

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 Kennedy/Jenks Consultants, Inc., a California corporation (“Consultant”), DIR Registration No. 1000009725. 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: Kennedy/Jenks Consultants, Inc.
Address: 300 N. Lake Ave., Suite 1020
Pasadena, CA 91101
ATTN: Edward C. Yang, PE

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.

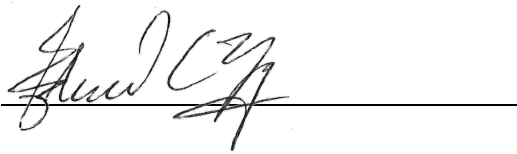
18. Entire Agreement

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]



A handwritten signature in black ink, appearing to read 'Edward C. Yang', is written over a solid horizontal line.

Edward C. Yang, PE, Vice President

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

By: _____
Chairperson

Attest:

Secretary

Approved as to Form:

Lewis Brisbois Bisgaard & Smith LLP

By: _____
District Counsel

EXHIBIT A



Los Angeles County Sanitation Districts

Request for Proposals for On-Call Construction Management Services

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1 | Cover Letter & Disclosure Statement

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

September 15, 2023

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

Subject: Proposal to Provide Professional Construction Management Services

Dear Mr. Vakharia:

Los Angeles County Sanitation District No. 2 (District) is seeking qualified construction management firms to provide on-call construction management services. Kennedy/Jenks Consultants, Inc. (KJ) brings the right qualifications and experience from completing over 3,700 water/wastewater construction management (CM) and inspection projects to provide responsive, cost-effective services to support the District. Your projects will be supported by a dedicated team of CM specialists and inspectors committed to delivering high-quality, timely and cost-effective projects.

KJ has partnered with Clear Control Services and MCK Americas to successfully tackle the intricacies of your project. Our CM Team consists of highly qualified professionals with relevant experience who understand your concerns and the challenges at hand and can seamlessly integrate with District staff, Design Engineers and the Contractors to provide you with peace of mind. Our team includes industry specialists who will deliver the following:

Proven Construction Managers With Hands-On CM Experience to Promote a Streamlined Project Delivery:

The construction manager role is the glue that binds individual parties into a high-performing project team. Our proposed key local Construction Managers, Jeff Palin and Nick Pailma, will leverage a “One-Team” approach to motivate the team to focus on resolving issues and work in collaboration with the District staff to deliver successful projects. ***Our CM's will provide leadership through open communication, effective coordination, and a hands-on approach to resolve project issues before they become a problem.***

Quality, Cost, and Schedule Certainty and Peace of Mind for the District and Ratepayers:

In helping the District carry out these objectives, KJ's CM staff delivers quality long lasting projects within budget and on schedule for as-needed CM assignments. ***Our long history of delivering quality projects on time, and within budget enables the District to maintain its mission to exercise responsible financial management.***

Comprehensive and Complete CM Services for Small to Large Assignments Provided by a Flexible Pool of Resources to Complement the District's Team and to Address All CM Needs:

The District can depend on KJ to rapidly respond to task order proposal requests and mobilize team members from our deep bench of experienced and knowledgeable professionals. Our team brings comprehensive CM expertise in water and wastewater treatment facilities, pump stations, lift stations, and pipeline construction. Our team is readily available to address your project challenges and work in collaboration with you to deliver successful projects. ***KJ can immediately provide one or more experienced personnel to serve in staff augmentation or standalone roles for small to large projects of short or long duration, part or full-time.***

This proposal is a genuine representation of our team member's qualifications and dedication to providing services to the District. Our CM team is committed to bringing excellent value and expertise to the District and we are excited for this opportunity to become part of your team.

As Principal-in-Charge and an officer of the company, Ed has the authority to contractually bind this contract. If you have any questions regarding our proposal, please contact Ed at (626) 568-4305 or EdYang@kennedyjenks.com or Ron Esmilla at (714) 488-7677 or RonEsmilla@kennedyjenks.com; address noted below. To the best of our knowledge, KJ is not aware of any personal or organizational conflicts of interest with the Los Angeles County Sanitation Districts. We are excited to serve you and appreciate the opportunity to propose on this important project.

Very truly yours,

Kennedy/Jenks Consultants, Inc.



Edward C. Yang, PE, Assoc. DBIA
Vice President | Principal-in-Charge



Ron Esmilla, PE
Contract Manager

2 | Statement of Qualifications for the Proposer

Los Angeles County Sanitation Districts

Request for Proposals for On-Call Construction Management Services

Statement of Qualifications for the Proposer

Firm Profile

KJ is an award-winning, full service, multi-disciplined engineering and water/wastewater consulting firm that has earned a reputation for excellence and innovation in planning, design, value engineering, and CM for water/wastewater related projects. Since 1919, our firm's purpose has been to provide clients with the very best in personalized service, highly qualified professional staff, and appropriate engineering solutions. As an employee-owned firm, our primary focus is developing long-term relationships with our clients. KJ provides a full range of CM and inspection services, including rehabilitation/maintenance to wastewater treatment plants, pumping plants, and sewer lines throughout California.

Expertise, Resources, and Offices

KJ's relevant CM experience, as highlighted in **Figure 1**, has earned the trust of our clients across California. They rely on us for a comprehensive range of services, including accurate document control, change order management, submittal reviews, schedule management, independent cost estimating, claim management, commissioning, testing, startup, and closeout – making us a dependable “one-stop-shop.” Our track record of success on these CM contracts instills confidence in the District that our team will effectively oversee the completion of this project. Recognizing the urgency of task orders issued under on-call contracts, KJ is ready to mobilize appropriate resources from over 73 staff located throughout our five (5) Southern California offices in **Figure 1**.



▲ **Figure 1.** KJ's relevant construction management experience throughout California

WITH 104 YEARS OF ENGINEERING EXCELLENCE AND OVER 481 STAFF SPREAD ACROSS 32 OFFICES IN THE UNITED STATES, WE HAVE THE ABILITY TO COLLABORATE SEAMLESSLY ACROSS GEOGRAPHIC BOUNDARIES, ALL WHILE LEVERAGING OUR LOCAL TEAM RESOURCES, ENSURING EFFICIENT AND PRECISE PROJECT DELIVERY.

Subconsultants

To complement our in-house capabilities, we have enlisted subconsultants that will provide the District with specialized expertise. We have partnered with Jeff Becker with **Clear Control Services, LLC (CCS)** and Matt White with **MCK Americas, Inc. (MCK)** to provide additional support as Project Scheduler.

CCS is a California certified Small (Micro) Business firm located in San Diego, CA. CCS specializes in project controls and construction management. The firm has over 45 years of combined experience in program/project controls experience, working as a contractor, program manager consultant, and owner's representative across various engineering and construction sectors. KJ and CCS have worked together on several public works projects throughout California over the course of 10 years.

MCK was founded in 2000 as a San Francisco-based program management, project management, and construction management company. MCK is richly diverse and experienced in high profile and complicated private and public projects. They pride themselves on creative problem solving, their ability to be solutions oriented, and their positive approach, which produces great team chemistry and winning results.

