

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 Integrated Engineering Management, Inc. (dba IEM), a California corporation (“Consultant”), DIR Registration No. 1000028052. 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: Integrated Engineering Management, Inc.
Address: 302 W. 5th Street, Suite 207
San Pedro, CA 90731
ATTN: Behjat Zanjani

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.

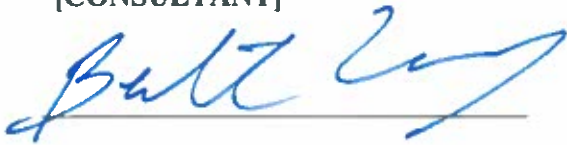
18. Entire Agreement

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]



BEHJAT ZANJANI, 10/13/23

**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

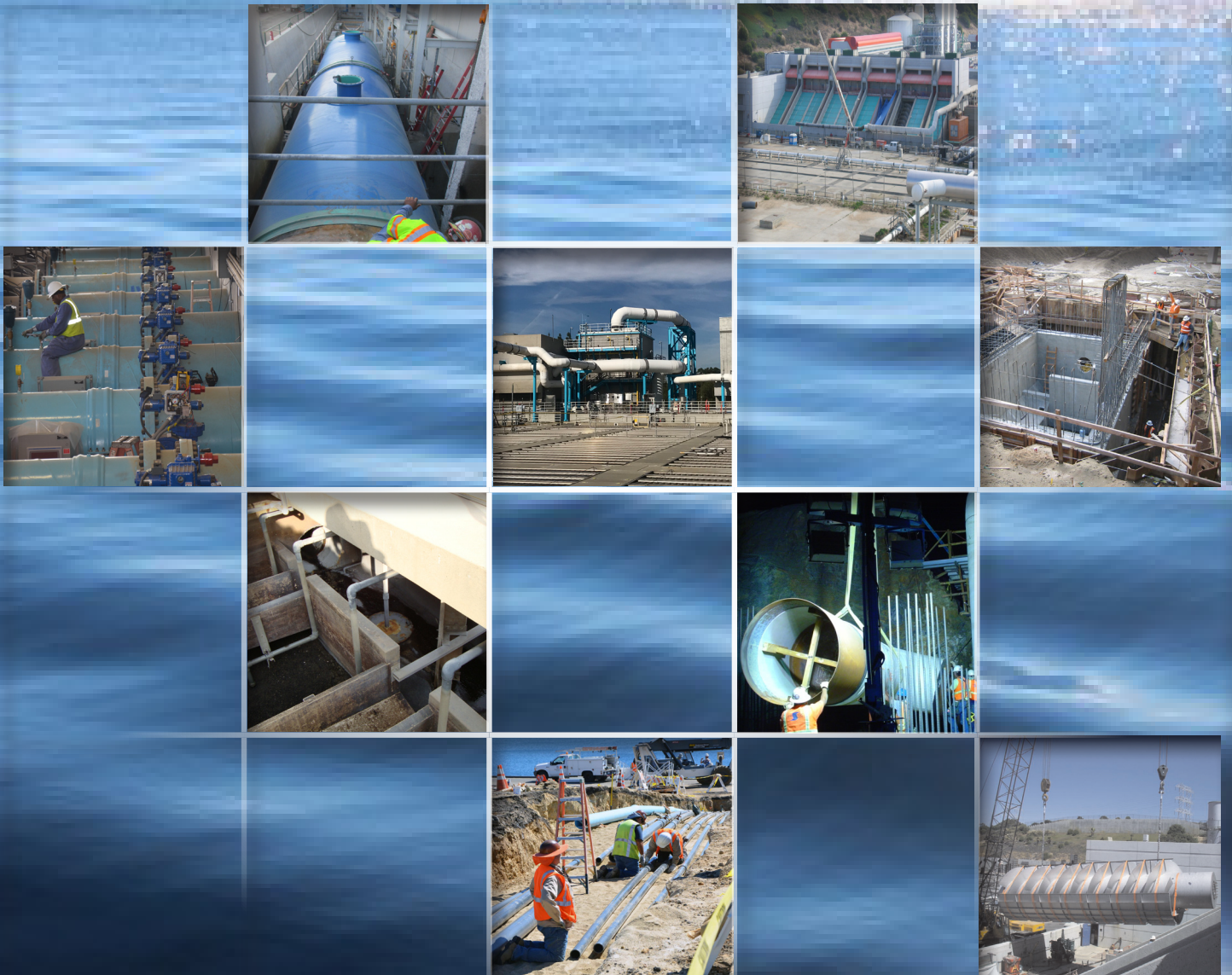


Los Angeles
County Sanitation
Department

Proposal for

On-call Construction Management Services

August 16, 2023





1. COVER LETTER & DISCLOSURE STATEMENT



August 16, 2023

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

RFP: On-Call Construction Management Services

Subject: Cover Letter and Disclosure Statement

Dear Mr. Vakharia:

Integrated Engineering Management (dba IEM) is pleased to submit the enclosed proposal to the Los Angeles County Sanitation Districts (LACSD) in response to RFP – On-Call Construction Management Services. The IEM Team understands the requirements of the RFP and is committed to forming an integrated team with LACSD to provide as-needed construction management (CM) services for LACSD capital improvement projects, including wastewater treatment plants, a large network of sewer pipelines, solid waste facilities, energy facilities, and recycling centers. The IEM Team is committed and ready to provide the entire scope of services as defined in RFP, to the highest industry standard of care and in accordance with our extensive professional experience while achieving the LACSD’s objectives, including on-time and on-budget completion of the construction projects with the highest quality, timely regulatory compliance, and no outstanding disputes. We further understand that the duration of this contract is expected to be three years to provide CM support services to LACSD for delivery of construction contracts ranging from \$50,000 to \$100 million in value.

The IEM Team consists of IEM as the prime consultant. The IEM Team has recent and relevant experience in providing CM, scheduling, and cost estimating services to LACSD and other similar public agencies in Los Angeles, Orange, and San Diego counties. We have 22 local staff members to assist LACSD for their requested services under this contract. The qualifications of the IEM Team are presented in our proposal.

IEM takes no exceptions to the RFP requirements, statement of work, specifications, or the proposed contractual terms and conditions. We will also meet the insurance requirements specified in the RFP. Furthermore, the IEM Team has no known conflict of interest in performing the requested services on LACSD projects.

The following individual is authorized to represent the IEM Team for this contract:

Name: Behjat Zanjani
Title: President
Address: 302 W. 5th St., Suite 207
San Pedro, CA 90731
Phone: (310) 221-0749
Fax: (310) 221-0859
Email: bjzanjani@iemcm.com



The IEM Team acknowledges receipt of the following documents from LACSD in association with the Request for Proposal for On-Call Construction Management services:

1. RFP – On-Call Construction Management Services

We appreciate your consideration of the IEM Team to provide on-call construction management services to LACSD. We are excited, ready, and committed to forge a partnership with LACSD in support of your construction projects.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Behjat Zanjani', is written over a light blue circular stamp.

Behjat Zanjani, P.E., C.C.M.
President

Enclosures:

1. Three hard copies of Proposal
2. One electronic PDF copy of proposal on USB Flash Drive
3. One hard copy of Cost Information in a separate, sealed envelope



2. STATEMENT OF QUALIFICATIONS FOR PROPOSER



SECTION 2 STATEMENT OF QUALIFICATIONS FOR PROPOSER

2.1. History and Description of Proposer

Integrated Engineering Management (dba IEM) is submitting this proposal as the Prime proposer to provide on-call construction management services to Los Angeles County Sanitation District (LACSD). IEM has the capabilities and available resources to provide an unmatched team of experts in providing On-Call Construction Management, Scheduling, and Cost Estimating services to LACSD. IEM has qualified staff to provide all requested services under this contract. Qualifications of IEM are described below:



the Prime proposer, was established in 2000 and incorporated in California, IEM has grown to 22 employees. We specialize in providing construction management (CM), cost estimating, and scheduling services for various types of projects, including water and wastewater facilities, small- to large-diameter pipelines, pump stations, site utilities and infrastructures, general civil, public buildings, demolition, and marine projects.

IEM's corporate office is located in San Pedro, California, which is only 5 miles away from the LACSD's Carson field office. We function primarily from this office to provide personal contact between our project team members and the clients. This way, IEM's experienced professionals are immediately available to assist LACSD and our staff is aware of the local issues, regulations, and conditions pertinent to each project. IEM brings a sense of ownership to every project we are involved with. This attitude drives us to put forth our best effort in every aspect of the project. We view our role on LACSD projects as your extension of staff, providing assistance whenever it is needed.

Our success has resulted from many factors including the quality of service we provide, experience, and responsiveness of our staff, and our goal to exceed clients' expectations by being flexible, proactive, creative, and efficient with a positive attitude. This has resulted in receiving project achievement awards from Construction Management Association of America (CMAA) for four projects within the past 8 years for successful CM delivery.

"The IEM Team provided superb construction management services by controlling the project cost and schedule while maintaining project quality and securing final project certification from DSA within 6 months."

Mr. Mark Hovatter
Chief Facilities Executive, LAUSD

We have enjoyed a long and mutually beneficial relationship with multiple public agencies in Southern California, including LACSD, City of Los Angeles Bureaus of Engineering (LABOE) and Sanitation (LABOS), Los Angeles Department of Water and Power (LADWP), County of Orange Sanitation Department (OCSD), Metropolitan Water District of Southern California (MWD), City of San Diego Water Department (SDWD), Ports of Los Angeles (POLA) and Long Beach (POLB), Los Angeles World Airports (LAWA), Los Angeles County Department of Public Works (LADPW), Los Angeles County Community





Development Authority (LACDA), Metropolitan Transportation Authority (Metro), and Los Angeles Unified School District (LAUSD).

IEM has been awarded numerous on-call and project-based construction management and related services contracts with these agencies. Services have ranged from staff augmentation to full-scope CM, and have included construction management, constructability review, cost estimating, scheduling, change order management, claims avoidance and mitigation, construction inspection, resident engineering, document management, project controls, and more. Many of these legacy relationships with clients have been in place for years, with regular renewals sought by them based on our staff's outstanding project delivery and dedication to achieving client goals. As proof, LADPW has awarded IEM three 5-year term contract to provide as-needed cost estimating and related services. LABOE has issued continuous and consecutive contracts to IEM since 2001 to provide as-needed construction management services for their wastewater improvement projects. In 2019, POLA issued a 3-year contract to IEM, for the third time, and extended it by another two years in 2023 to continue providing as-needed construction management services. We currently have an as-needed CM services contract with LACSD and we hope this proposal convinces you to select IEM for the second time. There are many other similar examples of continuous contract renewals by different public agencies for IEM.

We fully appreciate the importance of implementing an effective construction management and project controls to ensure LACSD's targets for project safety, open and clear communication, environmental compliance, cost and schedule control, accurate and complete documentation, and superior quality are met. IEM's ten principals of construction management is listed below:

<p>Ten Principles of CM at</p> 	<ol style="list-style-type: none">1. Safety First2. Communicate Clearly3. Be Proactive4. Follow the Contract5. Be Fair6. Be Prompt7. Follow Up8. Use Your Resources9. Implement Partnering Principles10. Document, Document, Document
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2.2. IEM Team Experience

IEM has a rich and successful history of working on water and wastewater and public works projects, and this history has helped create a solid team that will efficiently integrate with LACSD staff while continuing to deliver your projects on time, within budget and with uncompromising quality. Our past history has provided us the opportunity to develop a professional dialogue at both the functional and executive levels that allows our companies to drive performance efficiencies for our clients.

The IEM Team is a full service, committed team that has depth of resources and superior CM knowledge and experience to service all of your construction projects on time and budget. Our depth of resources include over 22 experience staff members and allows us to quickly assemble the 'right' teams for each task order. This allows us to more accurately cost each scope and to tailor our collective business processes in a format that works with LACSD procedures. We are ready to continue partnering with LACSD and working in blended team to successfully deliver your construction projects.

The IEM Team will supplement, support, and strengthen LACSD's CM services by providing the following:

- **Vast Resources to Respond to Multiple Locations** – IEM brings over 23 years of successfully delivering CM services to many Southern California public agencies. We bring the ability to rapidly mobilize our team to meet the needs of your projects. These resources will provide the immediate response with technical synergy required to anticipate, assess, manage and mitigate the risks to deliver successful CM projects envisioned in the LACSD projects. Our lessons learned experience on LACSD projects and other similar projects in the region, will bring a perspective and capability in the resource pool we are offering that is second to none.
- **Smooth Integration of Resources with LACSD Staff Supplementing, Strengthening and Supporting the LACSD Team** – The IEM Team has been providing construction management services on several LACSD projects within the past three years. This experience provides a thorough understanding of LACSD policies and procedures. Our demonstrated history of providing CM services for public works projects and our geographical institutional knowledge, combined with our understanding of LACSD policies and procedures provide a solid integrated team with your staff.

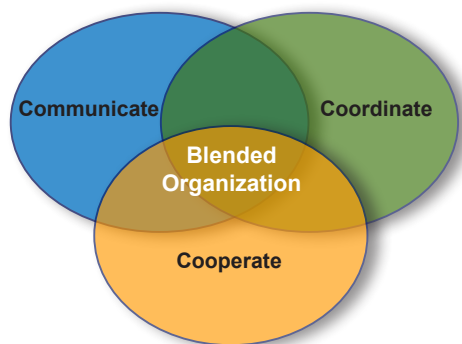
An example of successfully integrating with a public agency staff is our current assignment in providing CM services for 6 Cast-in-Place (CIP) pipeline lining projects for LACSD. Mr. Samer Suleiman and Mr. Ramiro Herrera of IEM report directly to Mr. Donald Drorbaugh of LACSD in managing the preconstruction activities, coordinate with LACSD design team in providing responses to RFIs and submittals, and utilize Unifier software to documents RFIs, submittals and correspondences. Samer and Ramiro are considered part of the LACSD's CM family.

- **Effective Management Solutions Responding to your Specific Project Needs** – The IEM Team's management structure is focused on value-added service and our team's talent will supplement, support and strengthen LACSD for your CM program.



- **State of the Art Technology** – The IEM Team is knowledgeable in utilization the most advanced CM tools, including Primavera Unifier, Contract Manager, BuzzSaw, Constructware, Prolog, Primavera P6, Microsoft Projects, and other technologies. We are fully versed in Primavera Unifier and P6, which are currently being used by LACSD on their projects. Our team’s depth of technological resources will bring cost savings to LACSD. IEM will manage construction documents, avoid claims, and manage risk to provide you with the best technologies available.
- **Commitment to Success** – The IEM Team has a long history of partnering with multiple public agencies in Southern California, including LACSD. Our strong relationship with our current clients have been based on mutual success and we are determined to continue this record of success with LACSD. Our team members are available to conduct the entire scope of work outlined in the RFP.

In summary, the IEM Team brings the depth and breadth of all the necessary resources to satisfy LACSD’s as-needed CM services, scheduling, and cost estimating requests. Our approach is based on team building and seamless integration with the LACSD team to create a single, unified team. We are committed to fully integrate into LACSD’s construction management and project delivery system, taking our direction from the LACSD Project Manager. Whether we are providing construction management staff augmentation or full construction management performance teams, we will integrate our staff in LACSD’s system.



Seamless Organization



The IEM Team's combined firms and individuals have extensive experience with the types of complexities of the LACSD diverse project needs described in this RFP. This experience will allow for quick mobilization with a minimal learning curve.

2.2.1. Experience with Full Range of Services Described in RFP

A. Construction Management

The IEM Team has broad experience in providing as-needed construction managers and engineers to public agencies. These individuals report directly to the client construction and project managers. Typically, our staff members are stationed at the project sites in construction trailers or other project office locations. Our team has experience in providing construction engineers on numerous water and wastewater treatment facilities, pump stations, water and sewer trunk lines, and infrastructures.

Typical aspects of the construction manager's role include:

Pre-Construction Activities

- Coordination of contractor's mobilization activities
- Preparation of required submittal list
- Conducting pre-construction meeting, preparation, and distribution of meeting minutes
- Documenting pre-construction field conditions

Construction Activities

- Inspection of all facets of the work in accordance with applicable codes
- Coordinating and processing responses to RFIs and submittals
- Coordination with the design engineer to resolve unforeseen site conditions
- Preparing and processing construction change orders
- Maintaining RFIs, submittals, and change order logs
- Preparing weekly and monthly progress reports
- Maintenance and distribution of project documents and records
- Maintenance of as-built contract drawings reflecting actual installed conditions
- Visual documentation by taking daily job progress photos
- Maintenance of time and material records
- Coordinating Owner-Furnished Equipment
- Monitoring contractor's progress in comparison with the baseline and monthly schedule updates
- Verification of construction contractor's payment quantities and processing of the approved payment applications
- Preparation of draft correspondences to the construction contractors from LACSD
- Review and recommendation of actions relative to contractor's disputed work items and claims
- Verification that the actual material delivered at the project site confirms to the approved samples
- Notification of construction contractor to promptly repair, replace and remove any non-conforming material or equipment



Post Construction Activities

- Accepting and processing warranties, O&M manuals, spare parts, and keys
- Performance and coordination of final inspections
- Documentation of punchlist items, required corrective actions
- Coordinating warranties requests items in the post construction phase, and verifying repair complies with the contract

B. Construction Scheduling

The scheduling team brings the experience, best practices, and lessons learned from many small to large projects for public clients. The IEM Team includes scheduling experts to review the contractors' baseline, three-week-look-ahead, monthly update, and Time-Impact-Analysis (TIA) schedules. We also have experience in preparing project schedules during design phase and in managing project schedules throughout the construction phase to verify that project progress remains on schedule. The IEM Team can provide the following scheduling tasks:

Schedule Production – Preparation of program and construction schedules during the project planning phase. We have provided these services for several water and wastewater projects. During construction of LAAFP UV Facility for LADWP, IEM augmented the client CM staff in providing scheduling and construction planning services.

Preliminary Construction Schedule – During the initial months of a construction contract, the contractor is typically concentrating on numerous activities associated with mobilization. Pressuring the contractor for extensive and detailed schedules early in the project is sometimes not productive as the schedule is then prepared to satisfy an immediate requirement rather than being thoughtfully developed. We have had great success in working with contractors to develop the working schedules in stages, concentrating on details of the first 60 days and key project targets during the mobilization period, and following up with a complete and detailed schedule within 30 days of contract start.

Baseline Construction Schedule – We will make certain that the contractor's baseline schedule complies with the requirements of the contract documents. The baseline schedule is required to integrate existing plant operations activities, owner review requirements, and the construction efforts. The main objective of baseline schedule preparation is to make sure a realistic, reliable, and accurate baseline schedule is created which can be used to manage construction activities. For example, the portion of the schedule related to material and equipment procurement must be carefully reviewed with the contractor to make certain that enough time has been allowed for shop drawing preparation and review. Long lead items or items that are critical to work progress must also be identified and tracked. Our goal is to work with the contractor to make sure the baseline schedule complies with all scheduling requirements. Once the baseline construction schedule is accepted by LACSD, it will form the basis for all contractor work updates and comparisons. The IEM Team will work closely with the contractor to make certain proper scheduling techniques and control measures are in place to accurately plan, monitor, and report performance throughout the life of the project.



Three-Week Look-Ahead Construction Schedule – At the weekly construction progress meetings, the contractor will submit the three-week-look-ahead schedules which shows work completed in the previous week and work planned for the following three weeks. The IEM Team will review and monitor each contractor’s work progress and discuss the details of these reports to assure that all expectations are met. If there are any potential roadblocks, such as environmental issues, they are addressed well in advance.

Time-Impact-Analysis (TIA) Schedule – In the event of a delay to the contractor's critical path activities, IEM is experienced in developing and reviewing the contractor's TIA to quantify number of excusable/non-excusable and compensable/non-compensable delays to the project.

