\$240.00
Project Engineer I	\$210.00
Staff Engineer II	\$180.00
Staff Engineer I	\$155.00
Claims Analyst	\$350.00
Sr. Resident Engineer	\$250.00
Resident Engineer	\$200.00
Sr. Designer	\$220.00
Designer	\$175.00
Sr. Inspector	\$180.00
Inspector II	\$170.00
Inspector I	\$155.00
Field Technician	\$125.00
Administrative II	\$160.00
Administrative I	\$115.00
CONSTRUCTION MANAGEMENT SERVICES	
Sr. Construction Manager	\$320.00
Construction Manager II	\$265.00
Construction Manager I	\$205.00
Sr. Scheduler	\$255.00
Scheduler	\$200.00
Sr. Cost Estimator	\$255.00
Cost Estimator	\$200.00

Direct Costs

Other Direct Costs (ODC) are reimbursable expenses that are incurred directly or indirectly in connection with the project for transportation travel, subconsultants, subcontractors, shipping, and other incurred expenses. HDR will invoice ODCs at cost and does not apply a markup. Below are HDR-specific cost rates. Vehicle mileage incurred for professional services will be billed on a per mile basis at the then current Federal Travel Regulations rate.

Procedures for Overtime Pay

HDR follows fair employment practices. Professional service hours worked in excess of eight (8) per day or forty (40) hours per week will be billed at straight time in accordance with the rate schedule presented below. Overtime if required for accelerated work, will be discussed on a case-by-case basis and will comply with California labor laws and prevailing wage requirements.



350 South Grand Avenue, Suite 2900
Los Angeles, CA 90071
213.239.5800

hdrinc.com

We practice increased use of sustainable materials and reduction of material use.

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