Scope of Services

Task	Description	Deliverables	Responsibilities
Pre-Construction Meeting	Conduct and coordinate the pre-construction meeting with all project partners. The meeting will be structured around safety, budget control, schedule control, and overall partnership between the District, Design Engineer, the Contractor, and CM Team.	<ul style="list-style-type: none"> • Pre-construction meeting agenda • Meeting summary 	Construction Manager
Document Standards and Control	Utilize District's document control system for project document control. Prepare field filing systems to organize, track, file, and manage documents. Review compliance drawings/ submittals and vendor/ lab test reports and certifications.	<ul style="list-style-type: none"> • Maintain project document control system 	Construction Manager
Meetings	Coordinate and conduct the contractor's weekly progress meetings, discussing project status, milestone accomplishments, outstanding project documentation, and issues. Conduct coordination meetings with District, Design Engineer, Contractor, and other agencies.	<ul style="list-style-type: none"> • Meeting agenda and summaries. Incorporate relevant tracking logs for the weekly construction progress meeting 	Construction Manager
Submittal Management	Track, log, and review contractor's submittals for completeness and accuracy. Forward to District and Design Engineer for review and response. Facilitate timely responses and tracking in accordance with the contract documents.	<ul style="list-style-type: none"> • Facilitate timely response to submittals 	Construction Manager
RFI Management	Track, log, and review contractor-submitted RFI and clarification request(s) to the contract documents. Forward to District and Design Engineer for review and response. Facilitate timely responses and tracking in accordance with the contract documents.	<ul style="list-style-type: none"> • RFI and clarification request response 	Construction Manager
Plan & Specification Interpretation	Review contractor's request for change in design, providing input on validation and feasibility of changed condition with the recommendation of action to the District and Design Engineer.	<ul style="list-style-type: none"> • Facilitate timely response 	Construction Manager
Redlined As-Built	Monitor contractor compliance with as-built requirements. Review the final redlined as-built set for conformance.	<ul style="list-style-type: none"> • Deliver final redlined as-built to District and Design Engineer 	Construction Manager
Progress Payments	Review contractor's monthly progress payment application quantities submission for comparison of actual quantities installed. Provide recommendations for payment to the District.	<ul style="list-style-type: none"> • Submit recommended monthly progress payment application to District 	Construction Manager

Task	Description	Deliverables	Responsibilities
Change Order Management	Track and analyze project issues. Review potential change orders for contractual and technical merit. Prepare independent cost estimates and review contractor's cost proposals and time extension. Provide recommendations and justification of change order requests to the District.	<ul style="list-style-type: none"> • Log project issues, change order requests, and prepare change orders • Change order request submitted on the District format with cost analysis and supporting documents 	Construction Manager, Project Estimator, Project Scheduler
Claim Management	Track and analyze potential claims submitted by the contractor. Assist in the resolution of disputes. Document force account work and disputed work. Advise and assist in providing information to the District for claims resolution.	<ul style="list-style-type: none"> • Log of potential claims • Report for each claim of background, merit, contractual requirements, and assessment of costs requested by the Contractor • Provide recommendations for resolution to the District 	Construction Manager, Project Estimator, Project Scheduler
Schedule Management	Review baseline schedule and project critical path method. Review monthly schedule update. Review and monitor the contractor's schedule continuously. Notify parties of actual or potential deviation from the schedule or potential delays or impacts. Work with the project team to correct non-compliance scheduled activities.	<ul style="list-style-type: none"> • Timely response to baseline schedule review • Timely response to monthly schedule update review 	Construction Manager Project Scheduler
Commissioning/ Testing/Startup	Coordinate pre-operational testing plan review. Provide assistance to the District for start-up and commissioning per the submitted plan. Coordinate operator training for the District staff and equipment manufacturer.	<ul style="list-style-type: none"> • Start-up and testing checklist and recorded functionality documentation 	Construction Manager
Closeout	Finalize all outstanding change order requests and final punch list. Obtain lien releases for all submitted Preliminary Notices received. Coordinate final payment and release of retention. Provide notice of project completion and recommendation for the District to accept the complete work improvements once contract closeout is complete.	<ul style="list-style-type: none"> • Final change order with supporting documentation in the District format • Lien releases • Submit final pay application and release of retention request for processing by the District • Project acceptance recommendation letter 	Construction Manager

Exceptions: We do not have any exemptions to the technical scope and requirements of this RFP.

Extensive CM Project Delivery Experience Provides Quality, Cost, and Schedule Quality

Our project experience has been shaped by delivering as-needed contracts of all sizes – whether it is a \$8M as-needed CM for the City of San Mateo or a \$250K as-needed CM with Eastern Municipal Water District. We understand that you will have a wide range of needs and we are fully prepared and experienced in delivering quality, timely, and cost-effective work products no matter the size of the project.

This section presents the KJ team’s specific CM expertise related to the District’s projects, that we have completed within the past five (5) years. The qualifications we are submitting involve similar project elements currently underway or have been successfully completed to demonstrate our team’s ability to perform your scope of services. **Table 1** below represents a small sampling of these projects. Brief descriptions and references are provided in this section.

Project Client	Project Classification		
	WWTP Rehabilitation/ Maintenance/Upgrades	Pump Station/Lift Station Rehabilitation/Upgrades	Sewer Pipeline
Firm Experience			
1. Oxnard Wastewater Treatment Plant Improvements Project City of Oxnard	●	●	●
2. Horsethief Canyon Water Reclamation Facility Upgrade Elsinore Valley Municipal Water District	●	●	●
3. Centrate Storage Tank Las Virgenes Municipal Water District	●		
Additional Experience			
Huename Road Recycled Water Pipeline Phase 2 City of Oxnard			●
Wastewater Treatment Plant Expansion Rosamond Community Services District	●	●	●
Encina Wastewater Treatment Plant Improvements Project Encina Wastewater Authority	●		
Team Member Experience			
Michelson Water Recycling Plant Biosolids & Energy Recovery Facilities project Irvine Ranch Water District	●	●	●
Michelson Water Recycling Plant Upgrades Phase 1 Irvine Ranch Water District	●	●	●
Water Quality Control Plant Wet Weather and Digesters Improvements City of South San Francisco	●	●	●
Inland Empire Brine Line Reach V Rehabilitation and Improvement – Phase 2 Santa Ana Watershed Project Authority			●
CIP 6201 – DCT Headworks Screw Pump Installation & Upgrade City of Los Angeles Bureau of Engineering	●		
CIP 6197 – DCT Grit Chamber Flush System City of Los Angeles Bureau of Engineering	●		

▲ **Table 1.** KJ and our team members have worked on numerous projects throughout California in similar project classifications.

OVER THE PAST 15 YEARS, THE KJ TEAM HAS MANAGED OVER 3,700 PROJECTS FOR WATER AND WASTEWATER FACILITIES.

PROJECT CLASSIFICATION

- WWTP Rehab./Maintenance/Upgrades
- Pump Station/Lift Station Rehab./Upgrades
- Sewer Pipeline



1. Oxnard Wastewater Treatment Plant Improvements | City of Oxnard, Oxnard, CA

The City of Oxnard embarking upon a major capital improvements program to their 32-mgd wastewater treatment plant. The Oxnard Wastewater Treatment Plant is a regional that provides wastewater treatment services to local businesses, residents, and services to the City of Port Hueneme, Channel Islands Beach Community District, United States Navy bases, and unincorporated area of Ventura County.