C. Construction Cost Estimating

The IEM Team develops cost estimates for wide variety of facility types from the preliminary design through the construction phase. We base our estimates on real feedback received on past projects, enabling us to achieve high precision in our estimates. We have provided cost estimating services on a number of water and wastewater projects. For Battery Energy Storage System at various water treatment facilities and Sepulveda Bypass Facility for MWD, IEM prepared engineer's cost estimate at 100% design phase. For the LAR and LAAFP UV projects for LADWP, IEM prepared construction cost estimates based on two scenarios: a General Contractor performing the work and LADWP internal forces performing the work. IEM later performed a side-by-side comparison of these estimates and prepared independent change order estimates during construction.

Our approach to estimating is providing accurate cost estimates in a timely manner for each assigned task order. We strive to provide as much detail as possible in a well-organized CSI format. Addressing the following points are essential in preparing realistic and accurate cost estimates:

Estimating Approach

IEM is regularly called on to provide various types of cost estimates. We strive to prepare realistic, accurate, and reliable cost estimates that are within acceptable variance from the bid results or the contractor’s cost proposals. In preparing our estimates, we consider current local market, bidding climate, site conditions, economic conditions, and labor and material escalation rates.

- **Budgetary Estimate** – The IEM team has prepared budgetary cost estimates for various small to large size projects for public works clients. We recognize the importance of these estimates to our clients in order to establish project budgets and seek board approvals for projects. We are experienced in preparing these estimates from project descriptions and limited design sketches
- **Cost Estimating at Design Phase** – We have prepared Engineer's estimates from preliminary design through final design phases. We develop these estimates based on the quantities shown on the available drawings and apply appropriate construction and design contingencies to cover for the scope of services not fully designed at the time of estimate.



- ***Analysis of Bids for Deviation from Submitted Estimates*** – The IEM team is expert in providing construction management services for public works clients including cost estimating, scheduling, inspection, resident engineering, project engineering, and other related services. This has allowed us to develop a thorough understanding of how contractors approach and construct projects. This understanding has proven valuable when analyzing bids and identifying cost and contract issues to consider prior to contract award.
- ***Change Order Cost Estimating*** – We are experts in change order cost estimating and negotiations. In preparing change order estimates, we understand the importance of visiting the change order site prior to start of the estimating effort. This provides an opportunity to the cost estimator to identify site restrictions and challenges so he/she can include adequate cost for the project difficulties. Upon completion of our change order cost estimate, we review and analyze contractor’s cost proposal before meeting with the contractor to negotiate a fair and reasonable value for the change order.

Establishing Accurate Quantities

Developing accurate quantity take-off is essential in preparing reliable cost estimates. We understand that at the early design phases, there might not be adequate design details to develop detail quantity take-off for the entire project. IEM has a large pool of experienced professionals, capable of preparing detail quantity take off from the available plans and adding extra line items and contingencies to cover the entire scope of work. We have the capability to provide detail breakdowns for all project elements required to develop accurate construction quantities.

Unit pricing & Escalation/Cost Trends

We are in touch with the developing trends in the industry and are able to reflect this in preparing accurate cost estimates. The IEM team uses a database of unit prices, along with recent local bids to confirm we are using up-to-date information. We will also contact local vendors to receive real-time unit prices for material and equipment specified as part of the scope of work. We continuously track bid prices on projects we have estimated. This has provided us with valuable insight into the latest cost trends within the construction industry.



2.2.2. Project Experience

The following table provides a list of Projects and Client References for the IEM Team for work which is similar to the scope of work anticipated for the LACSD contract followed by descriptions of specific project experiences:

Project/Client	Firm	Client Contact	Primary Services	Project Start & Completion
Various Projects LA County Sanitation District (LACSD)	IEM	LACSD Mr. Russ Vakharia 24501 South Figueroa St. Carson, CA 90745 RVakharia@lacsdc.org (424) 731-2546	<ul style="list-style-type: none"> On-Call CM Services Scheduling 	2020 – Present
LABOS - Wastewater Integrated Network Systems (LAWINS) City of LA, Bureau of Sanitation (LABOS)	IEM	LABOS Mr. Sam Alavi 2714 Media Center Dr. Los Angeles, CA 90065 sam.alavi@lacity.org (310) 648-5733	<ul style="list-style-type: none"> CM Cost Estimating Scheduling Inspection 	March 2012 – Present
LABOE - Various Projects City of LA, Bureau of Engineering (LABOE)	IEM	LABOE Mr. David Copp 12000 Vista Del Mar, Pergersen Bldg., Suite 200 Playa Del Rey, CA 90293 david.copp@lacity.org (310) 648-6188	<ul style="list-style-type: none"> CM Cost Estimating Scheduling Inspection 	March 2012 – Present
Various Projects County of LA, Department of Public Works (LADPW)	IEM	LADPW Ms. Parisa Dadmehr 900 S. Fremont Ave., 5th Floor Alhambra, CA 91803 pdadmehr@ladpw.org (626) 300-2334	<ul style="list-style-type: none"> Cost Estimating Scheduling Constructability Review 	June 2015 – Present
San Pedro Waterfront Development, Pier 400 Rail Alignment Port of Los Angeles (POLA)	IEM	POLA Mr. Chris Ackopiantz 425 S. Palos Verdes St.. San Pedro, CA 90731 cackopiantz@portla.org (310) 732-3778	<ul style="list-style-type: none"> On-Call CM Services Scheduling Cost Estimating Constructability Review 	June 2019 – Present
Demolition of POLB Admin. Bldg., New Middle Harbor Admin. and NOIT Buildings, Pier G Expansion... Port of Long Beach (POLB)	IEM	POLB Mr. Brian Wilson 415 W. Ocean Blvd. Long Beach, CA 90815 brian.wilson@polb.com (562) 283-7264	<ul style="list-style-type: none"> On-Call CM Services Cost Estimating Constructability Review 	September 2018 – Present



Los Angeles County Sanitation Department (LACSD) - On-Call CM Services



IEM has been providing on-call construction management services to Los Angeles County Sanitation Department since 2020. Scope of services have included construction management and scheduling. Representative projects include:

- District 22 Trunk Sewer Group 1 Rehabilitation
- District 14 Trunk Sewer Group 1 Rehabilitation
- District 22 Trunk Sewer Group 2 Rehabilitation
- Joint Outfall B Trunk Sewer Group 1 Rehabilitation
- Baldwin Park Trunk Sewer Rehabilitation
- Joint Outfall B Trunk Sewer Group 2 Rehabilitation
- Valencia AWTF
- Valencia UV
- Saugus UV
- RAS3
- Coyotes PDSM
- BM
- Green Lane

Location

Los Angeles, CA

Project Staff

Samer Suleiman
Ramiro Herrera
Richard Ferguson

Client Reference

LACSD
Mr. Russ Vakharia
24501 South Figueroa St.
Carson, CA 90745
RVakharia@lacsds.org
(424) 731-2546

Project Start and Completion Dates

November 2020 – Present

Construction Contract Value

Varies

Scope of Services

CM
Scheduling



City of Los Angeles, BOE - On-Call CM Services



IEM has been providing on-call construction management services to the City of Los Angeles, Bureau of Engineering for the past 22 years. Scope of services have included construction management, cost estimating, scheduling, and constructability review. Representative projects include:

- HTP - Odor Control Facility
- DCT - AquaDiamond Filter System Replacement
- DCT - Environmental Monitoring Facility
- DCT - Blower Air Clean Up System
- DCT - Chlorine Contact Tanks HPE System Improvement
- DCT - Primary Tanks HPE Piping Replacement
- LAG - Pond Liner and CIPP
- DCT - Aquadiamond Filter Replacement
- HTP - Effluent Pumping Plant Header Replacement
- HTP – Secondary Clarifiers Upgrades
- HTP - Class “A” Batch Process Expansion
- HTP - Liquid Sludge Storage Facility – Convert existing conventional digesters from Battery B to biosolids storage tanks
- HTP - Dice 2 Wet Cake Pumps (6 ea) Replacement
- DCT – Environmental Monitoring Facility – Project included construction of a new 7,500 SF environmental monitoring facility including laboratories, offices, site utilities, and parking
- DCT – Diamond Filter Procurement and Replacement
- HTP - Environmental Learning Center

Location

Los Angeles, CA

Project Staff

Sam Navid
Matt Hall
Mike Gonzales
Matt Smith
David Rennie

Client Reference

City of LA, BOE
Mr. David Copp
12000 Vista Del Mar, 2nd Fl.
Playa Del Rey, CA 90293
david.copp@lacity.org
(310) 648-6188

**Project Start and
Completion Dates**

October 2001 – Present

**Construction Contract
Value**

\$2M to \$34M

Scope of Services

Construction Management
Cost Estimating
Scheduling
Constructability Review



City of Los Angeles, BOE - Donald C. Tillman AquaDiamond Filter System



Donald C. Tillman Water Reclamation Plant (DCTWRP), owned by the City of Los Angeles, began its operation in 1985. The plant’s processes consists of grit removal, bar screens, primary clarifiers, aeration tanks and secondary clarifiers, followed by sixteen shallow bed traveling bridge sand filters, chlorination, and dechlorination, prior to water reclamation or discharge. Environmental engineers from the City of Los Angeles, Department of Public Works and consultants began investigating other tertiary filtration technologies in order to address DCTWRP’s costly maintenance and performance issues derived from the sand filters. The engineers decided to retrofit eight of the existing sand filters with AquaDiamond cloth media filters. Each AquaDiamond filter for the DCTWRP is designed to handle an average flow of 12.5 mgd and maximum flow of 22 mgd. Under these flow rates, the filters are required to achieve Title 22 California Department of Public Health Water Recycling Criteria.

As the Construction Manager, IEM oversaw the construction contract for this project from project award to its final completion and acceptance.

Location

Los Angeles, CA

Project Staff

Sam Navid

Client Reference

City of LA, BOE
Mr. David Copp
12000 Vista Del Mar, 2nd Fl.
Pergersen Bldg.
Playa Del Rey, CA 90293
david.copp@lacity.org
(310) 648-6188

**Project Start and
Completion Dates**

2018 - 2019

**Construction Contract
Value**

\$3.1M

Scope of Services

Scheduling
Value Engineering
Cost Estimating
Construction Managers
Claims Analysis



City of Los Angeles, BOS - Wastewater Integrated Network Systems (LAWINS)



The City of Los Angeles Bureau of Sanitation (BOS) implemented a new enterprise-wide distributed control system for its four-wastewater treatment facilities and wastewater collection system to integrate various operational systems at an enterprise level from a single location. The new Distributed Control System (DCS), referred to as the “Los Angeles Wastewater Integrated Network Systems” (LAWINS), allows operation of any of the reclamation facilities and the collection system from any point on the new network. In addition to the replacement of the various control systems with one from a single manufacturer, the new control system provides the BOS with the ability to centralize the gathering of historical information throughout the “Enterprise”, improving business processes that rely on the information gathered from the plants, such as work management and regulatory reporting. This project was a Design-Build contract awarded to Honeywell.

IEM provided construction management, project engineering, cost estimating, scheduling, inspection, and document control services during construction of this project.

Location

Los Angeles, CA

Project Staff

Matt Hall
Chinwe Iwuchukwu
Rolly Hozu
Ayda Noya
Celia Bañuelos
Jim Burrmann

Client Reference

City of LA, BOS
Mr. Sam Alavi
12000 Vista Del Mar, 3rd Fl.
Playa Del Rey, CA 90293
sam.alavi@lacity.org
(310) 648-5733

Project Start and Completion Dates

2012 - 2023

Construction Contract Value

\$267M

Scope of Services

Cost Estimating
Scheduling
Project Engineering
Construction Management
Inspection



LADWP - Elysian, Eagle Rock, Franklin Reservoir Floating Cover Placement



This project consists of adding floating covers on LADWP Elysian Reservoir (250,000 sq. ft.), Eagle Rock Reservoir (315,000 sq. ft.), and Lower Franklin Reservoir No. 2 (283,000 sq. ft.).

Elysian Reservoir is 33-million gallon reservoir near the Pasadena Freeway in Elysian Park supplies drinking water to approximately 375,000 people in downtown and eastern Los Angeles. Eagle Rock reservoir is a 83-million gallon potable water storage reservoir and Franklin Reservoir is a 67-million gallon reservoir in Beverly Hills. Although water that passes through Elysian Reservoir is considered safe, LADWP planned to cover several small reservoirs as part of a citywide program to meet stricter water quality standards of the state Department of Health Services. Covering the reservoirs protects the water from contaminants in the air and rain runoff and inhibits the growth of algae. Concerned about possible vandalism in the heavily used Elysian Park that could more easily damage a floating cover, the LADWP opted for a more expensive aluminum cover on the Elysian Reservoir.

IEM prepared engineer’s probable construction cost estimates and construction schedules at 30%, 60%, and 90% design phases. IEM also prepared construction schedules for these reservoir covers.

Location

Los Angeles, CA

Project Staff

Behjat Zanjani
Richard Warsinger
Jim Burrmann
Jody Brumfield
Kim Romero

Client Reference

LADWP
Mr. Gareth Takiguchi
111 N. Hope St..
Los Angeles, CA 90012
garet.takiguchi@aecom.com
Phone: (213) 367-4747

**Project Start and
Completion Dates**

2014 – 2017

**Construction Contract
Value**

\$15.2M to \$18.6M

Scope of Services

Cost Estimating
Scheduling



Port of Los Angeles - On-Call CM Services



IEM has been providing on-call construction management services to the Port of Los Angeles for the past 8 years. We were just selected by POLA again to provide on-call CM services for an additional 5 years. Scope of services have included construction management, project/office engineering, cost estimating, scheduling, constructability review, and document control. Representative projects include:

- San Pedro Waterfront Development
- Wilmington Waterfront Development
- Pier 300 Rail Storage Yard
- Berth 100 Wharf South Extension
- Berth 100 Backland Development
- Berth 102 Rear Backland Development
- Berth 142-147 ICTF and Backlands Development
- Berths 142-143 Backlands Development
- Police Headquarter Facility
- San Pedro Waterfront Promenade and Town Square
- Pier 400 Track Expansion
- Wilmington Waterfront Development

Location

San Pedro, CA

Project Key Staff

Behjat Zanjani
Rich Ferguson
Kim Romero
Samir Parekh
Dan Schottlander
Maggie Braun
Ayda Noya
Celia Bañuelos

Client Reference

Port of LA
Mr. Chris Ackopiantz
425 S. Palos Verdes St..
San Pedro, CA 90731
cackopiantz@portla.org
(310) 732-3778

Project Start and Completion Dates

2012 – Present

Construction Contract Value

\$13M to \$124M

Scope of Services

Cost Estimating
Scheduling
Project Engineering
Construction Management
Document Control
Constructability Reviews



County of Los Angeles Department of Public Works - On-Call Cost Estimating and Related Services



IEM was selected by County of Los Angeles, Department of Public Works (LADPW) for the second time to provide on-call cost estimating and related services for their facilities and infrastructure projects. As part of this contract, IEM has been preparing independent cost estimates during design phase and change order estimates during construction. IEM has also provided contractors' schedule review during construction. Contracts have included design-bid-build, design-build, and Job Order Contracting (JOC). Projects have consisted of the following:

- UCLA OVMC Angiography & RCV Packages A and B
- UCLA OVMC Radiography Room
- USC RCV
- Park to Playa Trail Stoneview
- UCLA OVMC Fire Alarm Infrastructure
- Rancho RCV
- OVMC SB1953 Compliance
- OVMC FA, NC, and SD System
- USC WC Hospital Demo
- MLK Child and Family Wellness Center
- MLK Clinical Laboratory and Red Bag Storage
- LAC+USC Child Care Center
- Civic Center Plant AQMD
- Cogen Landfill Gas Recovery System
- LA General Core Lab Equipment Anchorage
- OVMC SPECT CT Remodeling
- Rancho Los Amigos Campus Project Design-Build
- Wilmington El Segundo Sitework Paving Project
- Stone View Nature Trail to Hahn Park

Location

Los Angeles, CA

Project Staff

Behjat Zanjani
Dan Schottlander
Ramiro Herrera
Jim Burrmann
Rich Ferguson

Client Reference

LADPW
Ms. Parisa Dadmehr
900 S. Fremont Ave.
Alhambra, CA 91803
pdadmehr@ladpw.org
(626) 300-2334

**Project Start and
Completion Dates**

2012 – Present

**Construction Contract
Value**

\$1.3M to \$124M

Scope of Services

Cost Estimating
Scheduling
Project Management
Constructability Review
Peer Review



LADWP - LAAFP Ultraviolet Facility



The 600 mgd Los Angeles Aqueduct Filtration (LAAFP) Ultraviolet Facility added an advanced level of protection to the LADWP's treatment process to comply with the new water quality regulations established by the United States Environmental Protection Agency. LADWP used a design-built method to complete this 600 mgd UV project.

IEM prepared construction cost estimates during the 60% and 90% design phases based on two different assumptions: 1) LADWP construction department performing the construction work, and 2) a general contractor performing the work. LADWP decided to have their own construction department perform the construction work.

IEM also prepared a cost- and resource-loaded master construction schedule and worked with LADWP's Construction Team to optimize the schedule and sequencing activities on a weekly basis to meet the critical project completion date.

The IEM also provided value engineering, cost estimating, scheduling, and document control services to LADWP during design of Los Angeles River UV Facility.

Location

Sylmar, CA

Project Key Staff

Behjat Zanjani

Kim Romero

Samir Parekh

Jim Burmann

Jody Brumfield

Matthew Hall

Client Reference

LADWP

Mr. Kurt Wells

111 N. Hope St..

Los Angeles, CA 90012

kurt.wells@ladwp.com

(213) 367-4188

Project Start and Completion Dates

2014 – 2016

Construction Contract Value

\$98M

Scope of Services

Cost Estimating

Scheduling

Document Control



Port of Long Beach - Middle Harbor Redevelopment



Middle Harbor Redevelopment Program modernizes Piers D, E, and F into one efficient and automated terminal. IEM provided construction management, resident inspection, project engineering, cost estimating, and constructability reviews for this contract. A list of these projects and their specifics are provided below:



Pier E South Administration Building

Construction Contract Value: \$19.5M

This project consists of a two-story steel framed office building with occupancy space on first and second floors and a rooftop viewing deck. It is being utilized as the tenant's (LBCT)

headquarter and Information Technology (IT) building. The building was designed to achieve LEED Gold Rating with US Green Building Council. IEM provided full scope of construction management services for this project.

Berth E Wharf Extension, Phase 1, Stage 2

Construction Contract Value: \$68.1M

This project included construction of a 1,400'+ concrete wharf and associated utilities. IEM was responsible for inspection of clam shell and hydraulic dredging of the wharf slope and berthing areas; Quarry Run and Armor Stone rock placement for Revetment construction; review of bathymetric survey data; land and water pile driving; rebar and concrete placement for the wharf deck; Container Crane rail placement and alignment; underground utility installation; final grading and paving; and pavement stripping. IEM was responsible for quality assurance and field inspection services for this project.

Location

Long Beach, CA

Project Key Staff

Behjat Zanjani
Samir Parekh
Richard Warsinger
Jody Brumfield
Dan Schottlander
Jim Burrmann
Sam Navid
Rich Ferguson
Subhi Kudaimi
Celia Bañuelos
Dan Schottlander

Client Reference

Port of Long Beach
Mr. Darren Lambrigger
415 W. Ocean Blvd.
Long Beach, CA 90802
darrin.lambrigger@polb.com
(562) 283-7205

Project Start and Completion Dates

2011 – 2022

Construction Contract Value

\$27.8M to \$68.1M

Scope of Services

Constructability Reviews
Cost Estimating
Scheduling
Construction Management
Inspection
Project Engineering



North Gate Redevelopment, Phase 1

Construction Contract Value: \$27.8M

The scope of work included demolition of existing site facilities and utilities, constructing the new Middle Harbor Terminal's truck gates and structures, grading, paving, stripping, fencing, OCR building, and radiation portal monitors and support facilities. Utility improvements included storm drains, sewer lines and lift stations, electrical distribution and lighting, water mains, and electrical and communication ductbanks. This project was schedule-driven and required extensive coordination with multiple construction projects under construction at the same time. IEM provided CM services for this project.