The KJ team was selected for **constructability review, construction management, inspection, start-up, and training services for the wastewater improvements program.**

Key Project Features

- Headworks facilities rehabilitation
- Odor control facilities upgrades
- Interstage pump station rehabilitation
- Activated sludge air distribution and blowers improvements
- Anaerobic digesters rehabilitation
- New main electrical building
- New switchgears
- New maintenance storage building
- New SCADA system
- New plant security system
- Site Piping Improvements

Client Reference

Tim Beaman
Supervising Civil Engineer
(805) 385-8141
Timothy.beanab@oxnard.org
300 West 3rd St.
Oxnard, CA 93030

Project Dates: 01/2021 to 01/2024

Construction Value: \$51M

Relevant Team Members

Jon Westervelt, *Technical Advisor*
Bill Yates, *Construction Manager*
Earl Schwartz, *Resident Engineer*
Dylan Hopkins, *Resident Engineer*
Jeff Becker, *Scheduler*
Janet Hoffman, *Estimator*

Relevant Services

- ✓ Constructability Review
- ✓ Construction Management
- ✓ Inspection
- ✓ Material Testing/ Specialty Inspection
- ✓ Commissioning/Testing/ Start-up

PROJECT CLASSIFICATION

● WWTP Rehab./Maintenance/Upgrades

● Pump Station/Lift Station Rehab./Upgrades

● Sewer Pipeline



2. Horsethief Canyon Water Reclamation Facility Rehabilitation |

Elsinore Valley Municipal Water District, Lake Elsinore, CA

The Horsethief Canyon Water Reclamation Facility (HTCWRF) provides secondary treatment for wastewater flows from developments in the northerly portion of the Elsinore Valley Municipal Water District (EVMWD) service area utilizing an oxidation ditch with an extended aeration process without nutrient removal through a denitrification process. The HTCWRF is currently treating an average flow of 0.36 million gallons per day (mgd) and with a capacity is 0.5-mgd.

The new Waste Discharge Requirements (WDR) permit for this facility is expected to require denitrification and the treatment capacity will require expansion by 0.3-mgd to meet the wastewater treatment needs for wastewater flows from four developments within proximity to HTCWRF. **KJ is providing construction management and inspection services for the HTCWRF upgrades and expansion.**

Key Project Features

- New fine screens
- New membrane tank
- New bioreactor
- New MBR building
- New biofilter
- New dewatering building
- New chlorine contact tank
- New raw sewage diversion box and pipeline

Client Reference

Parag Kalaria
 Water Resource Manager
 (951) 674-3146
 Pkalaria@evmwd.net
 31315 Chaney St.
 Lake Elsinore, CA

Project Dates: 01/2022 to 01/2024

Construction Value: \$34M

Relevant Team Members

Ed Yang, *Principal-In-Charge*
 Jon Westervelt, *Technical Advisor*
 Nick Pilma, *Construction Manager*
 Jeff Becker, *Scheduler*
 Janet Hoffman, *Estimator*

Relevant Services

- ✓ Construction Management
- ✓ Inspection
- ✓ Material Testing/ Specialty Inspection
- ✓ Labor Compliance

PROJECT CLASSIFICATION

● WWTP Rehab./Maintenance/Upgrades



3. Centrate Storage Tank | Las Virgenes Water District, Calabasas, CA

The Las Virgenes Municipal Water District (LVMWD) owns and operates the Tapia Water Reclamation Facility (TWRP) and the Rancho Las Virgenes Composting Facility (Rancho). The nitrogen limit at Tapia is low (8 mg/L) the Centrate tanks must remain in service to attain compliance with discharge permit nitrogen limits. As a result, there is no redundancy in the Centrate treatment system. **KJ provided construction management services for a new 480,000 gallon glass lined storage tank and associated appurtenances, including tank mixing equipment, piping, valves, site grading and electrical and instrumentation improvements.**

Key Project Features

- 480,000 gallon glass lined storage tank
- Tank mixing equipment
- Process piping, valves, and flow meter control station
- New waterlines

Client Reference

John Zhao, PE
 Director
 (818) 251-2230
 Jzhao@lvmwd.com
 4232 Las Virgenes Rd #1994,
 Calabasas, CA 91302

Project Dates: 9/2016 to
 10/2018

Construction Value: \$1.48M

Relevant Team Members

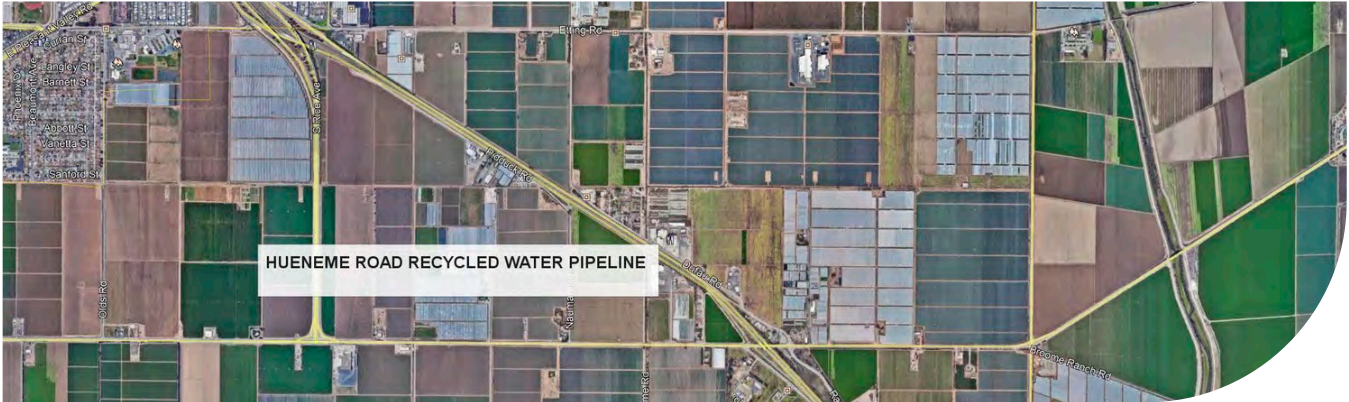
Bill Yates, *Construction
 Manager*

Relevant Services

- ✓ Construction Management
- ✓ Inspection
- ✓ Material Testing/
 Specialty Inspection
- ✓ Commissioning/Testing/
 Start-up

PROJECT CLASSIFICATION

Sewer Pipeline



Hueneme Road Recycled Water Pipeline Phase 2 | City of Oxnard, Oxnard, CA

KJ provided construction management and inspection services, including constructability review of the completed design documents, for the Hueneme Road Recycled Water Pipeline Phase 2 project. The City of Oxnard implemented the Groundwater Recovery Enhancement and Treatment (GREAT) Program – a comprehensive water resources effort to increase local water supply reliability and to meet the needs of a fast-growing population.

A major component of the GREAT Program was the Phase 2 Recycled Water Backbone System (RWBS). The Phase 2 RWBS included pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users throughout the City of Oxnard and vicinity areas. The RWBS is located near the Oxnard shoreline with high groundwater table, therefore groundwater dewatering was a significant part of construction.