Marine Ops and Power Shop Building

Construction Contract Value: \$29.8M

This project involved construction of a 14,000 sq. ft. 2-story, steel framed marine operations (office) building and a 50,000 SF 2-story, steel maintenance and repair building with automobile parking lot, internal terminal roadway, site improvements, security fencing around the site, landscaping, site utilities including water, gas, sewer, storm drain, site lighting, electrical and communication ductbanks.

This was a very challenging project since it encountered numerous unforeseen conditions. IEM provided project engineering and field/office engineering services for this project.

Cost Estimating and Constructability Review Services

Contract Value: \$4M to \$36M

IEM prepared construction cost estimates and performed constructability reviews during the 30%, 60%, 90% design phases for the following buildings at Middle Harbor:

- Marine Ops Building
- Power Shop and Crane Maintenance Building
- North Ops and IT Management Building
- Reefer Wash/Gen-Set Facility
- Battery Exchange Building & Carport
- Storage Canopy & Roadability Building
- Chassis Repair Shop Complex

"IEM was an instrumental member of the construction management team. The Port of Long Beach Middle Harbor Team is very happy with their performance."

Ms. Monique Aguilar
Civil Engineer, POLB

Most of the buildings were designed to achieve LEED Gold certification. The Port was very happy with the IEM's construction cost estimates since they were within 3%-5% of the low bids.

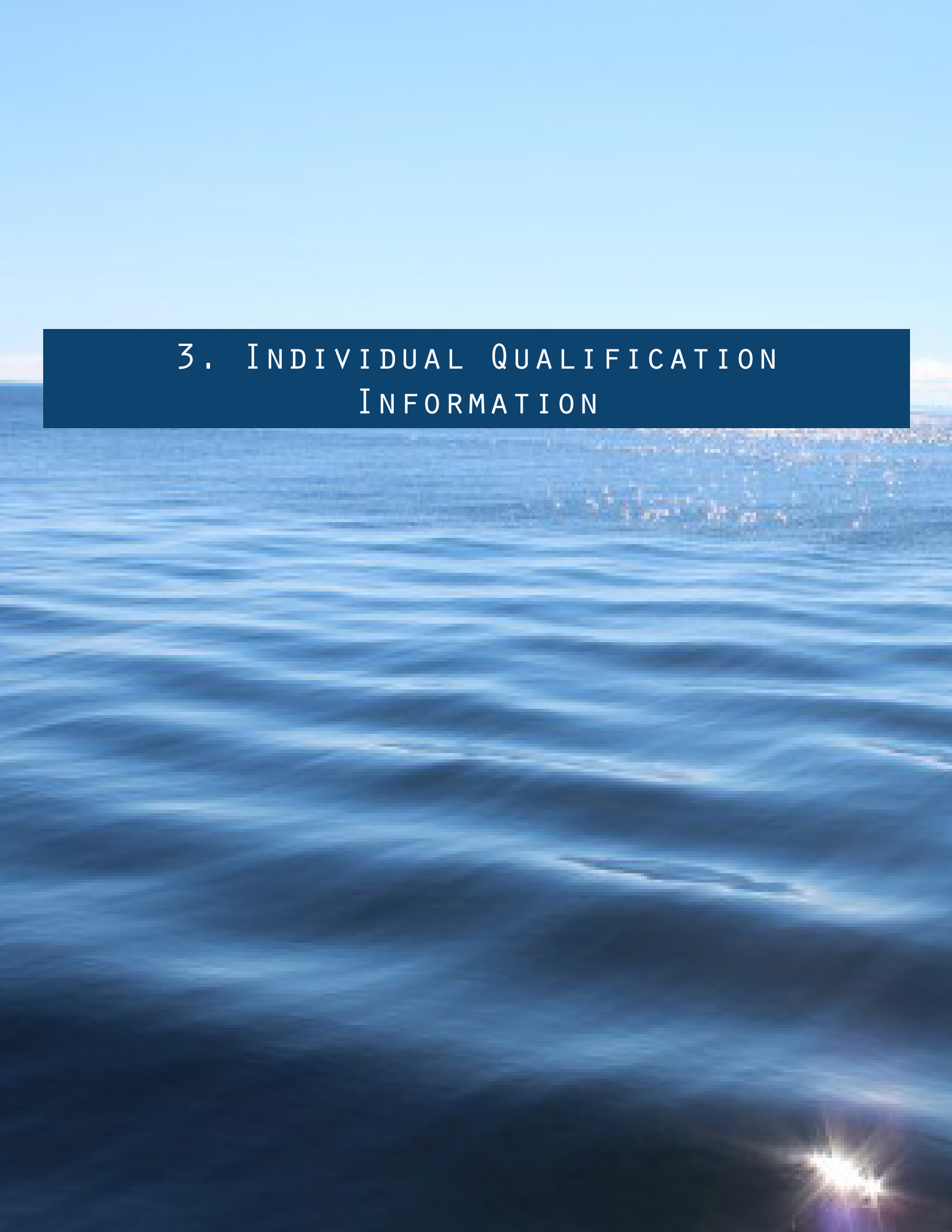


2.3. List of Exceptions to RFP

IEM has read and understands and agrees to comply with the technical scope and requirements of the Request for Proposal (RFP) for On-Call Construction Management Services released by the Los Angeles County Sanitation District (LACSD). We take no exceptions to the provisions of the RFP and will comply with all its technical scope and requirements. We further commit to perform the requested services in compliance with LACSD's standard policies and procedures.

"With the conclusion of our 1st St. Bridge Widening Project, I wanted to thank you and acknowledge the great support and contribution by IEM. The project was very difficult and IEM helped the City control construction costs and kept the work moving."

Mr. Sean Kenney
Construction Manager, Bridge Improvement Program,
City of Los Angeles



3. INDIVIDUAL QUALIFICATION INFORMATION



SECTION 3 INDIVIDUAL QUALIFICATION INFORMATION

3.1. Contract Administrator / Manager



Behjat Zanjani, PE, CCM (IEM)

Role: Contract Administrator / Manager

Experience: 33 Years

Education: MBA; BS, Civil Engineering

Certification/License: PE, CA, No. C58525; CCM, No. 950128; QSD

Ms. Behjat Zanjani, PE, CCM is our proposed Contract Administrator / Manager. She is also the President of IEM and is fully committed to the successful delivery of this contract. Behjat has over 33 years of in-depth experience in team organization and management, contract procurement and administration, site supervision, claims avoidance and mitigation, project controls, and construction/project management services for major public works projects.

Responsibilities - Behjat serves as your single point of contact, taking formal direction from the LACSD Project Manager for the successful delivery of requested services. She will review the requests and draw the best staff members and support resources available to respond to your needs and requests.

Representative Projects - Behjat has an extensive and successful track record in managing on-call construction/project management and related services contracts for major public agencies in Southern California, including small to large diameter pipelines and water and wastewater treatment facilities. She is currently managing IEM’s On-Call CM contracts with LACSD, Ports of Los Angeles and Long Beach, County of Los Angeles Department of Public Works, City of Los Angeles Bureaus of Engineering and Sanitation, and Los Angeles World Airports (LAWA).

Single Point of Contact

Behjat Zanjani, PE, CCM

“I commit to providing the most qualified professionals to support Los Angeles County Sanitation Districts (LACSD) in its needs for On-Call Construction Management services that meets your quality, cost, and schedule goals—just as I have done for multiple public works clients over the past 20 years.

I will stay intimately involved with this Contract with LACSD and will be responsible for the successful delivery of the requested services. I commit to immediately respond to all your requested services needs and contractual matters within the same day.”



3.2. Proposed Staffing Organizational Chart

IEM has assembled a superior CM team of professionals experienced in successfully delivering projects of similar size and complexity to those planned by LACSD for the next three several years. The IEM Team has a proven track record of jointly delivering successful CM projects. We understand programs of this magnitude require a quality, responsive team with a proven track record in safety, risk and financial management, improved value, and continual knowledge transfer in new technologies and delivery methods to successfully deliver your projects, so that LADWP can take over these technologies in managing your programs in the future. The IEM Team organizational chart is presented below.





3.3. Qualifications of IEM Team Members

Resumes of the IEM Team's proposed staff follow.



Samer Suleiman

Role: Construction Manager

Experience: 30 Years

Education: MS, Civil Engineering and MS, Construction Management

Certification/License: Project Management Training Certificate, BOE

Samer has over 30 years of experience in the management, planning, engineering design, and construction related to Capital Improvement Projects with emphasis on schedule, budget, client’s satisfaction, customer service, documentation, communications, and staff development. Successfully managed and delivered the design and construction of multiple challenging and high visibility Collection System Projects.

Responsibilities - Samer has been responsible for daily contract administration, resolution of unforeseen and complex issues, team development, building, tting edge innovative solutions, process improvement, contractor contracts management, schedule and financial management, effective negotiating skills, and community outreach

Representative projects - 1) LACSD District 22 Groups 1 and 2 and District 14 Group 1 Trunk Sewer Rehabilitation, 2) Joint Outfall B Trunk Sewers Group 1 Rehabilitation, 3) Baldwin Park Truck ewer Rehabilitation, 4) Joint Outfall B Trunk Sewer Group 2 Rehabilitation, and 5) Central Business District Sewer Rehabilitation Unit 15.



Ramiro Herrera

Role: Construction Manager

Experience: 31 Years

Education: BA, History

Certification/License: Certified Construction Manager, No. 2909, 30-Hour OSHA Certification

Ramiro has over 30 years of project and construction management experience during project planning, design, bid/award, construction, and close-out phases. He has provided program and project management services on multiple complex civil infrastructure, K-12 and higher education, transit, and public buildings.

Responsibilities - During his tenure, Ramiro has managed project teams, negotiated A-E fees, managed project cost and schedule, performed financial analysis, resolved contract disputes, and provided daily contact administration for multiple public agencies. Mr. Herrera is an expert at building relationships, documentation, and administration of the processes, laws, codes, regulations, and standards enforced by various municipalities.

Representative projects - 1) LACSD District 22 Groups 1 and 2 and District 14 Group 1 Trunk Sewer Rehabilitation, 2) Joint Outfall B Trunk Sewers Group 1 Rehabilitation, 3) Baldwin Park Truck ewer Rehabilitation, 4) Joint Outfall B Trunk Sewer Group 2 Rehabilitation, 5) City of Long Beach Airport Terminal Improvement, and 6) LaCaze Development Parking Structure.



Sam Navid, PE, ENV. SP

Role: Construction Manager

Experience: 32 Years

Education: MS, Mining Engineering/Rock Mechanics; BS, Civil Engineering

Certification/License: PE, CA, No. C66758; ENV. SP; 40-Hrs Haz-Mat; QSD

Sam Navid has over 32 years of experience in construction management for major public works projects including wastewater treatment facilities, pumping plants, pipelines, marine terminal, K-12 school facilities, buildings and parking structures, site utilities and infrastructures, roadways, highways, bridges, grade separations, tunnels, transit/rail projects, and general civil work.

Responsibilities - Sam has been responsible for daily contract administration, cost and schedule control, change order management, reviewing contractor's monthly payment, resolution of unforeseen site issues, inspection, working with various agencies, and reporting to the client. Sam is a team-player and consensus builder.

Representative projects - 1) BOE DCT Blower Air Clean Up System, 2) BOE DCT Chlorine Contact Tanks HPE System, 3) BOE DCT Primary Tanks HPE Piping Replacement, 4) BOE LAG Pond Liner and CIPP, 5) BOE LAG Process Piping Improvements, 6) BOE Hyperion Secondary Clarifiers Upgrade, 7) Hyperion Effluent Pumping Plant Header Replacement & Rehabilitation, 8) Hyperion Class A Batch Process Expansion, 9) Hyperion Liquid Sludge Storage Facility, 10) Hyperion Dice 2 Wet Cake Pumps Replacement.



Senthil Sinnadurai, CCM

Role: Construction Manager

Experience: 26 Years

Education: BS, Civil Engineering; BS, Aerospace Engineering

Certification/License: Certified Construction Manager, Construction Quality Management (CQM); SWPPP; OSHA (30 hrs); Fall Protection (8 hrs); First-Aid (16 hrs); Construction Health & Safety Rep. Certified (120 hrs)

Senthil has over 26 years of experience, as a Construction Manager, Estimator, Quality Control (System) Manager in public and private developments. He has coordinated with all types of engineering disciplines and consultants for design and quality management.

Responsibilities - Senthil has been responsible for daily contract administration, conducting weekly project meetings, reviewing and responding to RFIs and submittals, coordination with utility agencies, cost and schedule management, change order management, claims mitigation and resolution, progress reporting, issue resolution, and constructability review.

Representative projects - 1) Multiple construction projects for LA County Public Works, 2) POLB Demolition of Former Harbor Department Administration Building, 3) AltaSea Berths 58-60 Redevelopment, 4) POLB Pier B Pump Station Upgrade, 5) Long Beach Polytechnic Auditorium, 6) West Los Angeles VA Renovation, and 7) Zimmerman/Terrace View ES Upgrades.



Subhi Kudaimi

Role: Construction Manager

Experience: 25 Years

Education: MS, Architecture; BS, Architecture

Certification/License: Certificate of Traffic Engineering & Control; Recycling and Resource Management

Subhi Kudaimi has over 25 years of experience in construction engineering and construction management for major public works projects including buildings, site utilities and infrastructures, mass excavation and grading, landscaping, and HVAC systems.

Responsibilities - Daily construction contract administration and management, project engineering, alternative design developments to mitigate unforeseen site conditions, constructability review, value engineering, and change order management, processing RFIs and submittals, reviewing responses from the architect/engineer for technical and constructability standpoints, commissioning, progress reporting, claims avoidance and resolution, and final project closeout.

Representative projects - 1) OCSD Administration Headquarter Building, 2) South Administrative Building, 3) Huntington Beach Storm Water Drain System, 4) Culver City Family Crisis Center, 5) POLA Police Headquarter Facility, 6) Santa Ana I-5 Roadside Rock Blanket, 7) Pier 44 Redevelopment, 8) Roadside Rock Blankets for Santa Ana I-5 Freeway, 9) Security Command and Control Center, and 10) Signal Hill Police Station.



Chinwe Iwuchukwu, PMP

Role: Construction Manager

Experience: 11 Years

Education: MS, Telecommunications and Project Management; BS, Physics and Electronics Engineering

Certification/License: Honeywell Automation: Experion PKS Fundamentals; EDISON: Industrial Electricity and Automates controls FCC, Radio Telephony License, Element 1, 3 & 8

Chinwe has over 11 years of experience in providing project engineering and project management services for public works projects. Chinwe is productive, adaptable, and interacts professionally with clients and teammates. She has demonstrated expertise in Control System hardware/software configuration, graphics configuration, I/O assignment, vendor drawings and loop drawings review, control narratives and control philosophy, production design drafting, quality assurance, commissioning support, functional testing, system hand-over and closeout coordination

Responsibilities - Reviewing and responding to RFI's and Submittals, negotiating and processing change orders, contract database maintenance, resolving field issues, assisting in claims mitigation and resolution, and preparing progress reports.

Representative projects - 1) Los Angeles Wastewater Integrated Network Systems (LAWINS), Wastewater Collection System, 2) LAWINS Terminal Island Advanced Wastewater Purification Plant, 3) LAWINS Hyperion Reclamation Plant.



Mike Gonzales, CCM

Role: Construction Manager

Experience: 33 Years

Education: BA, History

Certification/License: Certified Construction Manager, No. 2909, 30-Hour OSHA Certification

Mike has over 33 years of experience in construction management for major public works and private projects including wastewater treatment facilities, K-12 school facilities, public and private buildings, site utilities and infrastructures, and recreational facilities.

Responsibilities - Professional responsibilities have ranged from feasibility study, constructability review, value engineering, schedule and cost management, project controls, processing request for payments, mitigating unforeseen field issues, conducting project meetings, coordination with adjacent construction projects, reviewing and coordinating site utility connections, enforcing EIR and SEQA requirements, coordinating with the permitting agencies and enforcing applicable permit requirements, and field implementation and supervision. Mike has worked on a number of design-build and LEED certified building projects.

Representative projects - 1) BOE Vertical Turbine Pumps, 2) BOE SCFM Process Air Blowers, 3) BOE Four Tertiary Aquadisc Filters, 4) LAUSD Central Region High School No. 12, 5) Viceroy Resort Hotel, 6) Snowmass Center Village, 7) Sofitel Hotel, 8) Del Mar Mixed Use Facilities.



Russ Rasooli, EIT

Role: Construction Manager

Experience: 24 Years

Education: BSc, Civil Engineering; MBA

Certification/License: Engineer-In-Training No. 178136; Construction Quality Management CQM

Russ has over 24 years of experience in construction management for public and private clients for various project types, such as roads and bridges, airports, buildings, site infrastructures and general civil work.

Responsibilities - Professional responsibilities have ranged from daily construction contract administration and management, project planning, alternative design developments to mitigate unforeseen site conditions, quality assurances, project schedule monitoring, cost and change order management, cost estimating, and final project close-out. Russ is a self-starter, a team player, and a result oriented individual.

Representative projects - 1) San Diego County Miramar Water Treatment Plant, 2) USAID Strategic Provincial Road, 3) Kadul-Afghanistan Ministry of Public Works Kabul-Kandahar Road Maintenance, 4) Maimana-Afghanistan Ministry of Transportation and Civil Aviation Regional Airports Upgrading Program.



Kim Romero

Role: Scheduler

Experience: 26 Years

Education: Certification, Accounting, Carter Business School

Certification/License: Certified Primavera P6 User, Certified OAR

Kim has over 26 years of experience in construction project and program scheduling and management. Kim has prepared resource- and cost-loaded master program and project-specific schedules for site utilities (sewer, water, and sewer), wastewater treatment facilities, port and harbor projects, recreational facilities, TBM tunneling, and military housing facilities.

Responsibilities - Creating master program and project schedules, reviewing contractors' baseline and monthly schedule updates, evaluating contractors' requests for time extension, status reporting, funding allocation monitoring, schedule forecasting, earned value analysis, and preparation of owner parallel schedules.

Representative projects - 1) LABOE North Hollywood Sewer Maintenance Yard, 2) Lower North Outfall Sewer Rehab 3) LADWP Ultraviolet Filtration Facility #2, 4) Venice Dual Force Main and Venice Pumping Plant, 4) BOE Generator Replacement, 4) Agua Hedionda Pump Station Replacement (AHLs) Project, 5) Berth 214-220 Redevelopment, 6) Hyperion Advanced Water Purification Facility.



Fay Shariaty

Role: Scheduler

Experience: 14 Years

Education: M. Arch., Architecture with Concentration in Sustainability Design; BS, Computer Information System

Certification/License: CAD Design; Sketch Up

Fay has over 14 years of experience in providing project engineering and scheduling services for public works and private clients in areas such as building construction and renovation, airport facilities, site utilities, grading, and paving and striping projects. She is proficient in Primavera P6 and several web-based document control systems including Oracle Contract Manager and Prolog.

Responsibilities - She has acquired comprehensive skills in various areas such as schedule creation and analysis, cost control and cost management, project/office engineering, inspection, research, building programming, GIS mapping, drafting, rendering, and presentation during her professional and educational experience.