Key Project Features

- Approx. 16,700 LF of 24-inch HDPE pipeline
- Jack & bore 24-inch pipeline across State HWY 1
- Caltrans encroachment permit
- Dewatering wells/monitoring wells
- Settlement monitoring

Client Address
300 West 3rd St.
Oxnard, CA 93030

Project Dates: 01/2020 to 01/2023

Construction Value: \$13M

Relevant Team Members
Bill Yates, *Construction Manager*

- Relevant Services**
- ✓ Construction Management
 - ✓ Inspection
 - ✓ Material Testing/ Specialty Inspection
 - ✓ Commissioning/ Testing/Start-up

PROJECT CLASSIFICATION

- WWTP Rehab./Maintenance/Upgrades
- Pump Station/Lift Station Rehab./Upgrades
- Sewer Pipeline



Wastewater Treatment Plant Rehabilitation | Rosamond Community

Services District, Rosamond, CA

The KJ team provided CM and inspection services, including constructability review, systems startup, training and O&M for the wastewater treatment expansion project. The project included treatment expansion to its aeration basin, secondary clarifier, overflow and percolation ponds, sludge drying beds, blower, chemical facilities, sludge/scum pumping stations, MCC/Generator Building, as well as site yard piping/electrical/grading improvements.

In addition to the CM and inspection services, KJ has developed systems startup and training plans and electronic O&M manuals, reviewing the vendor O&M manuals, and facilitating contractor’s vendor training of Operations staff. KJ utilized Procore as the document control system to manage document flow. We provided schedule reviews (baseline, schedule updates, recovery schedule review, time impact analysis), and conducted independent cost estimates, reviewed change orders, and processed payment applications.

Key Project Features

- New aeration basin
- New secondary clarifier
- New percolation basins
- New sludge drying beds
- New blower system
- New sludge/scum pumping facility
- New standby generator facility
- Sewer pipeline replacement (secondary effluent lines)

Client Address

3179 35th Street West
Rosamond, CA

Project Dates: 01/2019 to 06/2021

Construction Value: \$13.2M

Relevant Team Members

Jon Westervelt, *Technical Advisor*

Janet Hoffman, *Estimator*

Relevant Services

- ✓ Construction Management
- ✓ Inspection
- ✓ Material Testing/ Specialty Inspection
- ✓ Commissioning/Testing/ Start-up

PROJECT CLASSIFICATION

● WWTP Rehab./Maintenance/Upgrades



Encina Wastewater Treatment Plant Improvements | Encina Wastewater Authority, Carlsbad, CA

The Encina Comprehensive Asset Management Plan (E-CAMP) provides a reliable budgeting process to successfully address the Encina Water Pollution Control Facility (EWPCF) infrastructure needs. From the E-CAMP, Encina Wastewater Authority (EWA) has identified several projects that will be in design and construction over the next four years and will require construction management services. **KJ team was selected by EWA to provide construction management and inspection services for the Wastewater Treatment Plant Primary Area Improvements Project.**

Key Project Features

- Headworks screening
- Grit handling
- Dewatering equipment
- Concrete structure rehabilitation
- SCADA system replacement

Client Address

6200 Avenida Encinas
Carlsbad, CA 92011

Project Dates: 01/2020 to In Progress

Construction Value: N/A

Relevant Team Members

Jon Westervelt, *Technical Advisor*

Nick Pailma, *Construction Manager*

Janet Hoffman, *Estimator*

Relevant Services

- ✓ Construction Management
- ✓ Inspection
- ✓ Material Testing/Specialty Inspection
- ✓ Commissioning/Testing/Start-up

3 | Individual Qualification Information

Los Angeles County Sanitation Districts

Request for Proposals for On-Call Construction Management Services

Individual Qualification Information

Experienced and Hands-on CM Team Ready to Manage your Projects

This section presents an overview of KJ’s staff who will lead the services for your contract. Our team is organized to mirror the project delivery needs for each scope identified in the RFP. By structuring our team, as shown in our organizational chart, we offer a deep bench of resources, local leadership, and a history of efficient project execution. Brief biographies of our staff are provided in this section. Tailored resumes for our team are provided in the **Appendix**.



LEGEND : ¹ Subconsultant

The Ideal Team for Your Projects

Proven Construction Managers

Our local key Construction Managers, Jeff Palin and Nick Pailma, will bring together project stakeholders, fostering teamwork, open communication, and issue resolution. They’ll lead with a “One-Team” approach to ensure project success.

Quality, Cost, and Schedule Certainty

KJ’s CM team will consistently deliver on-time, within-budget, high-quality projects for the District’s CM needs, supporting responsible financial management and the District’s mission.

Flexible Comprehensive CM Solutions

The KJ Team promptly responds and deploys skilled professionals in water/wastewater construction, ready for collaboration on your projects. We offer experienced personnel for short or long-term roles



Ed Yang, PE, Assoc. DBIA Principal-in-Charge

QUALIFICATIONS & EXPERIENCE

- 34 years of experience in civil and environmental engineering with a primary focus in the preliminary and final design of water and wastewater facilities
- Experience in detailed design and process engineering working as both a project engineer and project manager for water and wastewater facilities
- Over the past 20 years, Ed has effectively managed large On-Call and As-Needed contracts for major clients in Los Angeles and Southern California and has provided successful planning, resourcing, and staffing of these contracts

PROFESSIONAL REFERENCES

As-Needed Sewer Rehabilitation Program | LACSD, CA

Kevin Monroe, C.E., S.E.
Supervising Engineer
(562) 908-4288 ext. 2028
kmonroe@lacsd.org

Ed's Role: Principal-In-Charge

On-Call Engineering Services | Metropolitan Water District of Southern California, CA

Sandip Budhia, PE
Team Manager
(213) 217-6547
SBudhia@mwdh2o.com

Ed's Role: Principal-In-Charge

EDUCATION

BS, Civil and Environmental Engineering

MS, Civil Engineering

LICENSES

Civil Engineer: CA

CERTIFICATIONS

Design-Build Professional (Assoc. DBIA)



Jon Westervelt, PE, CCM Quality Assurance Manager/Project Scheduler

QUALIFICATIONS & EXPERIENCE

- 30 years experience in the delivery of public works and environmental engineering projects, primarily water and wastewater treatment facilities
- Extensive experience in all project delivery types, including traditional (Design/Bid/Build) and alternate project delivery (including CMatRisk)
- Construction management experience includes project management, procurement management, project controls, resident engineering, construction inspection, startup/commissioning and material testing
- Managed more than 10 water and wastewater treatment facilities with alternative delivery methods ranging from \$10M to \$160M in construction costs

PROFESSIONAL REFERENCES

Oxnard Wastewater Treatment Plant Improvements | City of Oxnard, CA

Tim Beaman
Supervising Engineer
(805) 385-8141
Timothy.beanab@oxnard.org

Jon's Role: Technical Advisor

Horsethief Canyon Reclamation Facility | Elsinore Valley Municipal Water District, CA

Parag Kalaria
Water Resource Manager
(951) 674-3146
Pkalaria@evmwd.net

Jon's Role: Technical Advisor

EDUCATION

BS, Civil and Environmental Engineering

MS, Civil Engineering

LICENSES

Civil Engineer: AZ

CERTIFICATIONS

Certified Construction Manager (CCM)



Ron Esmilla, PE Contract Manager

QUALIFICATIONS & EXPERIENCE

- Licensed Civil Engineer with over 29 years of experience managing a wide range of construction projects throughout Southern California
- Extensive experience in the construction of wastewater treatment plants, pipelines, pumping facilities, and wells
- Technical expertise with more than 15 pipeline replacement projects combined with his focus on communication, consistent management of schedule and budget makes him an asset to projects with tight timelines
- Has the interpersonal skills needed to form a team from parties with disparate interests