Representative projects - 1) OCSD Control Systems Upgrade, 2) Los Angeles World Airport LAWA CALM Program, 3) BOE Sidewalk Repair Program, 4) Variety of Commercial and High-End Residential Projects, 4and 5) Canoga Park High School Community Garden.



Matt Hall

Role: Scheduler / Cost Estimator

Experience: 35 Years

Education: Coursework, LA Trade Tech.

Certification/License: Certified Primavera P6 User, CA General Building Contractor, B-1 and C-10

Matt has over 35 years of experience in providing construction management, electrical cost estimating, and scheduling services. As a general and electrical contractor, Mr. Hall has completed construction of buildings and sub-systems ranging from wastewater treatment control system, retail and commercial centers, public buildings and facilities, industrial facilities, private clubs and recreational facilities to comprehensive structural, mechanical, electrical and instrumentation upgrades. He is proficient in the use of various estimating and scheduling software programs including Sage Timberline, Microsoft Projects, and Primavera P6.

Responsibilities - Creating master program and project schedules, reviewing contractors' baseline and monthly schedule updates, evaluating contractors' requests for time extension, preparing independent cost estimates, electrical cost estimates, reviewing contractor's change order estimates and electrical change order estimates.

Representative projects - 1) Los Angeles Wastewater Integrated Network Systems (LAWINS) Terminal Island Advanced Wastewater Purification Plant, 2) LAWINS Hyperion Reclamation Plant Replacement, 3) LADWP LAR UV Facilities, 4) Central Los Angeles Recycling and Transfer Station (CLARTS), 5) Genuity Solutions Genuity/Verizon, Level 3 Communications Mondo Condo Project, 7) St. Regis Museum Tower.



Dan Schottlander, CPE, CCP, LEED AP

Role: Senior Cost Estimator

Experience: 36 Years

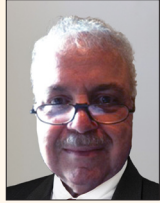
Education: MS, Engineering; BA, Architecture

Certification/License: ASPE Certified Professional Estimator; AACE Certified Cost Professional; LEED AP

Dan Schottlander has over 36 years of experience working on construction projects including general civil, site utilities, buildings, environmental, aviation, transportation, municipal, government, hospitality, commercial, healthcare, educational, and industrial projects. Dan has used various estimating software programs including Sage Timberline, Microsoft Projects, Primavera P6, and eGordian.

Responsibilities - Prepared engineer's estimates from conceptual to final design, hard bid estimates, construction change order estimates and negotiations, cost studies, and escalation analysis, value engineering, and risk assessments. Participated in constructability reviews, value engineering, claims evaluation and resolutions, and construction scheduling.

Representative projects - 1) On-Call Cost Estimating for the County of Los Angeles Department of Public Works, 2) BOE – DCT Levee Renovation Upgrades and Retention Basins, 3) BOE – Argo Sub-Drain Basin Facility Project, 4) MWD – Jensen Solar Generation Facility, 5) BOE - Arsenic Removal Plant- New Well Sites and Pump Station, 6) BOE - VAPP Diversion Structure, 7) BOE - Generator Replacements, 8) BOE Venice Auxiliary Pumping Plant, 9) MWD Water Purification & Reuse Studies, 10) Alpaugh Community Services District Water Treatment Plant, 11) LADWP FS #102 Sewer Improvements, 12) LADWP - USCR Water Quality Improvements.



Richard Warsinger

Role: Sr. Cost Estimator

Experience: 37 Years

Education: Architectural/Mechanical Engineering Coursework

Certification/License: Certified Cost Estimator; Certified Electrical Contractor

Richard has over 37 years of experience years of experience in preparing order-of-magnitude to definitive cost estimates for water/wastewater facilities, marine facilities, hospitals, public buildings, housings, and civil projects. He has been responsible for developing conceptual and hard dollar competitive estimates in the public and private sectors. Richard has held several positions during his career as Chief or Senior Estimator, working in various segments of the construction industry throughout the Western United States. Richard knowledgeable with various software programs including Sage Timberline, Microsoft Projects, and Primavera P6.

Responsibilities - Developing conceptual and hard dollar competitive estimates and change order cost estimates for public sector projects including engineer’s estimates during design and change order estimates during construction.

Representative projects - 1) Weymouth Water Treatment Plant Filter Rehabilitation, 2) LADWP Elysian Reservoir Floating Cover, 3) Fort Irwin Water Treatment Plant, 4) Sunol Valley Wastewater Treatment Plant, 5) Fort Irwin Water Treatment Plant Life Cycle Cost Study, 6) Fort Irwin Wastewater Collection & Distribution, 7) Tracy Water Treatment Plant Long-Term Improvements, and 7) Terminal Island Treatment Plant Interim Centrifuge Improvements.



Jim Burrmann

Role: Electrical Cost Estimator

Experience: 32 Years

Education: Architectural/Mechanical Engineering Coursework

Certification/License: Certified Cost Estimator; Certified Electrical Contractor

Jim has over 32 years of experience in electrical cost estimating and quality assurance services for site utilities, marine, water, wastewater, energy, aviation, transportation, hospitality, healthcare, education, office buildings, and parking structures. Jim has experience using Timberline, Microsoft Projects, and Primavera P6 programs.

Responsibilities - Developing conceptual and hard dollar competitive electrical and instrumentation & control estimates for public sector projects including engineer’s estimates during preliminary to final design phases and change order estimates during construction.

Representative projects - 1) On-Call Cost Estimating Services for the County of Los Angeles of Los Angeles Department of Public Works, 2) POLB Pier T Electrical Vehicle Charging Stations, 3) Los Angeles Wastewater Integrated Network Systems (LAWINS), 4) LADWP LAR UV Facility, 5) LADWP CNG Fueling Stations, 6) Hyperion SCADA Control Improvements, Platform and Gangway Lighting System, New Motor-Control Center, 7) San Mateo County Wastewater Treatment Plant, 8) Fairfield New Water Treatment Facility.



Jody Brumfield

Role: Mechanical/Plumbing Cost Estimator

Experience: 25 Years

Education: AA in Construction; Coursework in Architectural, Engineering Construction and Business Law

Certification/License: -

Jody has over 25 years of experience in preparation of conceptual to detailed cost estimates for plumbing, HVAC, Fire Protection, and mechanical disciplines during various design and construction phases. She has extensive experience in preparing cost estimates for various project types including, residential, commercial, institutional and industrial projects. She has widespread experience as mechanical estimator for HVAC, Plumbing, and Fire Protection for public buildings in addition to mechanical equipment for industrial facilities such as water/wastewater and ports and harbor facilities. Jody has used Sage/Timeline estimating software, as well as, Microsoft Projects, and Primavera P6 software programs.

Responsibilities - Developing conceptual and hard dollar competitive mechanical and plumbing estimates for public and private sector projects including engineer’s estimates during various design phases and change order estimates during construction.

Representative projects - 1) LADWP LAR and LAAFP UV Facilities, 2) LADWP Elysian Reservoir Floating Cover, 3) LADWP CNG Fueling Stations, 4) BOE Terminal Way Pumping Station (TWPP) No. 671 Rehabilitation Project, 5) BOE Ultimate Build-Out of HTP Secondary Treatment Plant, 6) BOE Ferrous Chloride Injection Facility Replacement, 7) BOE Terminal Island Water Reclamation Plant Tertiary Filter Rehabilitation, 8) BOE System Wide Collection System Upgrades, 9) BOE DC Tillman Electrical Mechanical System Modifications.

"IEM provided Construction Management Services for the City of Los Angeles EPP Piping Rehabilitation and Replacement Project. The project had very critical milestones requiring lots of coordination with the Bureau of Sanitation and the Contractor. The Contractor was required to work multiple shifts, 24 hours ad day, 7 days a week to complete this milestone within 30 days. The project was completed through good teamwork, communication, and organization."

Mr. Willis Huffman
Construction Service Manager, EPP Piping Rehabilitation and Replacement, City of Los Angeles Bureau of Engineering



4. COST INFORMATION



SECTION 4 COST INFORMATION

The IEM Team cost information is provided in a separate file in a USB flash drive enclosed with this proposal and as a confidential attachment.

The proposed fee schedule is based on a melded rate from all IEM team members for each professional staffing category. We believe the proposed fees, are competitive for the level of expertise we bring to serve LACSD. The IEM Team has many tools to effectively deploy these resources to provide LACSD with a reasonable and competitive overall cost of services. We understand the pressure LACSD faces for continued delivery of work within an increasingly greater scrutiny and cost control. We are open to work in a collaborative manner to ensure that every assignment we deliver under this contract meets or exceeds LACSD's technical and financial expectations.

"IEM exceeded all our expectations in controlling the project cost and schedule, resolving issues expeditiously, keeping the Port informed of all issues and their resolution, and dealing with the contractor in a fair and reasonable manner."

**Mr. Doug Thiessen, PE
Managing Director, POLB**



5. STATEMENT OF INSURANCE



SECTION 5 STATEMENT OF INSURANCE

IEM has carefully reviewed, understands, and will meet the insurance requirements as specified in the RFP.



APPENDIX A - DETAIL RESUMES



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Behjat Zanjani, PE, CCM, QSD

Ms. Behjat Zanjani has over 33 years of experience in project management, construction management, and project controls services on a broad range of projects such as water and wastewater treatment plants, pump stations, small- to large-diameter pipelines, site improvements and infrastructures, ports & harbor facilities, school facilities, bulk material handling facilities, office buildings, and parking structures. Behjat has worked on a wide variety of projects and has a track record for completing projects on time and within budget without any outstanding issues.

WORK EXPERIENCE

On-Call Construction Management Services, County of Los Angeles Sanitation District, Carson, CA. Contract Administrator / Manager. Behjat is managing IEM's current on-call construction management services contract for Los Angeles County Sanitation Department (LACSD). She is responsible for identifying and assigning qualified staff for the assignments identified by the County.

City of Los Angeles, Bureau of Engineering (LABOE), Playa Del Rey, CA. Contract Manager. IEM has been providing on-call construction management services to LABOE at Hyperion, Glendale, Terminal Island, and D.C. Tillman Wastewater Treatment facilities since 2002. The City has used different contracting vehicles for the services provided by IEM. As IEM's Contract Manager, Behjat has been responsible for assigning qualified and available staff for the requested services, supervising and mentoring the assigned staff, and performing quality control of the final cost estimates and schedules.

On-Call CM Services, Port of Los Angeles (POLA), San Pedro, CA. Contract Administrator. Behjat is currently managing IEM's On-Call CM services contract. She has been successfully coordinating all staffing requests and task order assignments from POLA. Behjat is responsible for identifying and assigning staff to Task Order Requests, monitoring performance of staff and subconsultants, and managing the Contract. Services requested include constructability reviews, project engineering, office engineering, cost estimating, scheduling, document control, and grant reporting.

On-Call CM Services, Port of Long Beach (POLB), Long Beach, CA. Principal-In-Charge. Behjat is currently serving as Principal-In-Charge for providing On-Call Construction Management (CM) services



Role

Contract Administrator/ Manager

Years of Experience

33

Firm

IEM

Education

- MBA, Pepperdine University
- BS, Civil Engineering, San Diego State University

Registrations/Certifications

- RCE, California, C58525
- Qualified SWPPP Developer
- Certified Construction Manager, 950128

References

- Mr. Chris Ackopiantz, Project Construction Manager, POLA, CAckopiantz@portla.org, (310) 732-3778
- Mr. Brian Wilson, Sr. Civil Engineer, POLB, Brian.Wilson@POLB.com, (562) 283-7264



to POLB. Services include cost estimating, scheduling, constructability review, project/office engineering, construction management, document control, and other services as requested by the Port. Behjat is responsible for identifying an assigning staff to task order requests, overseeing staff and subconsultants performances, managing IEM's contract, and ensuring client's satisfaction.

On-Call Cost Estimating and Related Services, County of Los Angeles Department of Public Works (LADPW). San Pedro, CA. Contract Administrator/Project Manager. Ms. Zanjani is currently supervising all cost-estimating, scheduling, bid analysis, and constructability reviews services provided by IEM to LADPW for various facilities. Projects have included site utilities and infrastructures, general civil work, medical facilities, clinics, hospitals, correctional facilities, parks and recreational facilities, fire stations, and housing facilities.

CTH-06 - River Supply Conduit (RSC) Improvement, LADWP, Los Angeles, CA. Permit Coordinator. This project consisted of approximately 17,000 linear feet of 78-inch steel water pipeline to be installed from North Hollywood Pump Station to the surrounding streets in North Hollywood. Tunneling and open cut trenching construction methods were used for construction of this pipeline project. The pipeline alignment runs through several congested major streets and neighborhood in Los Angeles. Behjat was responsible for coordination and procurement of all required permits from the governing agencies for construction of this project. The permitting agencies included City of Los Angeles Department of Public Works, LADPW, Los Angeles Department of Transportation (LADOT), Army Corps of Engineers, Federal Aviation Administration (FAA), OSHA, Air Quality Management District (AQMD), Regional Water Quality Control Board (RWQCB), and California Department of Toxic Substance Control.

Los Angeles Unified School District, LA, CA. Sr. Project Manager. Behjat served the District in the following roles: 1) resolving construction contract claims and audit findings, 2) developing policies and procedures manuals for project development, 3) managing design contracts for various school facilities, and 4) managing construction of several modular building additions to various school sites.

Sedona Pump Station and Irrigation Facility, Sedona, AZ. Construction Manager. Ms. Zanjani served as Construction Manager in charge of two separate and concurrent contracts for construction of a 15-mgd pump station and a 210-acre irrigation facility. The irrigation facility was constructed over sensitive Native American Indian reservation land and required extensive coordination with numerous agencies. Both contracts were successfully completed on time and within budget.

RIX Tertiary Treatment Plant and SARI/RIX Pipelines, Colton, CA. Construction Manager. This was two separate and concurrent contracts for construction of a 44-mgd Tertiary Treatment Facility and RIX and SARI pipelines. The major components associated with this project were: (a) construction of 6.6 miles of 57-inch and 36-inch pipelines conveyance system linking the two secondary treatment plants to the RIX site, (b) ten infiltration basins, (c) drilling, development, and construction of 32 extraction well system, (d) UV disinfection system, (e) 66-inch outfall pipeline, (f) site facilities including an administration and operations building and flood control embankment around the site.



Samer Suleiman

Mr. Suleiman has over thirty years of experience in the management, planning, engineering design, and construction related to Capital Improvement Projects with emphasis on schedule, budget, client’s satisfaction, customer service, documentation, communications, and staff development. Successfully managed and delivered the design and construction of multiple challenging and high visibility Collection System Projects demonstrating strength in finding cutting edge innovative solutions, complex issues resolution, process improvement, consultant’s contracts management, schedule and financial management, effective negotiating skills, and community outreach.

WORK EXPERIENCE

On-Call Construction Management Services, County of Los Angeles Sanitation District No. 2, Whittier, CA. Construction Manager. Samer is currently managing seven concurrent pipe relining projects for Los Angeles County Sanitation Department. He is responsible for daily construction contract administration, managing delivery of the owner-furnished equipment, coordinating with the onsite County inspectors, reviewing contractor’s baseline and monthly schedule updates, reviewing contractor’s submittals including traffic control plans, responding to the contractors’ request for information and correspondences, project cost and schedule management, and reporting to the Owner. Representative projects are as follows:

- *Project No. 1000986; District 22 Trunk Sewer Group 1 Rehabilitation*
- *Project No. 1000989; District 14 Trunk Sewer Group 1 Rehabilitation*
- *Project No. 1000991; District 22 Trunk Sewer Group 2 Rehabilitation*
- *Project No. 1000992; Joint Outfall B Trunk Sewers Group 1 Rehabilitation*
- *Project No. 1000987; Baldwin Park Trunk Sewer Rehabilitation*
- *Project No. 1001000; Joint Outfall B Trunk Sewers Group 2 Rehabilitation*



Role

Construction
Manager

Years of Experience

30

Firm

IEM

Education

- Master of Science in Civil Engineering, Construction Management, San Jose State University
- Bachelor of Science in Civil Engineering, California State University, Los Angeles

Registrations/Certifications

- Project Management Training Certificate, Bureau of Engineering 2007
- Attended various seminars on Construction Management

References

- Donald Drorbaugh, Supervising Engineer, LACSD, ddrorbaugh@lacsd.org, (562) 908-4288 ext. 2176
- Sri Nannapaneni, Senior Engineer, LACSD, srinannapaneni@lacsd.org, (562) 908-4288 ext. 2146



Various Projects at City of Los Angeles Bureau of Engineering (LABOE), Los Angeles, CA. Program/Project Control Engineer. Samer served as Program/Project Control Engineer for various projects, work included:

- *Managed multiple Wastewater Collection System Programs* for the delivery of various challenging Capital Improvement Projects. Programs includes, the North Outfall Sewer Program, Major Sewer Program, Secondary Sewer Repair Program, and the Pumping Plant Program.
- *Prepared monthly Master Schedules for the Collection System Program*, the Work Program Resource Requirement (WPRR), as well as various quarterly and annual reports to the Bureau of Engineering upper management and the client, LA Sanitation Environment.
- *Managed Consultant's Contracts Task Order Solicitation for Sewer Engineering Support Services.* Reviewed and approved Requests for Proposal, Proposals, and Notices to Proceed for various sewers projects, including but not limited to, staff augmentation, structural design support, traffic control plans, sewers pipes and maintenance holes inspections.
- *Team leader for analyzing bid items* to establish unit costs for both major and secondary sewer projects. Performed project delivery benchmarking studies for the collection system projects.

LABOE Central Business District Sewer Rehabilitation Unit 15, Los Angeles, CA. Program/Project Control Engineer. This project will rehabilitate approximately 2,732 linear feet of an existing 24-inch circular sewers in the Central Business District through predominantly residential areas using Cured-In-Place pipe (CIPP) method. Samer supported design team in the preparation of the baseline schedule, budget, and cost estimate, prepared cash flow analysis of the project, review and approve schedule changes, and communicated with the client on the progress of the project on monthly basis. Samer also reviewed and approved Sub-Tasks for consultants' preparation for the design support of the structural plans as well as the traffic control plans and assisted in the preparation of the bid package and the board report to award the project.

LABOE North Outfall Sewer Rehab Unit 1 – Van Ness to Western, Los Angeles, CA. Construction Manager. The project rehabilitated about 2,200 linear feet of 78-inch semi-elliptical brick sewer pipe by lining. The project also provided for removal and replacement of a junction structure, construction of new trap maintenance holes, sewer cleaning, odor control, sewer bypass, and traffic control. Samer worked closely with the project team in the preparation of the cost estimate and project schedule. He prepared and implemented all change authorization regarding project budget and schedule. Responsible for bids review delta analysis, reviewed and approved Sub-Tasks for consultants' preparation for the design support of the structural plans as well as the traffic control plans. Samer also assisted in the preparation of the bid package and the board report to award the project.



Ramiro Herrera

Ramiro Herrera offers over 31 years of management experience during project planning, design, bid/award, construction, and close-out phases. He has provided program and project management services on multiple complex civil infrastructure, K-12 and higher education, transit, and public buildings. During his tenure, Ramiro has managed project teams, negotiated A-E fees, managed project costs and schedule, performed financial analysis, resolved contract disputes, and provided daily contact administration for multiple public agencies.

WORK EXPERIENCE

On-Call Construction Management Services, County of Los Angeles Sanitation District No. 2, Whittier, CA. Supervising **Construction Manager.** Ramiro is currently supervising the Construction Manager assigned for seven concurrent pipe relining projects for the Los Angeles County Sanitation Department. He is responsible for overseeing construction contract administration, reviewing contractor’s baseline and monthly schedule updates, project cost and schedule management, and reporting to the Owner. Representative projects are as follows:

- *Project No. 1000986; District 22 Trunk Sewer Group 1 Rehabilitation*
- *Project No. 1000989; District 14 Trunk Sewer Group 1 Rehabilitation*
- *Project No. 1000991; District 22 Trunk Sewer Group 2 Rehabilitation*
- *Project No. 1000992; Joint Outfall B Trunk Sewers Group 1 Rehabilitation*
- *Project No. 1000987; Baldwin Park Trunk Sewer Rehabilitation*
- *Project No. 1001000; Joint Outfall B Trunk Sewers Group 2 Rehabilitation*

Port of Long Beach (POLB) On-Call Construction Management Services, Long Beach, CA. Senior Cost Estimator. As part of IEM’s On-Call CM Services contract, Ramiro has been providing cost estimating services on the Microgrid Project Cost Auditing and Cost Auditing for Job Order Contracts (JOC).

POLB Pier D48-D50 Transit Shed Abatement and Demolition, Long Beach, CA. Senior Cost Estimator. This project involved studying various options for abatement and demolition or re-occupy of an existing 130,000 sq. ft. transit shed building. Ramiro provided cost estimating the rebid support services.



Role

Construction
Manager

Years of Experience

31

Firm

IEM

Education

- BS, Building Construction, Texas A&M University

Registrations/Certifications

- --

References

- Donald Drorbaugh, Supervising Engineer, LACSD, ddrorbaugh@lacsd.org, (562) 908-4288 ext. 2176
- Ms. Parisa Dadmehr, Project Manager, LADPW, pdadmehr@ladpw.org, (626) 300-2334



POLB Pier B On-Dock Rail Support Facility, Long Beach, CA. Senior Cost Estimator. Ramiro provided engineer’s cost estimate and provided review and comments on the unit prices used in the estimates.

On-Call Construction Management Services, County of Los Angeles Public Works (LADPW), Alhambra, CA. Senior Cost Estimator. Ramiro is currently providing all cost-estimating efforts provided by IEM to the County of Los Angeles Department of Public Works for various facilities from preliminary to final design phases and construction change orders. Projects have included. Representative projects are as follows:

- Olive View Emergency Power Upgrade
- Olive View Restorative Care Village
- Olive View UCLA Fire Alarm/Nurse Call System
- Martin Luther King Medical Center Child and Family Wellness Center
- LAC+USC 2E Reno
- LAC+USC 7A and 3D Reno
- Olive View Sewer Repair
- High Desert Hospital
- Martin Luther King Medical Center Clinical Lab & Red-Bag Storage Relocation
- Civic Center Central Plant Refurbishment – AQMD
- LAC+USC Nurse Call Station Replacement
- LAC+USC Angiography Suite Remodel

Burma Gate Bollards, 3001 Crest Road and PVC Restroom Improvements, City of Rancho Palos Verdes, Rancho Palos Verdes, CA. Senior Project Manager. Ramiro managed three projects that included site utilities, structural upgrades, and renovation projects for Rancho Palos Verdes. He was responsible for developing project scope of work, managing the design efforts, performing constructability reviews, ensuring construction compliance to applicable codes and regulations, coordinating with outside governing agencies, reviewing, and responding to RFI’s and submittals for contract conformance, preparing progress reports, and evaluating and negotiating construction change orders.

Various Project, Various Clients, San Pedro, CA. Senior Cost Estimator. Ramiro has been preparing engineer’s level 2 to level 5 cost estimates ranging in value from \$50,000 to over \$100 Million in construction value. He has also prepared change order estimates and participated in their negotiations. Ramiro is familiar with preparing cost estimates in all disciplines. Projects have ranged from site developments and general civil, building demolition, marine facilities, and water and wastewater facilities. Projects included:

- Long Beach Transit HQ Tenant Improvement
- County of Los Angeles Canoga Park Headwaters Pavilion
- POLA San Pedro Waterfront B74-83 Promenade
- MWD Badlands Tunnel Surge Control Facility
- UC Davis Electrical Duct Bank



Sam Navid, PE, QSD, ENV. SP

Mr. Navid is a Registered Civil Engineer with over 32 years of professional experience in construction/project management services for major public works projects including marine terminal facilities, fire stations, school facilities, public buildings and parking structures, street improvements, roadways, highways, bridges, tunnels, and general civil work projects. He has had direct contribution to the successful completion of numerous projects.

WORK EXPERIENCE

Various Projects at City of Los Angeles LAG and DCT Wastewater Treatment Plants. Los Angeles, CA. Construction

Manager. Sam is currently serving as Sr. Construction Manager for various projects for the City of Los Angeles Bureaus of Engineering (LABOE) and Sanitation (LABOS). Sam is responsible for managing the contraction contracts, resolving construction issue, change order management, staff management, dispute resolution, coordination with project stakeholders, cost and schedule management, and reporting. Representative projects are as follows:

- ***DCT Blower Administration Building HVAC System Replacement*** – This project includes re-roofing, replacement of existing HVAC, in-kind replacement of tile suspended ceiling and teakwood suspended ceiling, and all associated electrical and mechanical systems.
- ***DCT Blower Air Clean Up System*** – This project constructed complete biological system consisting of reinforced concrete Biotrickling Filter with three layers of filter media, degreasers, mist eliminator, foul air blowers, recirculation pumps. Foul air FRP ducting, mechanical piping, civil, structural, electrical, and instrumentation control system.
- ***DCT Chlorine Contact Tanks HPE System Improvement*** – This project replaces the High Pressure Effluent (HPE) piping and infrastructures, valves, site utilities, and structures in the Chlorine Contact Tanks.
- ***DCT Primary Tanks HPE Piping Replacement*** – This project replaces the existing corroded copper HPE piping located at the 27 Primary Settling Tanks with new piping as well as installation of three surge tanks on HPE loop system.



Role

Construction
Manager

Years of Experience

32

Firm

IEM

Education

- MS, Mining Engineering/Rock Mechanics, Southern Illinois University
- BS, Civil Engineering, Southern Illinois University

Registrations/Certifications

- RCE and QSD, California, C66758
- Envision Sustainability Professional (ENV. SP), Institute for Sustainable Infrastructure

References

- Mr. David Copp, Sr. Civil Engineer, LABOE, david.copp@lacity.org, (310) 648-6188
- Mr. Darrin Lambrigger, Director of CM, POLB, lambrigger@polb.com, (562) 590-4172



- **LAG Pond Liner and CIPP** – Project scope of work included installation of HDPE pond liner and Cured-In-Place Pipe (CIPP) liner inside 485 lineal feet of 72-inch diameter reinforced concrete pipe that is used to fill the existing pond, clearing, grubbing, and re-grading of the pond’s soil in preparation for installation of two 60 mil thick double High Density Polyethylene (HDPE) geomembrane liner covering approximately 91,107 sq. ft. of the pond area up to the top of the existing pond perimeter retaining walls.
- **LAG Process Piping Improvements** - Project scope included demolition, removal, and replacement of twenty-two sections of existing pipe, with a total length of approximately 9,000 feet. The piping to be demolished, removed, and replaced includes but is not limited to HPE lines, process air lines, and instrument air lines. Piping is primarily made of carbon steel and polymers. Replacement piping will be of stainless steel and coated galvanized carbon steel.

Various Projects at City of Los Angeles Hyperion Wastewater Treatment Plant (HTP), Los Angeles, CA. Construction Manager. Sam served as Construction Manager for the following two (2) discrete and concurrent construction projects:

- **HTP Secondary Clarifiers Upgrade, Phase 1** – This project consisted of rehabilitation of the structural components that had experienced severe corrosion, at 16 (four modules) out of the 36 Secondary Clarifiers at HTP. These components included the entire steel catwalk system, flocculation support anchor rods and steel plate, the weir supports and associated anchor bolts, the main drive motor, the rotating weirs and its associated systems, as well as refurbishing the submerged steel components (the raker arm, flocculation well, tilting weir etc).
- **HTP Effluent Pumping Plant Header Replacement & Rehabilitation** - Project scope included rehabilitation of the HTP Effluent Pumping Plant (EPP) Main Header piping and valves ranging from 54-inch to 120-inch carbon steel pipes; rehabilitation and coating of existing suction pump pipes with Internally Bonded Carbon Fiber Reinforced Polymer Lining; and replacement of main discharge header pipes. The project required extensive coordination with the Plant operation staff to minimize interruption to Plant’s operations and coordination of extensive Environmental Monitoring Program including public outreach program with all municipality, regulating agencies, and project stakeholders.

POLB Pier E Terminal North Gate Redevelopment, Long Beach, CA. Construction Manager. This \$27M project was schedule driven and required extensive coordination with multiple concurrent construction projects to ensure timely completion to accommodate the new tenant, LBCT. It also required coordination with multiple oil companies for abandoning and removal of exiting underground oil line utilities, oil wells that conflicted with the project, and constructing a new TOPKO Utility Corridor.

POLB Middle Harbor Terminal Buildings Demolition, Long Beach, CA. Construction Manager. Sam served as Construction Manager for abatement and disposal of hazardous materials from eight existing obsolete terminal buildings. The project included the demolition and complete removal of eight (8) buildings, cutting and capping existing utilities, excavating and grading of the building sites to match existing grade as part of modern contiguous 342-acre Middle Harbor Terminal Redevelopment Program.



Senthil Sinnadurai, CCM

Mr. Sinnadurai has over 26 years of professional experience, as a Project Manager, Construction Manager, Estimator, Quality Control (System) Manager, and Sr. Project (Cost Control) Engineer in public and private developments. This includes coordination with all types of engineering disciplines and consultants for design and quality management. He is also experienced in contract management, cost management, change order negotiation and management, issue resolution management, and cost and value engineering. In addition, Mr. Sinnadurai has safety coordination and management experience.

WORK EXPERIENCE

Multiple Projects, County of Los Angeles Department of Public Works, Alhambra, CA. Sr. Project Manager. Senthil has been managing four concurrent projects for the County of Los Angeles Department of Public Works. Scope of these projects include general civil, site utilities and infrastructures, demolition, roadway paving, curb and gutter, traffic signal modifications, streetlights restoration, and miles of undersized domestic water main for restoration. Senthil has been managing these projects from their design development through construction.

City of Rancho Palos Verdes On-Call Construction Management Services, Rancho Palos Verdes, CA. Sr.

Construction Manager. Senthil manages various projects for the City of Rancho Palos Verdes including assigning other Construction Managers to selected project. He was responsible for developing project scope of work, managing the design efforts, performing constructability reviews, ensuring construction compliance to applicable codes and regulations, coordinating with outside governing agencies, reviewing, and responding to RFI's and submittals for contract conformance, preparing progress reports, and evaluating and negotiating construction change orders.

Port of Long Beach (POLB) Pier B Pump Station Upgrade, Long Beach, CA. Sr. Construction Manager.

Senthil replaced the original construction manager for this pump station upgrade project to bring back the foreseeable delays caused by lack of coordination by the Contractor and several unforeseen conditions. He worked with the contractor, the design engineer, and the Port to review and adjust contractor's project schedule to minimize the project delay. He also estimated, negotiated, and processed



Role

Construction
Manager

Years of Experience

26

Firm

IEM

Education

- BS, Civil Engineering, Carleton University, Ottawa Ontario, Canada
- BS, Aerospace Engineering, Carleton University, Ottawa Ontario, Canada

Registrations/Certifications

- Const. Quality Management (CQM)
- Construction Site Safety, LA Basic of Supervising (40hrs)
- Const. Health & Safety Rep. Certified (120Hrs)

References

- Mr. Brian Wilson, Sr. Civil Engineer, POLB, Brian.Wilson@POLB.com, (562) 283-7264
- Ms. Lubna Kidness, Construction Manager, LAUSD, lubna.kidness@lausd.net, (213) 393-8145



change orders, conducted weekly progress meetings, reviewed and processed RFI's and submittals, evaluated contractor's requests for substitutions, prepared weekly progress reports, reviewed and processed contractor's pay application, coordinated with public agencies, and conduct project closeout activities. This project consisted of new power distribution system and upgrades to building electrical, mechanical, and plumbing systems with installation of new three 500HP and one 250HP pumps while the pump house continued to serve the current demand. Utilized Primavera Unifier and Bluebeam.

AltaSea Berths 58-60 Redevelopment at POLA, San Pedro, CA. Sr. Construction Manager and Permit Administrator. Senthil managed the installation of temporary electrical feed for the future temporary offices to allow for a major renovation project on 180,000 SF heritage building at POLA. He is currently managing replacement of 216,000 SF roof with TPO material before installation of 2MW rooftop solar system and underground electrical system, facility redevelopment, and installation of new medium voltage power feed to Berths 58-60 warehouses. Mr. Sinnadurai was also administrating the permitting requirements with local, state, and federal agencies for new coastal areas development projects, preparing monthly progress reports, conducting weekly meetings with the contractor, preparing and processing change orders, site inspection, and project closeout.

POLB Demolition of Former Harbor Department Administration Building, Long Beach, CA. Sr. Construction Manager. Senthil managed the abatement and demolition of this eight-story, steel frame building with reinforced concrete floors and walls. It covers an area of approximately 17,620 sq. ft. Building exterior consists of ceramic tiles. Building foundation consists of reinforced concrete strip footings, pile caps, and piles. Scope of work includes abatement and demolition the entire building including all structures, foundations, plumbing and mechanical components, electrical components, elevators, roof-top equipment, furniture, and all other items in and on the building. Senthil was responsible for daily contract administration, cost and schedule management, change order management, resolving unforeseen site conditions, and progress reporting.

Multiple Projects, County of Los Angeles Department of Public Works (LADPW), Alhambra, CA. Sr. Cost Estimator. Senthil has been reviewing the Job Order Contractors' (JOC) cost proposals including OSHPD construction projects, various systems and facilities demolition, fire smoke damper replacement, emergency power upgrades, Fire Alarm and Nurse Call System modifications, other building system renovations, as well as new projects utilizing eGordian and SimpleBid software's. The estimation scope also includes site utilities, infrastructures, general civil work, demolition of central plants, addition of new office buildings, and refrigerated storage spaces. Senthil is an expert in the cost data and inclusion/exclusion in these programs.

POLB Pier G Shiploader 2 Replacement, Long Beach, CA. Sr. Scheduler. Senthil is the lead scheduler for a shiploader design-build and replacement project. The project is scheduled to complete by two separate and concurrent construction contracts, one for the design and installation of the shiploader and the other is for the site infrastructure. Initially, Mr. Sinnadurai prepared the project baseline schedule. He has been updating the schedule monthly and assisting the team members to stay on schedule for completion of the project.



Subhi Kudaimi

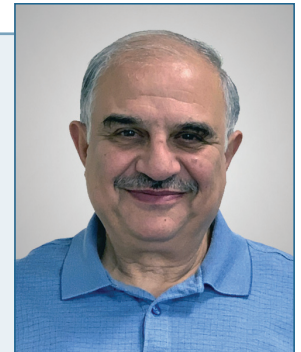
Mr. Kudaimi has over 25 years of experience in PM/CM, project controls, schedule management, cost management, and quality control for major public works projects including infrastructures and site utilities, mass excavation and grading, landscaping, sitework, MEP systems, building structures, and HVAC systems for various types of projects; including police facilities, office buildings, parking structures, K-12 school facilities, public buildings, site utilities, and demolition projects. Subhi has excellent written and verbal communication skills and has proven to be a team player and a result oriented individual. Subhi is knowledgeable in LEED green design, construction, and operation and has a recycling and resource management certificate.

WORK EXPERIENCE

Orange County Sanitation District (OCSD) Headquarters Complex at Plant No. 1, Long Beach, CA. Field Engineer.

As the Field Engineer, Subhi is responsible for daily contract administration, evaluating and processing contractor’s change order requests for merit, resolution of unforeseen site conditions, participating in change order negotiations, preparing, and processing change orders, cost, and schedule management, overseeing project quality control, reviewing and processing RFI’s and submittals, assisting with building commissioning and project close-out. The project includes an area of approximately 5-acres, a new 110,000-square foot, three-story headquarters LEED Gold compliant building that consists of a lobby, a Board Room/Multipurpose Room, Administrative Offices and 261 parking spaces. The project will also include a 128 ft long painted steel, open-air pedestrian bridge over Ellis Avenue connecting the second floor of the building to stairs and an elevator within the secure perimeter of OCSD’s Plant No. 1. The project will construct a public entrance plaza, an exhibit plaza, and a landscaped employee courtyard. Hybrid mass timber construction combined with expressed steel-braced frames to be utilized in the building with unitized curtain walls system and terracotta rain screens system for the building envelope.

Port of Long Beach Middle Harbor Pier E South Administration Building, Long Beach, CA. Senior Project Engineer. Subhi served as the Project Engineer for this 2-story, LEED Gold administration building with roof terrace. The scope of project also includes grading, pile driving, site utilities, paving, fire protection and life safety, solar panels, glazed curtain walls, and raised access floor system. Subhi is responsible for daily contract administration, resolution of unforeseen site conditions; evaluating and



Role
 Construction Manager

Years of Experience
 25

Firm
 IEM

Education

- MS, Architectural Engineering, Kyoto
- BS, Architectural Engineering, Damascus University

Registrations/Certifications

- Recycling and Resource Management Certificate

References

- Mr. David Tran, Sr. Civil Engineer, POLB, david.tran@polb.com, (562) 283-7263
- Mr. Joseph Khillia, Project Manager, POLB, joseph.khillia@polb.com, (657) 464-4480



processing contractor's change order requests for merit and cost and schedule impacts; participating in change order negotiations; coordinating with adjacent ongoing construction contractors; cost and schedule management; coordination with utility agencies and companies to relocate their utilities; processing RFI's and submittals and reviewing responses from the architect-engineer for technical and constructability standpoints; commissioning; and project close-out.

Pier 44, Marina Del Ray, CA. Project Manager. This was a \$3.5M and 83,253 sq. ft. redevelopment project, which will include a Trader Joe's grocery store, a West Marine boating supply store, an updated yacht club, and a mix of other retailers and restaurants along a waterfront promenade. The plan includes parking spaces for at least 462 cars and 100 bikes.

University of California San Diego (UCSD), San Diego, CA. Project Manager. Subhi served as the Project Manager for the \$4.6M, 10,200 sq. ft. renovation and addition construction project for UCSD. Mr. Kudaimi's responsibilities included overseeing and directing the construction project, reviewing the project schedule and cost, and coordinating and directing construction workers and subcontractors.

Port of Long Beach Security Command and Control Center, Port of Long Beach, CA. Senior Project Engineer. As part of the general contractor's team, Subhi was responsible for preparing, reviewing and processing Requests for Information and Submittals; assisting in preparation of monthly project progress reports; and attending the weekly progress meetings. He was also evaluating potential project delays; working with the CM and the design engineer to prepare alternative designs to mitigate unforeseen site conditions; preparing change order cost proposals; negotiating change orders with the CM and processing change orders; preparing project record drawings; and assisting with project closeout tasks. The project received Silver LEED certification upon completion.

Port of Los Angeles Police Headquarter Facilities, San Pedro, CA. Senior Project Engineer. As part of the general contractor's team, Subhi was responsible for preparing and processing Requests for Information and Submittals; maintaining tracking logs using BuzzSaw document tracking software; and assisting in preparation of monthly project progress reports. He was also responsible for attending the weekly progress meetings; evaluating potential project delays; and preparing alternative designs to mitigate unforeseen site conditions. Subhi was also responsible for negotiating change orders with the contractor and processing change orders; preparing project record drawings; assisting with project closeout tasks, and coordinating the pile driving for the parking structure. The project received Gold LEED certification upon completion.