EDUCATION
BS, Civil Engineering
MS, Civil Engineering

LICENSES
Civil Engineer: CA

PROFESSIONAL REFERENCES

Michelson Water Recycling Plant Biosolids & Energy Recover Facilities project | Irvine Ranch Water District

Billy Stewart, Sr. Engineer (Retired)
(949) 861-1467
Wstewart580@gmail.com

Ron's Role: Construction Manager

CM Services for the Water Quality Control Plant (WQCP) Wet Weather and Digesters Improvements | City of South San Francisco, CA

Brian Schumaker,
Plant Superintendent
City of South San Francisco
(650) 829-3844

Ron's Role: Construction Manager



Bill Yates, PE Construction Manager

QUALIFICATIONS & EXPERIENCE

- 39 years as a Senior Project Manager and Construction Manager for design and construction projects, including water and wastewater treatment, water and sewer pipeline and pump station design, and water storage facilities
- Served as Construction Manager or provided construction support/review services for more than a dozen projects in the past 10 years
- Unique combination of design engineering and CM expertise provides a forward-thinking approach to your projects

EDUCATION
BS, Civil Engineering
MS, Civil Engineering

LICENSES
Civil Engineer: CA

PROFESSIONAL REFERENCES

Oxnard Wastewater Treatment Plant Improvements | City of Oxnard, CA

Tim Beaman
Supervising Engineer
(805) 385-8141
Timothy.beanab@oxnard.org

Bill's Role: Construction Manager

Hueneme Road Recycled Water Pipeline Phase 2 | City of Oxnard, CA

Jorge Espinoza
Project Manager
(805) 200-5415
Jorge.espinoza@oxnard.org

Bill's Role: Construction Manager



Earl Schwartz, PE Construction Manager

QUALIFICATIONS & EXPERIENCE

- 31 years of experience as a construction manager and resident engineer
- Serving as construction manager delivering on critical projects for many southern California cities and municipalities in the past 20 years
- He has a wide range of experience including water and wastewater construction management, residential and commercial development engineering, and City Engineer responsibilities

EDUCATION

BS, Civil Engineering

LICENSES

Civil Engineer: CA

PROFESSIONAL REFERENCES

CIP 6201 - DCT Headworks Screw Pump Installation and Upgrades | City of Los Angeles Bureau of Engineering, Environmental Engineering Division, CA

Willis Huffman
Senior Engineer/Project Manager
(310) 648-6187
Email: N/A

Earl's Role: Lead Construction Manager

CIP 6197 - DCT Grit Chamber Flush System | City of Los Angeles Bureau of Engineering, Environmental Engineering Division, CA

Thomas Harmon
Administration Senior Inspector
(213) 944-4889
Email: N/A

Earl's Role: Construction Support



Nick Pailma, PE, QSD/QSP Construction Manager



QUALIFICATIONS & EXPERIENCE

- 17 years of experience as a construction manager in the water and wastewater engineering field
- Experience includes construction management, construction inspection, construction administration, startup/commissioning services and managing and maintaining web-based document control systems for municipal and industrial water and wastewater treatment projects

EDUCATION

BS, Civil Engineering

MS, Civil Engineering

LICENSES

Civil Engineer: CA

CERTIFICATIONS

Qualified SWPPP Practitioner (QSP)

Qualified SWPPP Developer (QSD)

PROFESSIONAL REFERENCES

Horsethief Canyon Reclamation Facility | Elsinore Valley Municipal Water District, CA

Parag Kalaria
Water Resource Manager
(951) 674-3146
Pkalaria@evmwd.net

Nick's Role: Construction Manager

Michelson Water Recycling Plant Biosolids & Energy Recover Facilities project | Irvine Ranch Water District

Billy Stewart, Sr. Engineer (Retired)
(949) 861-1467
Wstewart580@gmail.com

Nick's Role: Construction Manager



Jeff Palin, PE, QSD Construction Manager

QUALIFICATIONS & EXPERIENCE

- 21 years of wide-ranging experience in the civil engineering and construction fields
- His experience includes project management, construction management, and director-level employee management
- He has a client-first mentality to all projects with an emphasis on clear and concise communication between client, contractors, and impacted stakeholders
- He has a proven ability to break down complex projects into manageable components. He also is exceptionally adept at problem-solving and communicating solutions to project teams, as well as having a consistent record of maintaining schedules and minimizing change orders

EDUCATION

BS, Civil Engineering

LICENSES

Civil Engineer: CA

CERTIFICATIONS

Qualified SWPPP Developer (QSD)

PROFESSIONAL REFERENCES

CM Services for the Water Quality Control Plant (WQCP) Wet Weather and Digesters Improvements | City of South San Francisco, CA

Brian Schumaker,
Plant Superintendent
City of South San Francisco
(650) 829-3844

Jeff's Role: Construction Support

CM & Inspection for Clearwell Bypass | City of Poway, CA

Shadi Sami
Principal Civil Engineer
(858) 668-4717
Ssami@poway.org

Jeff's Role: Construction Manager



Dylan Hopkins Construction Manager

QUALIFICATIONS & EXPERIENCE

- Five (5) years of field experience on various water and wastewater projects, including pumping facilities, clarifiers, and pipelines
- Construction manager with experience handling projects of up to \$70 million, offering clients a dedicated and proactive team. His primary objective is to efficiently address any project challenges, ensuring a seamless construction process throughout the project's duration

EDUCATION

BS, Civil Engineering

PROFESSIONAL REFERENCES

Oxnard Wastewater Treatment Plant Improvements | City of Oxnard, CA

Tim Beaman
Supervising Engineer
(805) 385-8141
Timothy.beanab@oxnard.org

Dylan's Role: Resident Engineer

Stage 1 & 2 Recharge System Improvements | Antelope Valley East Kern Water Agency, CA

Justin Livesay,
Engineering Manager
(661) 943-3201
Jlivesay@avek.org

Dylan's Role: Project Estimator





Jeff Becker Project Scheduler

Clear Control Services, LLC 

QUALIFICATIONS & EXPERIENCE

- Over 25 years of experience in project controls, both in construction project management and at the program level
- Experience includes resource, budget development and management, cost estimating, construction schedule analysis, Critical Path Method (CPM) schedule development and maintenance with Primavera P6 and Microsoft Project, executive and management level reporting, and risk and contingency management
- He provides a focus to efficiently understand the scope, schedule, resource, and budget to work to mitigate any potential slip in the schedule or budget

PROFESSIONAL REFERENCES

Horsethief Canyon Reclamation Facility | Elsinore Valley Municipal Water District, CA

Parag Kalaria
Water Resource Manager
(951) 674-3146
Pkalaria@evmwd.net

Jeff's Role: Scheduler

Oxnard Wastewater Treatment Plant Improvements | City of Oxnard, CA

Tim Beaman
Supervising Engineer
(805) 385-8141
Timothy.beanab@oxnard.org

Jeff's Role: Scheduler

EDUCATION

BS, Civil and Environmental Engineering



Matt White, EIT, PMP Project Scheduler



QUALIFICATIONS & EXPERIENCE

- 20 years of experience providing project controls, schedule management, to contractors, owners, architects, engineers, and surety companies
- Performed and led teams tasked with scheduling and claims evaluation including delay analysis for projects associated with the construction of water/wastewater treatment facilities, power plants, environmentally sensitive projects, fiber networks, oil refineries, and medical facilities