Chinwe Iwuchukwu

Chinwe Iwuchukwu has 11 years of experience in providing project engineering and construction management services for public works projects. Chinwe is productive, adaptable and interacts professionally with the clients and teammates. She is very familiar with the contract management procedures, especially in the Los Angeles area. She is also knowledgeable of the project labor agreements, and the processing of necessary permit(s) with the agencies, providing response to technical RFI's and Submittals, negotiating and processing change orders, contract database maintenance and showing progress through project reports. Chinwe has demonstrated knowledge in fiber optic network backbone implementation, estimating change orders, controls system process improvement, Graphics/Human machine interface and critical path scheduling.

WORK EXPERIENCE

Los Angeles Wastewater Control System Replacement / Los Angeles Integrated Network Systems (LAWINS), Los Angeles, CA. Instrumentation Control Engineer. Chinwe is currently serving as the Instrumentation Control Engineer for this design/build/maintain program being managed by a consolidated team from Carollo (previously Jacobs/CH2M), IEM, and the City of Los Angeles Bureau of Sanitation. The program management team manages the Design-Build contractor for replacement of the aging Distributed Control Systems (DCS) utilized to monitor and control all of the process operations throughout the existing five city of Los Angeles wastewater treatment plants, the 7,500 miles of piping, as well as all the pumping plants under the control of the City. The new system will allow the City to operate, control, and monitor any of the treatment plants from a single location or multiple locations throughout the City via fault tolerant Ethernet secured wide area network. The new system will also centralize the gathering of historical information across the "Enterprise" for the coordination of facilities, resources, reporting, and energy management.

Chinwe is responsible for reviewing hardware and software configuration; performing software readiness test and functional test; managing completion of closeout open cut-over punch list items; reviewing as-built loop drawings including but not limited to Control Narratives, Master Engineering Database and P&IDs. She also provides quality assurance for drafters in support of design effort, manages day-to-day



Role

Construction
Manager

Years of Experience

11

Firm

IEM

Education

- MS, Telecommunication and Project Management, University of Wales, U.K.
- BS, Physics & Electronics Engineering, University of Wales, U.K.

Registrations/Certifications

- Honeywell Automation: Experion PKS Fundamentals
- EDISON: Industrial Electricity and Automates Controls

References

- Mr. Sam Alavi, Sr. Civil Engineer, LABOS, sam.alavi@lacity.org, (310) 648-5733
- Mr. Ali Poosti, Assistant Division Manager, LABOS, ahpoosti@yahoo.com, (818) 281-2670



Supervisory Control and Data Acquisition (SCADA) Enterprise systems design and implementation; manages operation readiness testing for 5-pump station control strategy and alarm management, and is directly responsible for coordinating SCADA interface requirements and key performance indicators (KPI's).

LAWINS, Terminal Island Advanced Wastewater Purification Plant, Terminal Island, CA.

Instrumentation Control Engineer. Chinwe served as Instrumentation and Controls Engineer for Terminal Island Advanced Wastewater Purification Plant Upgrade from 6 to 12mgd. In this role, she was responsible for managing hardware and software Distributed Control System (DCS) Enterprise testing. Chinwe's responsibilities included reviewing control systems submittals (control narratives, P&IDs, software configuration, graphic configurations, field verifications) by an EPC; performing FAT, operational readiness tests of software/graphics configurations, Historian testing, SAT and cut-over; working with the City of Los Angeles Bureau of Sanitation to help transform remote controls system operation towards improving business processes and reducing cost of upgrade at the wastewater treatment facilities; and performing production design drafting/checking as part of as-built closeout activities.

LAWINS, Hyperion Reclamation Plant, Playa Del Rey, CA. Project Engineer. Chinwe assisted the Program Management team to perform the following tasks:

- Managing replacement of a large-scale DCS utilized to monitor and control over ten thousand (10,000 plus) digital and analog inputs and outputs operational signals at the Hyperion Reclamation Plant under the control of the City.
- Testing of hardware and software DCS Enterprise.
- Design of 50% of human-machine interface (operator displays) to meet the principles of Abnormal Situation Management (ASM) Consortium.
- Supported secondary treatment software control narrative operational testing.
- Delivered technical project progress and constraints to Owner.
- Coordinate punchlist documentation to ensure compliance with specifications, codes, and the City of Los Angeles requirements.

Technical Support Operation. Office Engineer. Chinwe developed the ability to deploy proactive business case and gain strategic advantage in the very competitive telecom sector. She worked with internal teams to translate customer's expectations, assisted in site documentation activities (base station upgrades), and prepared activity reports with up-to-date data.



MICHAEL GONZALES, CCM

Mr. Gonzales has over 33 years of experience in construction management, project controls, schedule management, cost management, and quality control for a variety of private and public work projects including school facilities, wastewater facilities, commercial, retail, data centers, hospitality centers, public buildings, and institutional facilities. Mike is self assured and innovative with the proven ability to oversee multiple complex projects.

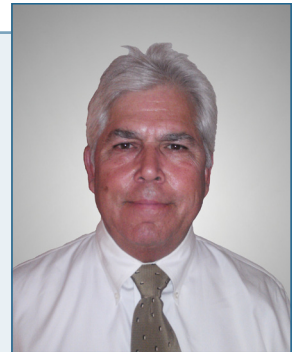
Mike is articulate, a collaborative communicator, and a leader with the ability to develop open and productive relationships with owners, A&E design firms, public agencies, colleagues and contractors. Professional responsibilities have ranged from feasibility study, constructability review, value engineering, schedule and cost management, project controls, and field implementation and supervision. Mike has worked on a number of design-build and LEED certified building projects. He was the construction manager for the first LEED Platinum rated building constructed in the United States (Natural Resources Defense Council, Santa Monica).

WORK EXPERIENCE

Los Angeles Unified School District (LAUSD) Marquez Charter Slope Stabilization, Los Angeles, CA. Construction Manager. Michael served as the Construction Manager managing construction of Marquez Charter Slope Stabilization Project for LAUSD. This project created unique contractual

challenges due to the tight project delivery schedule. To expedite the project delivery, LAUSD decided to utilize specialty Job Order Contractors (JOC). Scope of work included demolition, site utilities, sitework, ADA compliance, building construction, air conditioning, soil abatement, and hardscaping and landscaping.

LABOE Various Projects, Los Angeles, CA. Construction Manager. Michael managed three facility upgrade projects with a value of \$12.5M at two wastewater treatment plants for City of Los Angeles, Bureau Engineering. The projects involve infrastructure and support for the installation of three vertical turbine 1500 HP pumps, three 1500HP-27,000 SCFM Process Air Blowers, and four tertiary AquaDisc Filters. The work includes structural support, process piping, electrical and controls integration. Mike is the BOE representative in the field, responsible for all daily construction management and contract administration services. He is in charge of responding to RFIs and submittals, negotiating and resolving



Role

Construction
Manager

Years of Experience

33

Firm

IEM

Education

- BA, History, University of California Los Angeles

Registrations/Certifications

- LAUSD OAR
- Certified Construction Manager, 2909

References

- Mr. Yeg Minnassian, Sr. Project Manager, LAUSD, yegeshe.minnassian@lausd.net, (231) 241-4597
- Mr. John Wong, 1st VP Construction and Design, OTO Development, johnwong@otodevelopment.com, (213) 633-9089



change orders, processing request for payments, mitigating field unforeseen issues, coordination with adjacent construction projects, daily and monthly progress reporting, conducting project meetings, and final project close out and acceptance.

Central Los Angeles High School No. 12, Los Angeles, CA. Owner Authorized Representative.

Michael served as the Owner Authorized Representative (OAR) for the \$22M Central Los Angeles High School No. 12. The project required many design revisions during construction to implement the new regulatory codes enforced by Department of State Architects (DSA). Mike's responsibilities included daily construction administration, project budget and schedule management including time impact analysis, reviewing and responding to contractor's submittals and RFI's, coordinating with DSA for their approval of design changes and the construction work. His responsibilities also included assessing field conditions, reviewing and negotiating change orders, reviewing and processing contractors' request for payment, reviewing contractor's baseline and monthly schedule updates, reviewing and coordinating the site utility connections. Mike also was working with the A&E firm to develop alternatives to resolve field conditions, enforcing EIR and SEQA requirements, coordinating with the permitting agencies and enforcing applicable permit requirements, project certification and close-out, and other project and construction management duties as directed by the District. This project was certified by DSA within 90 days of substantial completion and it received Project achievement award from CMAA.

Viceroy Resort Hotel and Snowmass Center, Snowmass Village, CO. Construction Manager. This was a \$300M, 420,000 sq. ft. LEED Silver certified Ski Resort Condominium /Hotel and \$584M mixed-use facility with essential community services. The hotel was the first project to recycle the scrap drywall directly to the drywall manufacturer successfully. As the Construction Manager, Mike responded and resolved entitlement issues, performed feasibility studies, developed project scope of work, performed subcontractors buy-out and negotiation. Mike also managed project schedule and budget, procured and managed owner furnished long lead items, managed OCIP program, performed project controls, reviewed and approved pay applications, negotiating change orders and managed field activities. He was also the liaison with the lender group and managed the commissioning and closeout phases. This project was completed on time with \$5 million under budget and surpassed expectations of all stakeholders. For Snowmass Center, Mike managed entitlement, pre-construction services, constructability reviews, contract document preparation, project logistics, and A&E consultant services. He also performed budget due-diligence, and attended and presented the project status at the council meetings.

Tishman Construction, Los Angeles, CA. Sr. Construction Manager. Mike managed a diverse portfolio of projects, including public works, institutional facilities, schools, hotels, data centers, retail facilities, hospitality centers, and nonprofit and mixed-use developments from inception to close-out. He specialized in turning around problem projects by building teams, identifying potential problems, and developing mitigation factors. He was injected into many projects at various stages to stabilize and remediate issues. Mike established project management plans to manage multiple projects under one program, which resulted in major cost savings in general conditions. He also performed forensic accounting review of various projects on behalf of the owners/lenders.



Russ Rasooli, EIT

Mr. Rasooli has over 24 years of experience in project engineering services for Public and private clients for various project types, such as roads and bridges, airports, buildings, site infrastructures and general civil work. He is proficient in Primavera P6 and several web-based document control systems. Russ’ responsibilities have ranged from daily construction contract administration and management, project planning, alternative design developments to mitigate unforeseen site conditions, quality assurances, project schedule monitoring, cost and change order management, cost estimating, and final project close-out.

WORK EXPERIENCE

San Diego County, Miramar Water Treatment Plant, Miramar, CA. Project Engineer. The project provides for the continued upgrades to the Miramar Water Treatment Plant. As the Project Engineer, Russ planned, scheduled, and supervised various engineering tasks and ensured adherence to the governing codes, practices, and QA/QC policies. Russ was responsible for receiving and processing Requests for Information (RFIs) and submittals; maintaining tracking logs using Contracts Manager document tracking software; attending weekly progress meetings and capturing meeting minutes; monitoring project schedule; responding to administrative submittals; and coordinating with the design engineer to develop alternative designs to mitigate unforeseen site conditions. He also conducted overall quality control of operations, prepared monthly progress reports, and managed project team by providing mentorship and delegating responsibilities. Russ was able to successfully complete all projects from their conception to completion along with built-in drawings and punch lists within the project timeline.

United States Agency for International Development (USAID), Strategic Provincial Road (SPR), Kabul-Afghanistan. Senior QA Engineer. Tetra Tech was hired by USAID to provide Design and Quality Assurance services for construction of 807 miles asphalt road which included two prestressed bridges each 985 feet lengths and 12 spans as part of the road reconstruction projects. Russ provided quality assurance oversight of the road construction to ensure conformity with plans and specifications; reviewed IRD’s road, bridge, and culvert design and construction processes; monitored construction schedules to assign QA representatives for each project; and collaborated with the project team



Role

Construction
Manager

Years of Experience

24

Firm

IEM

Education

- MBA, Business Administration, Kardan University, Afghanistan
- BSc. in Civil Engineering, Kabul University, Afghanistan

Registrations/Certifications

- Engineer-In-Training, No. 178136, 12/30/22
- CQM, Construction Quality Management

References

- Mr. Mike Errante, Project Manager, County of Inyo, merrante@gmail.com, (760) 391-0375
- Mr. Basheir Karimi, Civil Engineer, Tetra Tech, Basheirkarimi@yahoo.com, (442) 234-8516



members, including the QA staff. Russ also reviewed RFIs, submittals, and change orders to ensure field compliance, conducted regular coordination meetings with project owner (USAID), contractors, and line ministries, and prepared meeting minutes. Russ was also responsible for reviewing the contractors' as-built drawings and developing final punch list, and prepared weekly and monthly progress reports for the Lead Manager. Russ's achievements on this project included 1) generated approximately 50 monthly, annual reports, 2) processed and reviewed within 200 RFIs and Submittals, and 3) accomplished OSHA and CQM Trainings.

Ministry of Public Works, Kabul - Kandahar Road Maintenance, Kabul-Afghanistan. Project Engineer.

As part of Luis Berger - Black & Veatch's team on this project which included maintenance of the 300-mile road built by US Government from Kabul to Kandahar in Afghanistan. Russ documented existing road conditions, followed by road maintenance plans and schedules. Participated in monitoring field activities; assisted with preparation of field reports; prepared inventories and values of road assets such as bridges, culverts, and washes; assisted with the preparation of workshops and training activities; and assisted TO-14 staff in coordinating with MPW and other government institutions. Updated construction drawings with change order documents and RFI responses and maintained RFI and submittal logs.

Ministry of Transportation and Civil Aviation (MoTCA), Regional Airports Upgrading Program,

Maimana - Afghanistan. Project Engineer. This \$17.3M project constructed a regional 1.4 mile of airport runway, a terminal building, a taxiway leading to an apron and a turnabout. The project was a design-build project, funded by US government and World Bank in the northern province of Afghanistan, Maimana. Russ's responsibilities included daily contract administration; field quality assurance; cost and schedule management; supervision and coordination of construction field crews and subcontractors; attending pre-construction meetings, monthly project manager-superintendent meeting, weekly owner-architect (OAC) meetings, monthly job review meetings, and management report meeting (upon request) and preparing meeting minutes; reviewing and processing RFI's, submittals, and change order requests; monitoring project schedule with emphasis on activities that could delay project.

Government, Rural Appraisal Program (RAP), Kabul-Afghanistan. Field Engineer. This was a community-based project for rehabilitation of the schools, roads, and water supply system in Afghanistan. Russ performed professional sanitary and environmental engineering services in connection with community water supply, water quality control, and solid waste and wastewater collection. He prepared engineering analysis of projects and assisted with the preliminary Road design, calculation, and life cycle cost analysis; provided equipment selection; conducted surveys to document existing site conditions; and provided job-related training to achieve the desired quality standards. Russ also performed project need assessment; prepared cost estimates of micro projects; prepared project progress reports; and performed cost and schedule management.



Kim Romero

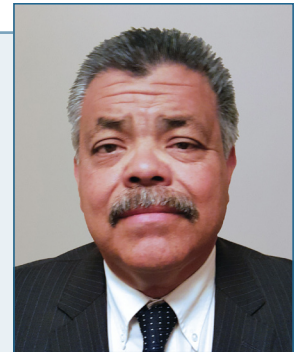
Kim Romero has over 26 years of experience in project and program scheduling. As a Sr. Scheduler, Mr. Romero has prepared resource- and cost-loaded master program and project-specific schedules for Ports and harbor facilities, water/wastewater treatment plants, educational facilities, public buildings, recreational facilities, military housing, and transportation projects. Kim is experienced in review of contractors’ baseline and monthly schedule updates, evaluation of contractors’ requests for time extension, status reporting, earn value analysis, and preparation of owner parallel schedules. Kim is proficient in the use and review of state of the art scheduling software including Primavera P6, Suretrak, and Microsoft Project.

WORK EXPERIENCE

LADWP Ultraviolet (UV) Filtration Facility #2, Sylmar, CA. Senior Scheduler. Mr. Romero is providing scheduling services for the construction of a new \$49M UV Filtration Facility #2. Mr. Romero’s responsibilities include updating detailed resource-loaded project schedule and developing the fragnet Time Impact Analysis (TIA) schedules due to Owner caused delays, Kim provides recommendations for schedule optimization, which is required due to critical project completion date.

LAAFP UV Facility, Los Angeles, CA. Scheduler. Kim Romero assisted in preparing master baseline schedule during the design of this facility. Mr. Romero’s responsibilities included developing and updating a detailed resource-loaded master project schedule, working with the LADWP Construction team to optimize schedule, sequencing of activities, equipment staging, resource planning, procurement activities, and working with the Consultant design team to develop 4-D (NavisWorks) model. Kim provided recommendations for schedule optimization.

Lower North Outfall Sewer Rehab, Los Angeles, CA. Sr. Scheduler. Kim provided scheduling services for this project valued at \$67M, which consisted of bulk cleaning, pressure washing, shaft excavation, cast-in-place concrete, and soil injection grouting. Kim was responsible for reviewing baseline schedule and monthly schedule update; monitoring construction progress; verifying individual activity durations and sequencing through reconciliation with the inspector’s daily logs; and preparing written schedule analysis reports. Kim monitored activities that might have interfered with third parties and provided schedule update information at the weekly jobsite meeting, and prepared owners TIA fragnet schedules.



Role

Sr. Scheduler

Years of Experience

26

Firm

IEM

Education

- Classes in Accounting, Carter Business School

Registrations/Certifications

- Certified P6 User
- Certified OAR

References

- Mr. Kosta Mallakis, Construction Manager, POLA, kmallakis@portla.org, (310) 732-3967
- Mr. Robert Gutierrez, Senior Financial Officer, MTA, gutierrezrob@metro.net



Port of Los Angeles, Berth 214-220 Redevelopment, San Pedro, CA. Sr. Scheduler. Kim managed the construction schedule for this \$37M Port of Los Angeles project. The construction work consisted of terminal improvements, which included electric dredging, installation of steel sheet piles, pre-stressed concrete piles, landside crane rails, concrete girders, tie beams, AC paving and Maritime Power AMP boxes and electrical work. Kim reviewed the contractor baseline and monthly schedule updates, prepared owner's parallel schedules, monitored the Contractors progress and compared it to the monthly schedule. He also prepared the response to the Contractor baseline and monthly schedule updates and attended weekly progress meetings, verified the three-week look-ahead schedules and compared them with the latest baseline and monthly schedule updates provided by the Contractor, reviewed the Contractor's TIA reports and fragnet schedules.

Berth 100-102 Backlands and Wharf South Extension, Los Angeles, CA. Sr. Scheduler. For this projects, Kim was responsible for reviewing the contractor's baseline and monthly schedule updates, preparing owner's parallel schedule, monitoring the contractor's progress and comparing it to the latest approved schedule and preparing written reports. Attended weekly progress meetings, verified the three-week look-ahead schedules and compared them with the latest baseline and monthly schedule updates.

Venice Dual Force Main and Venice Pumping Plant Generator Replacement, LADPW – BOE, Los Angeles, CA. Sr. Scheduler. As a Senior Scheduler, Mr. Romero developed the 90-day preliminary schedule, baseline schedule and manages and monitors the construction schedule for the Contractor of the \$90M Venice Dual Force Main and Venice Pumping Plant Generator Replacement project. The project consist of traffic control, site prep & sound walls excavation of 11 shafts, MTBM tunneling, piping, jet grouting, structures and generator replacement. Kim monitors the progress of the monthly schedule update, inputting the monthly actual costs and will be attending the weekly progress meetings.

Agua Hedionda Pump Station Replacement (AHLS) Project, City of Carlsbad, CA. Sr. Scheduler. The project includes the construction of a prefabricated steel truss bridge, construction of a 33 million gallon a day capacity wastewater lift station; construction of approximately 4,000 lineal feet of 36-inch diameter HDPE sewer force main pipeline by open cut and trenchless methods of installation; construction of approximately 6,900 lineal feet of 54-inch diameter gravity flow sewer pipeline by a combination of open cut and trenchless construction methods; construction of approximately 290 lineal feet of 42-inch diameter gravity flow pipeline and construction of approximately 11,000 lineal feet of 18-inch and 12-inch diameter PVC recycled water pipeline and appurtenances. The project includes demolition of the existing sewer lift station, removal of a wooden truss bridge and removal of approximately 1,200 lineal feet of 42-inch diameter reinforced concrete sewer pipe and the miscellaneous components of the existing sewer. The project also includes approximately 290,000 sq. ft. of asphalt concrete overlay work. Mr. Romero monitors the status the contractor monthly schedule updates, preparing narratives to the schedule updates. Kim prepared the response to the Owner monthly written reports. Kim Romero attends monthly schedule meetings. He also developed the Contractor's TIA and fragnet schedules pertaining to contractor delay issues.



Fay Shariaty

Ms. Fay Shariaty has more than 14 years of experience in project engineering services for public works and private clients in areas such as building construction and renovation, airport facilities, site utilities, grading, and paving and striping projects. She is proficient in Primavera P6 and several web-based document control systems including Oracle Contract Manager and Prolog. She has acquired comprehensive skills in various areas such as schedule creation and analysis, cost control and cost management, project/office engineering, inspection, research, building programming, GIS mapping, drafting, rendering, and presentation during her professional and educational experience. She is self-starter, team-player, detail-oriented, strongly competent in various computer applications, and possesses excellent written and verbal communication skills. Fay is proficient in the use Primavera P6 and Microsoft Project.

WORK EXPERIENCE

Orange County Sanitation District - Control System Upgrade, Fountain Valley, CA. Scheduler. This is a design-build project to automate the Orange County Sanitation Department’s control system. As part of the design-builder’s team, Fay prepared the cost- and resource-loaded baseline schedule utilizing P6 software and is preparing the monthly schedule updates, reflecting the progress of work accomplished.

Los Angeles World Airport (LAWA), Los Angeles, CA. Scheduler/Area Logistic Coordinator. Fay is responsible for creating and updating CALMS schedules and GIS database as wells as other duties as listed below:

- **Scheduling Responsibilities** – Fay utilizes Primavera P6 to create and maintain the CALM LAX-Wide Master Coordination Schedule, Concession Schedule, Program Histogram, and CALM Program Dashboard every month and publishes these schedules in the CALM SharePoint site.
- **GIS Responsibilities** – Fay inputs all ASR (Area Shutdown Request) for roadways and terminals into CALM GIS database; produces a variety of maps, including Integrated Program 2017 – 2024 Look-ahead maps; manages Central Terminal Area Development charges; provides monthly analysis and reports for senior management’s review; maintains CALM GIS database with locations of all phasing and site logistics plans for tenants, CIP, IT, and facilities data; verifies status of all projects in CALM GIS Database; creates weekly Roadway Coordination Maps; creates monthly Terminal, Airside, and



Role

Scheduler

Years of Experience

14

Firm

IEM

Education

- M. Arch., Architecture with Concentration in Sustainability Design, California State Polytechnic University, Pomona
- BS, Computer Information System, DeVry, University

Registrations/Certifications

- CAD Design
- SketchUp Technician

References

- Mr. Donald Chinery, Logistics GIS Manager, LAWA/LAX, dchinery@lawa.org, (424) 646-7533
- Mr. John Gruendl, Coordination Logistics Manager, LAWA/LAX, jgruendl@lawa.org, (424) 646-7448



Landside Element Maps; creates monthly Construction Staging and Laydown Maps; contributes to CALM Share Development website; works closely with the CALM GIS Manager to ensure information contained in the CALM Master Coordination Schedule is accurately portrayed in the GIS and other CALM publications; updates Aircraft Parking Position matrix and maps; and updates Terminal Gate Closure matrix and maps.

- **Other Responsibilities** – Fay attends Tenant Improvement Approval Process (TIAP) meetings and tracks progress of projects; attends project meetings that have ongoing phasing and coordination needs; manages Central Terminal Area Deployment charges and provide monthly analysis and report; manages Electronic Parking Passes approved by CALM; prepares program level presentations for GEM – VIP, Guest Experience Members / Volunteer Program; provides program level data analysis support; develops animation slides in Power Point for Program Executive Presentations; updates Logistical Matrix; and manages electronic parking passes approved for CALM.

Sidewalk Assessment, Los Angeles Bureau of Engineering, Los Angeles, CA. Field Engineer. Fay was responsible to make field visits to each area in question and assess, mark, and measure site features and provide a report of her findings. She also prepared a schedule of activities for each site and updated it as activities were completed. As part of the fieldwork, Fay verified if a location met the American Disability Act (ADA) requirements, measured for slopes and uplifts, provided square footage calculations of areas for replacement and repair, entered the information into a computer application to track the Sidewalk Assessments, and created an area map for each site.

T. W. Layman Associates, Los Angeles, CA. Project Engineer. Fay worked directly under the supervision of Lead Architects on a variety of projects such as commercial facilities, high-end residential buildings, parking structures, and associated siteworks. She prepared cost-loaded baseline schedule for each project and updated these schedules on a weekly basis to reflect the actual progress and cost of work completed. She was also responsible for coordinating review and responses to Request for Information and submittals, Investigating field issues to support change order preparation, creating CAD detail drawings, researching as-built utility drawings, updating existing architectural files, preparing SketchUp models for visual presentations, researching and ensuring design compliance with the applicable building codes and ADA requirements, and preparing parking layouts.

E7 Architecture Studio, Encino, CA. 3D Modeler. Fay started working as part of the CAD Architecture team as a 3D modeler to produce Building Information Modeling (BIM) for Los Angeles Community College District (LACCD) projects. She provided these services for the following 9 projects: ELAC's Men's Gymnasium, WLAC's Maintenance & Operational Facilities, LAVC's Library, LASC's Student Services Building, LAPC's Child Development Center, LAVC's Child Development Center, ELAC's Parking Structure, WLAC Teaching and Learning Center Building, and LAPC's Center for Science. Fay was responsible for using architectural drawings to produce 3D models, fixing models with issues, checking her cliques work for discrepancies, and entering Meta data and quality control for a digital repository.



Matt Hall

Mr. Hall has over 35 years of experience in providing construction management, electrical cost estimating, and scheduling services. As an electrical contractor, Mr. Hall has completed construction of buildings and sub-systems ranging from wastewater treatment control system, retail and commercial centers, public buildings and facilities, industrial facilities, private clubs and recreational facilities to comprehensive structural, mechanical, electrical and instrumentation upgrades. He is proficient in the use of various estimating and scheduling software programs including Sage Timberline, Microsoft Projects, and Primavera P6 scheduling software programs.

WORK EXPERIENCE

Los Angeles Wastewater Control System Replacement / Los Angeles Integrated Network Systems (LAWINS), Los Angeles, CA. Project Control Lead. Matt served as Project Control Lead for this program, which was managed by a consolidated team from Jacobs, IEM, and the City of Los Angeles Bureau of Sanitation. The program management team managed the selected design/builders for replacement of the aging and disparate Distributed Control Systems (DCS) utilized to monitor and control the process operations in five-wastewater treatment plants and the 7,500 miles of piping and the pumping plants under the control of the City. The new system allows the City to operate, control, and monitor any of the treatment plants from a single location or multiple locations throughout the City with the use of a sophisticated and secure wide area network. The new system also centralizes the gathering of historical information across the "Enterprise" for coordination of facilities, resources, reporting, and energy. Matt was responsible for reviewing and monitoring the Contractors schedule and cost (using Oracle's Primavera P6, Sage Timberline Estimating and EADOC Project Management Software). He was also responsible for monitoring and managing the cost and schedule associated with design of the new DCS systems, procurement of the required equipment, preparing independent change order cost estimates.

LADWP LA Aqueduct Filtration Plant UV Facility, Sylmar, CA. Sr. Scheduler. Matt provided scheduling services for the Los Angeles Aqueduct Filtration Plant (LAAFP) UV Facility. His responsibilities included preparing a cost and resource loaded baseline schedule, monitor construction progress, and prepare monthly schedule updates. Matt used Primavera P6 scheduling software to prepare the baseline and monthly schedule updates.



Role

Sr. Scheduler/
Electrical Cost
Estimator

Years of Experience

35

Firm

IEM

Education

- Coursework, LA Trade Tech.

Registrations/Certifications

- Certified P6 User
- CA General Building Contractor, B-1 and C-10, License #618764

References

- Mr. Sam Alavi, Sr. Civil Engineer, LABOS, sam.alavi@lacity.org, (310) 648-5733
- Mr. John Ingram, Southern CA Manager, John Ingram & Associates, jingram@malibuonline.com, (310) 880-0894



Oceanwide Plaza Development, Los Angeles, CA. Project Scheduler. As Project Scheduler for Oceanwide Plaza multi-use development, Matt's responsibilities include creating master baseline schedule, monitoring progress of project activities, and updating the schedule on a weekly basis. This project, which comes from the American affiliate of the Chinese developer Oceanwide Real Estate Group, spans across an entire city block and includes a 184-key Park Hyatt Hotel, a 164-branded residences and amenities, 340 for-sale residences, a fitness center, a basketball court, and an open-air retail Galleria featuring more than 150,000 square feet of shops and restaurants.

CLARTS, El Segundo, CA. Cost Estimator/Scheduler. Central Los Angeles Recycling and Transfer Station (CLARTS) is an early 20th century old inert landfill facility, which receives, recycles, and exports trash. The project scope of work consisted of construction of new storm water retention site improvements, demolition of old paving systems, electrical and building structural modifications, new security and traffic control systems, LED lighting, painting upgrades, new Guard and Scale-out buildings, new signage, site paving, striping and landscaping. The proposed scope of work must be done while the existing facility stays in daily operation. Operation requires that 700 Semi-Truck be allowed onto and out of the facility daily. This project also includes the removal and disposal of 2+MM of Hazardous waste material. Matt prepared an engineer's estimate and construction schedule for this project during the final design phase.

Genuity Solutions, Genuity/Verizon, Mountainview, CA. CM / PM / Cost Estimator. Matt provided construction management, local government interface, cost estimating, and construction inspection services for this \$22M secure, mission critical, internet gateway communications facility. The services included seismic updating, redundant utility, and emergency UPS electrical systems, diesel generators and communications backbone systems. It also included new CWAC - chilled water mechanical system with 8", 10", and 12" steel process piping and digital web based automated control system throughout a single 100,000 sq. ft. existing GTE-Verizon building in transition from a GTE research facility to the new Genuity/Verizon brand data center with a fast-track design-build schedule. Matt monitored the construction schedule and managed all aspects of the Design-Bid-Build project using multiple prime contractors. He developed the project budget, reviewed multiple prime contractors' bid proposals, and represented Genuity ownership in managing the contracts and processing the project through a successful completion.

Level 3 Communications, "Mondo Condo Project", Sunnyvale, CA. CM/PM, Cost Estimator. Mr. Hall provided construction management and inspection services for this \$47M secure and mission critical internet gateway communications facility. Matt's work included the complete up fitting of an existing Hewlett Packard production facility to an internet gateway. The new gateway facility required substantial structural foundations and modification, seismic updating, redundant standard, and emergency UPS electrical systems with eight 2000KW diesel generators, communications backbone systems and new CWAC and HVAC chilled water mechanical systems including web based monitoring and controls systems on a 6 building campus with very tight fast-track schedule constraints. Mr. Hall was responsible for project inspection, managing and monitoring project schedule and cost for multiple prime contractors for this project.



Dan Schottlander, CCE, CPE, LEED-AP

Mr. Schottlander has over 36 years of experience working on construction projects including general civil, site utilities, buildings, environmental, aviation, transportation, municipal, government, hospitality, commercial, healthcare, education and industrial. Dan also performs constructability reviews, value engineering, schedules, quality control reviews, risk assessments, change order management, claims, and life cycle costing. Dan has performed Level I through Level V estimates ranging in magnitude from \$50,000 to over \$2B. As an estimator, Mr. Schottlander has prepared engineer’s estimates from conceptual to final design, hard bid estimates, construction change order estimates and negotiations, cost studies, and escalation analysis. He has also participated in constructability reviews, value engineering, claims evaluation and resolutions, and construction scheduling. Dan is also experienced in the use of Sage/Timberline and eGordian estimating software programs.

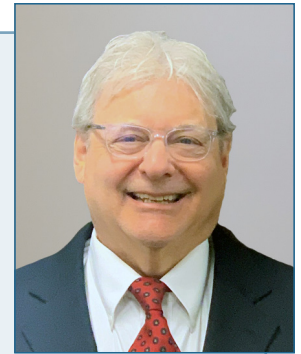
WORK EXPERIENCE

LADWP River Supply Units 5 & 6, Los Angeles, CA. Senior Cost Estimator. Mr. Schottlander prepared engineer’s estimate at final design phase for a 78-in diameter water pipeline installed by open cut and tunneling methods. He also provided quality assurance/quality control.

Advanced Water Purification Facility, Oxnard, CA. Senior Cost Estimator. Mr. Schottlander prepared construction change order cost estimates and participated in change order negotiation and scheduling reviews during construction for the City of Oxnard.

Orange County Sanitation District (OCSD) Santa Ana Trunk Sewer Rehabilitation, Orange County, CA. Senior Cost Estimator. Mr. Schottlander prepared engineer’s estimate for sewer rehabilitation of existing 42-, 48-, and 60-inch pipelines including in situ form CIPP, closed circuit TV, by-pass pumping, and manholes.

On-Call Cost Estimating for County of Los Angeles, Alhambra, CA. Sr. Estimator. Dan has been providing cost estimating services under this contract for various new and retrofit buildings, site utilities and infrastructures, site paving, demolition, and site grading projects. Estimates have ranged from engineer’s estimates at preliminary to final design phases and change order estimates.



Role

Senior Cost Estimator

Years of Experience

36

Firm

IEM

Education

- MS, Engineering, University of Washington
- BA, Architecture, University of Washington

Registrations/Certifications

- Certified Professional Estimator, ASPE, 1.4-000519-0707
- Certified Cost Professional, AACE, 2100

References

- Ms. Parisa Dadmehr, Project Manager, LADPW, pdadmehr@dpw.lacounty.org, (626) 300-2334
- Mr. Kosta Mallakis, Construction Manager, POLA, kmallakis@portla.org, (310) 732-3967



POLA Berth 90-91 Development, Los Angeles, CA. Senior Cost Estimator. Dan prepared a hard bid estimate for the construction of a 72,000 sq. ft. membrane structure for baggage and customs inspections.

POLB Pier T Electrical Vehicle Charging Stations, Long Beach, CA. Sr. Cost Estimator. This project consisted of adding electrical vehicle charging stations throughout Pier T. Scope of work includes 3 sites, 25KV Distribution, demolition, electrical site utilities, concrete structures, fencing, grading, mechanical systems, substations, electrical gears, charging station equipment, and paving. Dan is responsible for preparing Classes C, B, and A cost estimates during various design phases for the civil, structural, and mechanical disciplines for this project.

Cost Estimating for Water/Wastewater Facilities, Los Angeles, CA. Sr. Cost Estimator. Dan has provided construction cost estimating efforts during 30%, 60%, and 100% design phases for the following projects:

- BOE – DCT Levee Renovation Upgrades and Retention Basins - \$6.2M
- BOE – Argo Sub-Drain Basin Facility Project - \$28M
- MWD – Jensen Solar Generation Facility - \$6.2M
- LADWP - 83rd Flood Street Building Remodel - \$155K
- BOE - Arsenic Removal Plant- new well sites and Pump Station - \$10.3M
- BOE - VAPP 50% BOE Diversion Structure - \$2.1M
- BOE - Generator Replacements - \$4.1M
- LADWP - FS #102 Sewer Improvements - \$6M
- LADWP - USCR Water Quality Improvements - \$22M
- City of LA - OPCC Alignment Studies - \$227M
- City of LA – Venice Pier Renovation Studies - \$8M

Los Angeles Bureau of Engineering, Venice Auxiliary Pump Plant (\$15M), Venice, CA. Sr. Cost Estimator. Dan prepared a 30% design estimate for a new wastewater pump plant, yard pipe, utility connections, site work, diversion structure, shoring, cofferdams and new electric building, electrical power supply and distribution.

Metropolitan Water District of Southern California, Water Purification & Reuse Studies (\$250M+), Los Angeles, CA. Sr. Cost Estimator. Dan prepared pipeline design study cost estimates for various alignments through Los Angeles and Orange Counties for recycled water pipelines. Pipelines ranged in size from 36” to 90” and included tunneling options, pump stations and 60 mgd and 150 mgd alternates.

Los Angeles Department of Water & Power, USCR Project, Los Angeles, CA. Sr. Cost Estimator. Upper Stone Canyon Reservoir, Los Angeles, 60% design reservoir improvements. Earthwork, structural, pipeline, mechanical and electrical improvements. QC review, \$22M.



Richard Warsinger

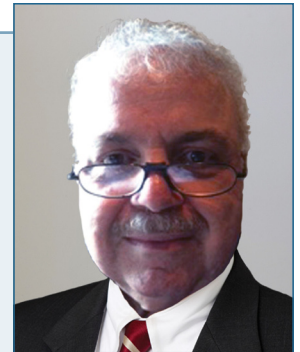
Mr. Warsinger has 37 years of experience in preparing order-of-magnitude to definitive cost estimates for water/wastewater facilities, marine facilities, hospitals, public buildings, housings, and civil projects. He has been responsible for developing conceptual and hard dollar competitive estimates in the public and private sectors. Richard has held several positions during his career as Chief or Senior Estimator, working in various segments of the construction industry throughout the Western United States. Richard is also experienced in the use of Sage/Timberline and eGordian estimating software programs.

WORK EXPERIENCE

Weymouth Water Treatment Plant Filter Rehabilitation, Los Angeles, CA. Sr. Cost Estimator. This project consists of rehabilitating the existing dual-media filters at Weymouth Water Treatment Plant for improved performance and operational longevity. The Weymouth plant has a total of 48 individual filters in two different filter buildings. Richard was responsible for preparation of order-of-magnitude to detailed cost estimates and project construction schedule at various design phases.

Elysian and Eagle Rock Reservoir Floating Cover Replacement, Los Angeles, CA. Sr. Cost Estimator. This project consisted of developing preliminary to final cost estimates for a 250,000 sq. ft. floating cover on LADWP Elysian Reservoir. The 55-million gallon reservoir near the Pasadena Freeway in Elysian Park supplies drinking water to about 375,000 people in downtown and eastern Los Angeles. Richard was the Sr. Cost Estimator responsible for preparing probable engineer cost estimates at 30%, 60%, and 90% design phases.

Fort Irwin Water Treatment Plant, Barstow, CA. Sr. Cost Estimator. This was a new “state of the art” facility consisting of six metal buildings totaling over 46,000 sf sitting on a 25-acre site. Other major scope of work included large welded steel tanks and reservoirs, below grade concrete vaults and basins, and evaporation ponds. All of these treatment systems are interconnected by a complex matrix of process piping. Major systems that drive the facility consist of Electrodialysis Reversal Membrane, Reverse Osmosis, Brine Treatment, Chemical Treatment and other related systems. The entire complex is monitored and controlled by an advanced digital instrumentation and control system. Richard prepared a programmatic cost level estimate for Army Corp.