PROFESSIONAL REFERENCES

Upper Main Ditch Piping Project | El Dorado Irrigation District, CA

Robert Fill (GEI Consultants)
(916) 912-4796
Rfill@geiconsultants.com

Matt's Role: Scheduler

San Antonio Pump Station | San Francisco Public Utilities Commission, CA

Steven Kyauk (PGH Wong Engineering)
(415) 566-0800
Skyauk@pghwong.com

Matt's Role: Scheduler

EDUCATION

BS, Civil Engineering

LICENSES

Engineer in Engineer (EIT): CA

CERTIFICATIONS

Project Management Professional (PMP)



Janet Hoffman, PE, CEP Project Estimator

QUALIFICATIONS & EXPERIENCE

- Over 27 years specializing in cost estimating of water and wastewater facilities and conveyance systems
- She has performed this role on multiple projects similar to the District’s upcoming work
- Janet is a mechanical engineer and Certified Estimating Professional (CEP) with experience in the design and construction of public, industrial, and institutional facilities
- She leads KJ’s estimating efforts and regularly provides detailed construction cost estimates at construction and final design levels, specializing in municipal and industrial wastewater, water, stormwater, and industrial projects

PROFESSIONAL REFERENCES

Horsethief Canyon Reclamation Facility | Elsinore Valley Municipal Water District, CA

Parag Kalaria
Water Resource Manager
(951) 674-3146
Pkalaria@evmwd.net

Janet’s Role: Estimator

Oxnard Wastewater Treatment Plant Improvements | City of Oxnard, CA

Tim Beaman
Supervising Engineer
(805) 385-8141
Timothy.beanab@oxnard.org

Janet’s Role: Estimator

EDUCATION

BS, Civil Engineering

LICENSES

Mechanical Engineer: WA

CERTIFICATIONS

*AACE International/
Certified Estimating
Professional (CEP)*



Will Jones Project Estimator

QUALIFICATIONS & EXPERIENCE

- 20 years of experience working as an estimator, programmer, planner, and project manager
- He has experience with federal, state, and local codes and regulations, standard contracting regulations, practices, and procedures, and negotiating techniques

PROFESSIONAL REFERENCES

Biosolids Handling Facilities & Odor Control Improvements | City of Washougal, WA

Ryan Baker
Acting Public Works Operations Manager
(360) 835-8501 ext. 204
Ryan.Baker@cityofwashougal.us

Will’s Role: Estimator

CM Services for WPTO Raw Seweage Pump Replacement | King County, Department of Natural Resources, WA

Mizanur Rahman
Project Manager
(206) 477-5233
Mizanur.Rahman@kingcounty.gov

Will’s Role: Estimator

EDUCATION

BS, Civil Engineering

LICENSES

Civil Engineer: CA



Kieran Christie, PMP, CCP Project Estimator

QUALIFICATIONS & EXPERIENCE

- 15 years of experience and assists with cost estimating, schedule, and risk analysis work for water and wastewater facilities
- She is responsible for building and maintaining Class V through Class II OPCC estimates using the Chief Estimator, Timberline, and Mii. software and for developing project implementation schedules using Primavera and Microsoft Project

EDUCATION

BS, Civil Engineering

LICENSES

Civil Engineer: KS

CERTIFICATIONS

Project Management Professional (PMP)

Certified Cost Professional (CCP)

PROFESSIONAL REFERENCES

P454 Multi-Mission Dry Dock (M2D2) |
 NAVFAC, CA
 Nic Lundberg (Stantec)
 (646) 929-0523
 nicolas.lundberg@stantec.com

Kieran's Role: Estimating Lead

P1044 - Submarine Pier 31 Extension |
 NAVFAC, CA
 Benjamin Baker (Stantec)
 (646) 827-4082
 benjamin.baker@stantec.com

Kieran's Role: Project Manager

4 | Cost Information

Los Angeles County Sanitation Districts

Request for Proposals for On-Call Construction Management Services

Cost Information

KJ's cost information, including hourly rates, indirect reimbursable, and other costs, is enclosed within a separate sealed envelope.

5 | Statement of Insurance

Los Angeles County Sanitation Districts

Request for Proposals for On-Call Construction Management Services

Statement of Insurance

KJ confirms that we currently meet the required levels of insurance for your On-Call Construction Management Services.

6 | Appendix | Team Member Resumes

Los Angeles County Sanitation Districts

Request for Proposals for On-Call Construction Management Services

Edward C. Yang, PE, Assoc. DBIA

Principal-In-Charge

PROFESSIONAL SUMMARY

Edward (Ed) Yang has over 33 years of experience in the field of civil and environmental engineering. He has focused primarily in the preliminary and final design of water and wastewater facilities. He has experience in detailed design, design build and process engineering working as both a project engineer and project manager for water and wastewater facilities. He also has experience in information technology, SCADA, and advanced computer aided engineering, BIM, and 3D-design. Over the past 20 years, Ed has effectively managed large On-Call and As-Needed contracts for major clients in Los Angeles and Southern California and has provided successful planning, resourcing, and staffing of these contracts and is currently the manager of the LASAN's Treatment Plant support contract, IEUA's As-Needed Wastewater Engineering and MWD's On-Call Engineering. Ed is also certified in the implementation and planning of alternative delivery methods as certified by DBIA.

TOTAL YEARS OF EXPERIENCE

33

EDUCATION

BA, Engineering Management,
Claremont McKenna College, 1992

BS, Civil and Environmental Engineering,
University of California, Davis, 1992

MS, Civil Engineering,
Loyola Marymount University, 1996

REGISTRATIONS

Professional Engineer - Civil - California (54752)

CERTIFICATIONS

Design Build Professional

MEMBERSHIPS / AFFILIATIONS

American Society of Civil Engineers

PROJECT EXPERIENCE

As-needed Treatment Plant Planning Support - Agreement TOS-SN-35, Los Angeles, City of (BoS), Los Angeles, CA | *Principal-In-Charge, Client Manager, Project Manager*

Under a \$4.0M agreement over the past 4 years, KJ provided a full spectrum of engineering and design services for LASAN. Separate tasks orders (51 total) were successfully executed. Work included Program Management support on a \$100M design-build at the Hyperion Treatment Plant, Sewer System design and evaluation, odor control system design and installation, in-house technical staff augmentation, irrigation systems design, structural design and evaluation and other technical support functions. The City of Los Angeles maintains a formal outreach program which was also successfully managed. Served as Principal-in-Charge or Project Manager for several key projects at Hyperion and other LASAN Treatment Plants. These included the HTP Flare VOC study, HTP Air Toxics Inventory, Environmental Review for LA Glendale, Refurbishment of the HTP ATF-BTF Odor Control System, DCT AWPB Brine Line Analysis, HTP Odor Neutralization and Testing, Installation and Testing of HTP Linde Air Separation Units, and managing a key sub-consultant for APWWF Optimization and Training at TITP. Served as Resource Manager for LASAN's OneWater Program providing as-needed staffing augmentation.

On-Call Engineering Services, Metropolitan Water District of Southern California, Various Locations Southern CA | *Contract Administrator, Principal-In-Charge, Project Manager*

Since 2005, has overseen the planning, scheduling, resourcing, and delivery of over 200 Capital Improvement Projects for Metropolitan. These projects encompass all aspects and disciplines of planning and design services for Metropolitan, including the resourcing and management of design staff augmentation teams, the management of specialty environmental subconsultants to support EIR, CEQA and NEPA projects and the management of home office teams executing standalone projects. Projects included the evaluation and study of floating reservoir covers, water treatment/process design for very large treatment facilities, in-plant structural, mechanical and electrical upgrades, fire protection analysis of Metropolitan's hydroelectric plants, water quality study of Lake Perris and the design and construction of large diameter transmission mains.

On-Call Engineering Consulting Services, Inland Empire Utility Agency, Chino Hills, CA /
Contract Administrator, Principal-In-Charge, Project Manager

Contract Manager for the 3-year \$15,000,000 as needed engineering contract. Responsibility includes supporting the agency in developing scope and fee proposals for various water, wastewater, and recycled water projects. In addition to wastewater and water process design, general discipline engineering is also provided. Kennedy Jenks has procured and completed a diverse range of projects on this agreement including Cost Analysis of decommissioning the Carbon Canyon Plant, Design of new Centrifuge Centrate discharge lines, emergency hot water recirculation pipeline design, new evaporative coolers for RP-1 and updates to the RP-1 Master Single Line Diagrams.

On-Call Services, City of Pasadena Water & Power, Pasadena, CA | *Principal-In-Charge*

Kennedy Jenks is completing a three-year \$3 million on-call engineering contract with the City of Pasadena. We were the only consultant to be selected for a contract by the City. The scope of services for the contract encompasses all types of engineering services from planning through construction support for all of the City's water facilities, including 500 miles of pipelines ranging from 2-inch to 42-inch in diameter, 23 pressure zones, 23 storage reservoirs, 19 pump stations, and 18 groundwater wells. The largest project developed from the Agreement is the replacement of the 11MG Sunset Reservoir.

On-Call Water and Wastewater Engineering Service, Eastern Municipal Water District, Perris, CA | *Principal-in-Charge, Project Manager*

Ed has managed Kennedy Jenks' recurring contract with Eastern Municipal Water District to provide as-needed water and wastewater design engineering services. The as-needed agreement covers both Eastern's potable transmission and distribution system and the waste collection and treatment system. Projects have included treatment plant centrate equalization, the Golden Triangle Sewer, technical review of collection system siphon design and operations, feasibility study of the conversion of 10 submersible well pumps to vertical turbine pumps, the 30" diameter Scott Road main enhancement and the Soboba Sewer Rehabilitation.

Lancaster WRP Expansion to 26MGD, County Sanitation District of Los Angeles County, Lancaster, CA | *Project Engineer*

Planning of a 26-MGD treatment plant expansion for the Lancaster Water Reclamation Facility with an estimated construction value of more than \$125 million. The expansion involves the design of a completely new facility to service the Northern Antelope Valley of Southern California. Responsible for managing detailed preliminary design report addressing the physical, biological, and chemical design requirements of the new treatment plant. New facilities include a new influent pump station, headworks and grit removal, aeration basins, secondary clarifiers, gravity anthracite filters, disinfection, anaerobic digesters, and solids handling facilities.

Valencia Water Reclamation Facility Modeling, County Sanitation District of Los Angeles County, Whittier, CA | *Project Engineer*

Led a team of engineers and designers in creating a fully interactive plant model tied to an informational database of plant entities. Also included with the plant model is an Intranet enabled drawing retrieval system in which plan engineers or operators can access any of the 1,600 plant record drawings.

Jon Westervelt, PE, CCM

Quality Assurance Manager/Project Scheduler

PROFESSIONAL SUMMARY

Jon has over 30 years of experience in the delivery of public works and environmental engineering projects, primarily water and wastewater treatment facilities. He has extensive experience in all project delivery types, including traditional (Design/Bid/Build) and alternate project delivery (including CMatRisk). His design experience includes development of design documents and specifications, construction cost estimation, constructability reviews and project scheduling. His construction management experience includes project management, procurement management, project controls, resident engineering, construction inspection, startup/commissioning and material testing. As Operations Leader of Water Construction in Western United States, he has operations management, revenue, profitability, and business development experience. He has managed more than 10 water and wastewater treatment facilities with alternative delivery methods ranging from \$10M to \$160M in construction costs.

TOTAL YEARS OF EXPERIENCE

30

EDUCATION

BS, Civil Engineering,
University of Arizona,
1993

REGISTRATIONS

Professional Engineer -
Civil - Arizona (32851)

CERTIFICATIONS

Certified Construction
Manager (CCM)

Construction Documents
Technologist

MEMBERSHIPS / AFFILIATIONS

American Society of Civil
Engineers

Construction Managers
Association of
America

National Society of
Professional
Engineers

PROJECT EXPERIENCE

Construction Management for Wastewater Treatment Plant Capital Improvement, City of Oxnard, Planning and Environmental Services, Oxnard, CA | *Construction Technical Advisor*

The City of Oxnard is embarking upon a major capital improvements program to their 32 mgd wastewater treatment plant. The Oxnard Wastewater Treatment Plant is a regional provides wastewater treatment services to local businesses, residents, and regional wastewater treatment services to the City of Port Hueneme, Channel Islands Beach Community District, United States Navy bases, and the unincorporated area of Ventura County. The KJ team was selected for constructability review, construction management, start-up, and training services for \$51M wastewater improvements program. The wastewater improvements including rehabilitation of Headworks facilities, odor control facilities, interstage pump station, activated sludge air distribution and blowers, anaerobic digesters, new main electrical building, switchgears, new maintenance storage building, new SCADA system, and new plant security system.

Construction Management Task Order 1 - Primary Area Improvement, Encina Wastewater Authority, Carlsbad, CA | *Project Manager*

KJ is serving as the Construction Manager for the upgrades and rehabilitation project of the Encina Water Pollution Control Facility primary treatment area. The Project construction value is \$13M and the duration is two years. Upgrades include new primary screens, conveyors, washer compactors, grit dewatering units, a new building for grit and screenings loadout, new stainless-steel gates, two earth retaining structures, new motor control centers, and electrical infrastructure. The rehabilitation scope includes primary influent concrete channel coatings, concrete grit tank coatings, and primary sedimentation basin baffle replacement. KJ onsite staff includes Construction Manager, Lead Inspector, with subconsultants for electrical, coatings, and special structural inspections.

Wastewater Treatment Plant Rehabilitation, Engineering Services During Construction, Rosamond Community Services District, Rosamond, CA | *Project Manager*

The KJ team provided design, constructability review, construction management, and inspection services for the \$13.2M wastewater treatment plant expansion for the Rosamond CSD. The

project treatment expansion to its aeration basin, secondary clarifier, overflow and percolation ponds, sludge drying beds, blower, chemical facilities, sludge/scum pumping stations, MCC/Generator Building, as well as site yard piping/electrical/grading improvements. In addition to the construction management and inspection of the construction contract, KJ has developed systems startup and training plans and electronic O&M manuals reviewed the vendor O&M manuals, and facilitated contractor's vendor training of Operations staff.

Alvarado 2nd Pipeline Replacement, City of San Diego, San Diego, CA | Constructability Reviewer

Jon served as Constructability Reviewer for this \$90M Design Project. His responsibilities included design phase services (constructability reviews, easement analysis, construction duration analysis). Project comprised of construction of approximately 10 miles of 12-, 16-, 24-, 36-, and 48-inch water mains in the Mission Valley and Mission Bay areas. Project work includes both trenchless and open cut construction within the public right of way.