Role

Senior Cost Estimator

Years of Experience

37

Firm

IEM

Education

- BA, Architecture/Business Administration, Cal Polytechnic University
- Computer Science, Bakersfield College

Registrations/Certifications

- Certified Professional Cost Estimator

References

- Mr. Scott Randell, Executive Vice President, J.R. Conkey & Associates, srandell@jrconkey.com, (916) 783-3277 x 130
- Mr. Joe Linden, Executive Vice President, ProWest Constructors, jlinden@prowestconstructors.com, (951) 678-1038 x 215



Sunol Valley Waste Water Treatment Plant Expansion, Sunol, CA. Sr. Cost Estimator. This project expanded the existing treatment plant as part of San Francisco Public Utilities Commission's overall Water System Improvement Program. The project involved construction of a new 17.5 million-gallon (MG) treated water reservoir, 3.5 MG chlorine contact tank, flocculation and sedimentation basin, construction of new effluent pipelines and a new 78-inch pipeline connecting the new treated water reservoir to the existing 78-in plant discharge pipeline. Richard provided a schematic design cost estimate. The estimate's scope of work covered the site work and concrete work only. Site work included major excavation work and substantial asphalt concrete and concrete paving. The concrete work included the construction of major below grade complex filtration and holding tanks.

Fort Irwin Water Treatment Plant, Life Cycle Cost Study, Barstow, CA. Sr. Cost Estimator. A life cycle cost study was provided to Bara Infoware and the U.S. Army Corp. of Engineers, Sacramento District by Richard Warsinger. The life cycle cost study provided a review of the various cost items and functions that affect the ongoing operation of this facility. This study looked at the first 25 years of plant operation and dealt with the personnel required to run and maintain the facility, provided a speculative look at the replacement of critical plant components that are subject to potential periodic failure, and provided an allowance for capital improvements.

Fort Irwin Base Water Treatment & Distribution and Wastewater Collection & Distribution, Barstow, CA. Sr. Cost Estimator. Richard provided a programmatic cost level estimate to the U.S. Army Corp. of Engineers, Sacramento District. The water treatment and distribution system consisted of miles of new large diameter pipelines, pumps, wells, storage tanks, fire water lines and related equipment. Wastewater collection and distribution consisted of miles of new large diameter pipelines, lift station, sludge drying facility, hypochlorite generation system, and related equipment.

Harry Tracy Water Treatment Plant Long-Term Improvements, South San Francisco, CA. Sr. Cost Estimator. The Harry Tracy Water Treatment Plant's proposed improvements would enhance water quality, increase water delivery capability, and strengthen facilities with seismic upgrades. Mr. Warsinger provided a conceptual design cost estimate to the City of San Francisco, the estimate scope of work covered the demolition and concrete work only. The demolition work included the demolition of existing major and minor concrete site structures and concrete work included the construction of major below grade complex filtration and holding tanks.

Terminal Island Treatment Plant Interim Centrifuge Improvements, Los Angeles, CA. Sr. Cost Estimator. Richard Warsinger provided a 90% construction document cost estimate for this project. The estimate scope of work covered the installation of a new centrifuge system along with supporting structural work, process piping, filtration equipment, high voltage electrical, digital instrumentation, and controls; it also included various pumps, conveyors, diverter gates, and knife gates.



Jim Burrmann

Mr. Burrmann has extensive experience in electrical cost estimating on a variety of small- to large-scale projects. He has been responsible for developing conceptual and hard dollar competitive estimates for the public and private sector projects including change order estimating. He has held various positions during his career as Chief and Senior Electrical Estimator, working in numerous segments of the construction industry throughout the Western United States. Mr. Burrmann is also a certified 'C10' State of California Electrical Contractor.

WORK EXPERIENCE

LAR UV Facilities, Los Angeles, CA. Electrical Cost Estimator.

Jim prepared preliminary to final construction cost estimates at various design phases for LADWP LAR and LAAFP UV disinfection facilities. He was responsible for preparing mechanical and plumbing cost estimates for these two UV plants at 60% and 90% design phases.

Elysian, Eagle Rock, and Franklin Reservoir Floating Cover Replacement Projects, Los Angeles, CA. Electrical Cost Estimator.

This project consisted of developing preliminary to final electrical cost estimates for replacement of floating covers at LADWP Elysian, Eagle Rock, and Franklin Reservoirs. Jim was responsible for preparing the mechanical cost estimates at 30%, 60%, and 90% design phases.

Los Angeles Wastewater Integrated Network Systems (LAWINS), Wastewater Collection System Division, Los Angeles Bureau of Sanitation, Los Angeles, CA. Sr. Electrical and I&C Estimator.

Jim prepared electrical and Instrumentation & Control change order cost estimates for this \$300M design/build/maintain program being managed by a consolidated team from Jacobs, IEM, and the City of Los Angeles Bureau of Sanitation. The program management team manages the Design-Build contractor for replacement of the aging Distributed Control Systems (DCS) utilized to monitor and control all of the process operations throughout the existing five City of Los Angeles wastewater treatment plants, the 7,500 miles of piping, as well as all the pumping plants under the control of the City of Los Angeles. The new system will allow the City to operate, control, and monitor any of the treatment plants from a single location or multiple locations throughout the City via fault tolerant Ethernet secured wide area network. The new system will also centralize the gathering of historical information across the "Enterprise" for the coordination of facilities, resources, reporting, and energy management.



Role

Electrical Cost Estimator

Years of Experience

32

Firm

IEM

Education

- Classes in Architecture/Mechanical Engineering, Cal-Poly Tech State University, Pomona

Registrations/Certifications

- Certified Electrical Cost Estimator

References

- Mr. Sam Alavi, Sr. Civil Engineer, LABOS, sam.alavi@lacity.org, (310) 648-5733
- Ms. Parisa Dadmehr, Project Manager, LADPW, pdadmehr@dpw.lacounty.org, (626) 300-2334



LADWP CNG Fueling Stations, Los Angeles, CA. Electrical Cost Estimator. Jim prepared preliminary to final electrical cost estimates for two Compressed Natural Gas Fueling Stations at LADWP West Valley District Yard and Western District Yard. Jim was responsible for preparing the mechanical cost estimates at 60%, 90%, and final design phases.

Hyperion Water Treatment Facility, Los Angeles, CA. Electrical Cost Estimator. Jim prepared electrical estimates for various projects at Hyperion Treatment Plant. Partial scopes of work included underground HV duct banks, pad-mount outdoor substations, demolition, new motor-control centers, SCADA control improvements, platform & gangway lighting systems, miscellaneous plant power systems and site lighting. The total estimated cost for these improvements was approximately \$110.5 million.

San Mateo County Waste-Water Treatment Plant Facility Upgrade, CA. Sr. Electrical Estimator. This \$550K project consisted of upgrading incoming electrical underground services, switchgear and motors for improved performance and operational longevity. The plant had to remain fully operational during construction. Mr. Burrmann was responsible for preparation of rough-order-of-magnitude (ROM) to detailed electrical cost estimates during the design phases.

Fairfield/Vacaville New Water Treatment Facility, CA. Sr. Electrical Estimator. On this \$42.5M project, Mr. Burrmann prepared electrical cost estimates for change orders and assisted in their negotiations. He also provided on-site supervision and project management services during construction of this project. The project scope of work included 'State-of-the-Art' O-Zone filtration and solid-state control systems.

On-Call Cost Estimating for County of Los Angeles, Alhambra, CA. Sr. Electrical Estimator. Mr. Burrmann has been providing Level I through IV electrical cost estimates for various new and repair and modernization projects for the County of Los Angeles Department of Public Works. Projects have included electrical site utilities, medical and mental health care facilities, libraries, maintenance yards, correctional facilities, fire stations, mental health facilities, office buildings, and parking structures.

Kaiser Vallejo, CA - Replacement Hospital Project, CA. Preconstruction Director. Mr. Burrmann prepared conceptual through CD phase electrical estimates for this \$375M, 5-story, 430,000 sf, replacement hospital with 188 new beds, inpatient rehab unit and a new Central Plant.

Port of Los Angeles - Intermodal Container Transfer Facility, Los Angeles, CA. Sr. Electrical Estimator. Jim prepared independent electrical change order cost estimates for construction of Berth 142-147 Intermodal Container Transfer Facility. The project redeveloped the existing Pier A Rail Yard into an automated intermodal container transfer facility (ICTF). The scope of improvements at this Terminal included not only the container yard and ICTF facility, but also the main railyard connections to Berth 200, the outbound rail link from the Port, and the Wilmington grade separation project, which directly linked access to the Trans Pacific Terminal and other backland areas with the 110 freeway. Jim prepared cost estimates for all potential construction change orders, reviewing the contractor's cost proposals, and participate in negotiations.



Jody Brumfield

Ms. Brumfield has over 25 years of experience in preparation of conceptual to detailed cost estimates for plumbing, HVAC, Fire Protection, and mechanical disciplines during various design and construction phases. She has extensive experience in preparing cost estimates for various project types including, residential, commercial, institutional and industrial projects. She has widespread experience as mechanical estimator for HVAC, Plumbing, and Fire Protection for public buildings in addition to mechanical equipment for industrial facilities such as water/wastewater and ports and harbor facilities.

WORK EXPERIENCE

LAR and LAAFP UV Facilities, Los Angeles, CA.

Mechanical Cost Estimator. Jody prepared preliminary to final construction cost estimates at various design phases for LADWP LAR and LAAFP UV disinfection facilities. She was responsible for preparing mechanical and plumbing cost estimates for these two UV plants at 60% and 90% design phases.

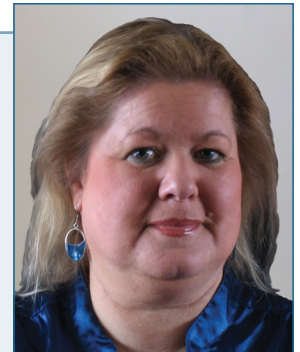
Elysian, Eagle Rock, and Franklin Reservoir Floating Cover Replacement Projects, Los Angeles, CA.

Mechanical Cost Estimator. This project consisted of developing preliminary to final cost estimates for replacement of floating covers at LADWP Elysian, Eagle Rock, and Franklin Reservoirs. Jody was responsible for preparing the mechanical cost estimates at 30%, 60%, and 90% design phases.

Weymouth Water Treatment Plant Filter Rehabilitation,

Los Angeles, CA. Mechanical Cost Estimator. This project consisted of rehabilitating the existing dual-media filters at Weymouth Water Treatment Plant for improved performance and operational longevity. The Weymouth plant has a total of 48 individual filters in two different filter buildings. Jody was responsible for preparation of order-of-magnitude to detailed cost estimates for the mechanical systems at various design phases.

CNG Fueling Stations, Los Angeles, CA. Mechanical Cost Estimator. Jody prepared preliminary to final mechanical cost estimates for two Compressed Natural Gas Fueling Stations at LADWP West Valley District Yard and Western District Yard. Jody was responsible for preparing the mechanical cost estimates at 60%, 90%, and final design phases.



Role

Mechanical/Plumbing
 Cost Estimator

Years of Experience

25

Firm

IEM

Education

- AA, Construction, Diablo Valley College
- Coursework, Architectural, Engineering, Construction and Business Law, Diablo Valley College

Registrations/Certifications

- Certified by Association of Plumbing and Mechanical Cost Estimators

References

- Mr. Scott Randell, Executive Vice President, J.R. Conkey & Associates, srandell@jrconkey.com, (916) 783-3277 x 130
- Mr. Joe Linden, Executive Vice President, ProWest Constructors, jlinden@prowestconstructors.com, (951) 678-1038 x 215



City of Los Angeles, BOE, Los Angeles, CA. Mechanical Cost Estimator. Jody has prepared Class C, B, and A cost estimates at various design phases for the following projects:

- Terminal Way Pumping Station (TWPP) Rehabilitation project
- Ultimate Build-Out of HTP Secondary Treatment System
- Ferrous Chloride Injection Facility Replacement
- Terminal Island Water Reclamation Plant Tertiary Filter Rehabilitation
- System Wide Collection System Upgrades

POLB Pier E Terminal Redevelopment Project, Long Beach, CA. Mechanical/Plumbing Estimator. Ms. Brumfield prepared mechanical/plumbing construction cost estimates for five \$22M to \$43M buildings at their 30%, 50%, and final design phases. The project scope of work included new buildings and site redevelopment. These buildings are currently under construction. The final engineer’s estimate for these buildings were within 2% to 6% of the low bids.

UCSD Clinical Translation Research Building, San Diego, CA. Mechanical Estimator. This is a 368,366 gsf, 9-story above and below grade laboratory design building, with three-and-a-half stories of intense laboratory systems and dry labs. Project systems included very large air handlers, lab exhaust fans, boilers, chillers, thermal energy storage, heat exchangers, pumps, radiant floor heating, laboratory air valves, various lab gases and water, plumbing laboratory and domestic equipment and pipe systems. HVAC estimate: \$25M, Plumbing estimate: \$5.3M.

UCSF Neurosciences Building, San Francisco, CA. Mechanical Estimator. This is a 230,626 gsf, 5-story laboratory building with fume hoods, laboratory air valves, various lab gases and water, stainless steel exhaust, animal housing, large air handling units and lab exhaust fans, heat exchangers, chillers, boilers, pumps, air compressors, vacuum pump and water booster pump. HVAC has chilled water, process chilled water, heating hot water, steam and condensate return pipe systems. HVAC estimate: \$28M, Plumbing estimate: \$9.9M.

Port of Long Beach Pier S Terminal Redevelopment, Long Beach, CA. Mechanical/Plumbing Estimator. The project scope of work summary included twelve major structures ranging from 5,000 sq. ft. to 56,000 sq. ft., sitting on a 160-acre site. The scope of work included a truck maintenance & repair building, administration building, marine operations building, miscellaneous support buildings, reefer wash facility and reefer storage racks. HVAC estimate: \$2.2M, Plumbing estimate: \$2.2M.

Truckee Public Works Service Center and Animal Shelter, Truckee, CA. Mechanical Estimator. This is an 89,596 gsf facility including a nine building/part break out estimate with two vehicle maintenance buildings, small and large vehicle parking garages, administration building and a fuel oil station. Special systems include a vehicle exhaust system, grease and oil piping, interceptors, hose reels and air compressors. HVAC estimate: \$1.7M, Plumbing estimate: \$760,000.



302 W. 5th St., Ste. 207
San Pedro, CA 90731
Phone: (310) 221-0749
Fax: (310) 221-0859

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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- Attachment "A" - Letter of Assent
- Attachment "B" - Los Angeles/Orange Counties Building and Construction Council
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- Attachment "C" - Craft Request Form
- Attachment "D" - U.S. Postal Service Zip Codes
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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...

M...

Matthew...

Artiller...

Jorge...

Ronald...

Carl...

Dan...

Mark...

David...

...

...

...

...

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

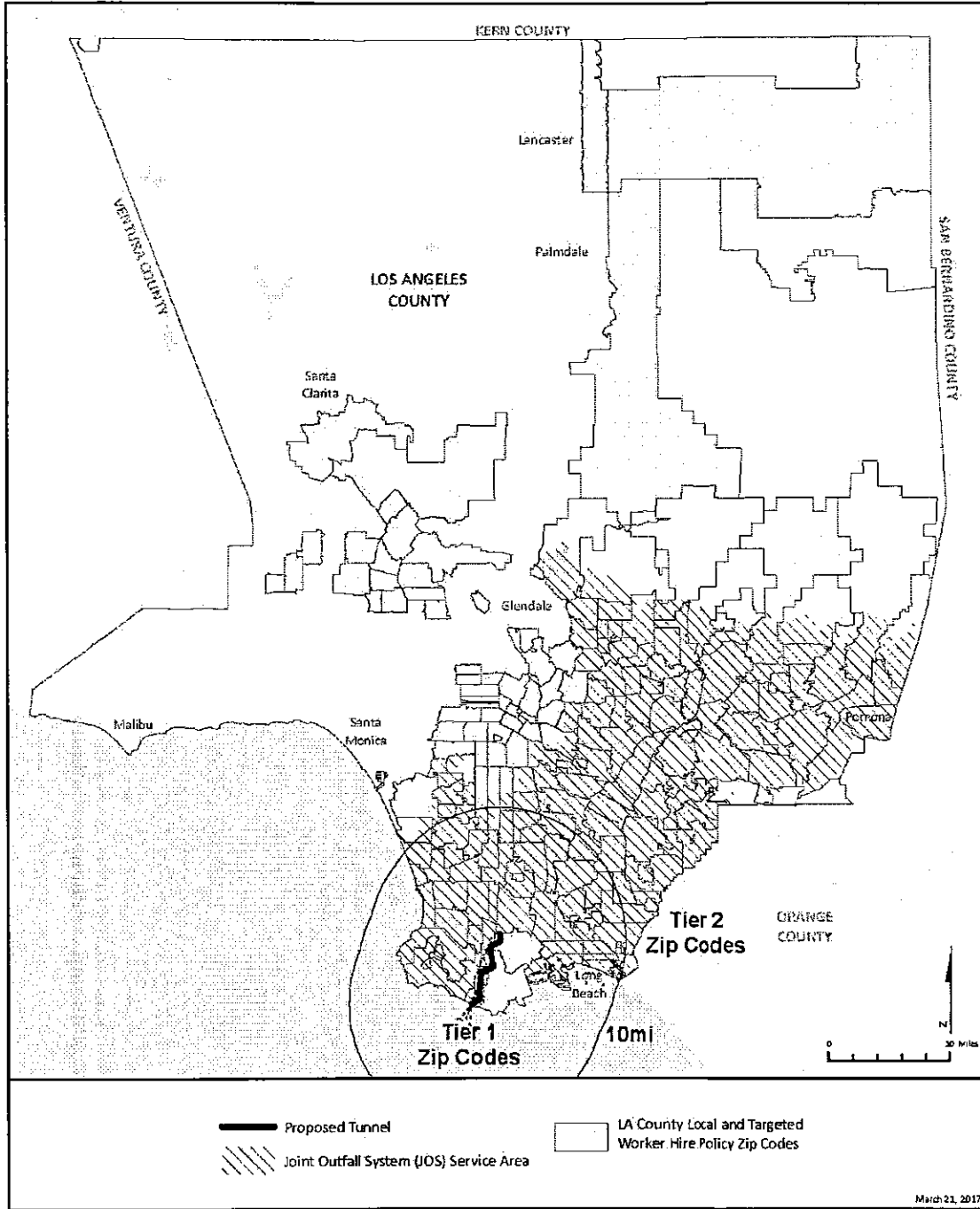
Tier 1 Zip Codes

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



Cost Information

RFP:	On-Call Construction Management Services	
Firm Name:	Integrated Engineering Management (dba, IEM)	
Firm Address:	302 W. 5th St., Suite 207, San Pedro, CA 90731	
Name	Title	Hourly Rate
Contract Administrator / Manager		
Behjat Zanjani	Contract Administrator/Manager	\$310
Construction Managers		
Sam Navid, PE	Construction Manager	\$230
Ramero Herrera	Construction Manager	\$230
Samer Suleiman	Construction Manager	\$220
Rick Shirley	Construction Manager	\$230
Senthil Sinnudurai	Construction Manager	\$220
Mike Gonzales	Construction Manager	\$220
Subhi Kudaimi	Construction Manager	\$190
Chinwe Iwuchukwu	Construction Manager	\$190
Russ Rasooli	Construction Manager	\$180
Project Schedulers		
Kim Romero	Sr. Scheduler	\$195
Matthew Hall	Sr. Scheduler	\$195
Fay Shariaty	Scheduler	\$180
Project Estimators		
Dan Schottlander	Lead Cost Estimator	\$215
Richard Warsinger	Lead Cost Estimator	\$215
James Burrmann	Electrical/Controls Cost Estimator	\$210
Jody Brumfield	Mechanical Cost Estimator	\$210
Anticipated Expenses		
Automobile	Monthly Rate	incl.
Auto Mileage	Per Mile	incl.
Other Direct Cost	TBD	At Cost