San Jose-CM & Insp SO3-Dig & Thickener, City of San Jose, Water Pollution Control, San Jose, CA | Constructability

Constructability for the \$107M San Jose/Santa Clara RWF Anaerobic Digesters Rehabilitation Project. This work is part of KJ's as-needed CMS agreement with the City of San Jose under which multiple plant improvement and rehabilitation projects will be constructed. Electrical scope consisted of providing the plant with a dual 5 KV Substation, two 2,000 Amp Electrical Buildings supporting four Motor Control Centers for 4 refurbished digesters. The controls, signal and fiber for the digester equipment required two new Distributed Control Centers. These DCU's would eventually be connected to three other DCU Cabinets in our contract. A fiber patch panel and a fire alarm system were required for each building.

157th Ave WRF Reservoir and Pump Station, City of Goodyear, Goodyear, AZ | Construction Manager

Provided construction phase support services for the construction of a 1 MG reservoir, reuse booster pump station and pipeline, modification to existing reuse effluent pump station, and chemical facilities modifications.

Preconstruction Services for Water Treatment Plant - CMAR, San Jacinto River Authority, Conroe, TX | Construction Scheduler

During preconstruction phase, provided assistance to the CMAR/construction contractor in the development and updating of the schedule in relationship to general control system construction sequencing and startup/commissioning activities. The \$200M, 3-year project includes Raw Water Intake, Surface Water Treatment Facility (SWTF), and High Service Pump Station, solids handling facilities, chemical facilities, yard piping, site electrical.

Central Arizona Project Office Engineering, City of Scottsdale, Scottsdale, AZ | Construction Scheduling Engineer

Responsibilities included review and approval of the contractors monthly schedule updates. Project expanded the 50 MGD CAP WTP for the city of Scottsdale by 30 MGD. The Project includes new raw water transmission piping, raw water distribution structures and piping to a new Plant III. The new 30 MGD Plant III facilities will include DAF Pretreatment followed by Pressure Membrane Filtration which will connect to the existing post filter GAC facilities. The project also includes finished water conveyance piping and an additional 6-million gallon storage reservoir.

Ron J. Esmilla, PE

Contract Manager

PROFESSIONAL SUMMARY

Ron Esmilla has extensive experience working on various water and wastewater projects, including pipelines, wastewater treatment plants, and pumping facilities. While he has experience in planning, pre-design, and design, his area of concentration has been the construction management of public works projects especially water and wastewater systems and facilities.

TOTAL YEARS OF EXPERIENCE

29

EDUCATION

BS, Civil Engineering,
Stanford University,
1993

MS, Civil Engineering,
University of Illinois at
Urbana-Champaign,
1994

REGISTRATIONS

Professional Engineer -
Civil - California
(56533)

CERTIFICATIONS

10-Hr OSHA

PROJECT EXPERIENCE

Alameda CWD CM Services for Curtner Road Upgrade Project and Washington Booster Station Flow Meter Project, Alameda County Water District, Fremont, CA | *Principal-In-Charge/Project Manager*

Managing the construction management and inspection team, schedule and budget, and ensuring client satisfaction for the project. KJ is providing construction management and inspection services for the Curtner Road Booster Station Upgrade Project and Washington Booster Station Flow Meter Project. The Curtner Road Booster Station includes mechanical, plumbing, electrical and controls, site, and structural improvements. The Washington Booster Station Flow Meter upgrades include a new flow meter, flow meter vault, and associated appurtenances and electrical equipment.

Ultraviolet (UV) Light Disinfection Replacement Construction Management, Mt. View Sanitary District, Martinez, CA | *Project Manager*

Responsible for managing the contract for constructability and construction management, contract administration, and inspection support services for the collection system portion of the \$950M City of San Mateo Clean Water Program. One of the projects, the Basin C Sewer Rehabilitation Project, included replacing or lining (by cured in place pipe) portions of varying diameter sanitary sewer mains at multiple locations in public rights of way and backyard easements. The project also consisted of rehabilitating manholes by lining, repairing channels and benches, and full removal and replacement of select manholes. Sewer lateral rehabilitation and reconnection were also performed.

Construction Management and Inspection Services - Secondary Treatment Plant Upgrade and Recycled Water Expansion, Las Gallinas Valley Sanitary Distri, San Rafael, CA | *Project Manager*

Responsible for managing the contract for construction management and inspection services for the Las Gallinas Valley Sanitary District's (LGVSD), 3-year upgrade and capacity expansion to its recycled water treatment facility. This project includes rerouting of the force main pipeline, realignment of the treatment plant's perimeter road, upgrades to the electrical systems at the plant, installation of a new utility transformer, realignment of above-ground electrical systems, upgrading of the Supervisory Control and Data Acquisition (SCADA) system, modifications to the existing disinfection system, as well as other related work such as grading, fencing, pipelines, landscaping, and paving. Work was completed while maintaining NPDES discharge permit compliance. To meet continuous treatment regulatory requirements, the project is being

constructed in multiple phases. All existing plant operations are maintained while transitioning to the operation of the upgraded facilities.

City of San Mateo Clean Water Program (as a subconsultant), CH2M HILL, San Mateo, CA / Project Manager, Construction Manager, Principal-In-Charge

Managed KJ's construction management work on City of San Mateo's Clean Water Program to replace aging wastewater infrastructure, build wet weather capacity, comply with regulatory requirements, and align with the City's sustainability goals. KJ has been providing as-needed CM, constructability review, contract administration (CA), and inspection support services for the collection system portion of the \$950M CWP. Located on the western shoreline of San Francisco Bay, project elements include replacing, upsizing or rehabilitating 260 miles of pipelines ranging from 6" - 39" in diameter and upgrading 24 sanitary sewer lift and pump stations. A 5MG buried reinforced concrete wet weather storage basin and pump station will also be built. Challenges presented include major coordination and management challenges due to the project being comprised of 13 individual construction contracts located in residential neighborhoods being built over a multi-year period. In total, KJ has provided CM, constructability review, CA, and inspection support services for six construction projects to date.

Construction Management Water Quality Control Plant Wet Weather and Digesters Improvements, City of South San Francisco, South San Francisco, CA / Project Manager

Responsible for managing all contracts for the \$50M San Bruno Water Quality Control Plant Wet Weather and Digester Improvement project. The project consisted of a new secondary clarifier with associated equipment and piping, upgrading associated secondary treatment facilities, the construction of two storm water pump stations, demolition of two of the five existing digesters (Digester Nos. 1 and 2), replacement of the two digesters with a new Digester 1 and a high solids digestion system, modifications to Digester Control Buildings No. 1 and No. 2, modifications to Digester No. 3, demo of Digester Control Building 3, and the construction of a new digester gas conditioning system. The high solids digestion system included the first recuperative thickening system installed at a sewer treatment plant in the United States.

Digester and Thickener Facilities Upgrade Project Inspection Services, City of San Jose, Water Pollution Control, San Jose, CA / Project Manager

Responsible for managing the contract for the first task order which included CM of the \$160M Digester and Thickener Facilities Upgrade. This project upgrades Digesters #5-8 from conventional anaerobic digestion into a Temperature-Phased Anaerobic Digestion (TPAD). Currently under construction, this project includes new covers, mixing systems, and heat exchangers, as well as modifications to the low-pressure gas piping system, dissolved air flotation thickeners, and an elevated pipe rack. It also incorporates odor control, a sludge screening facility, and rehabilitates the existing gas flare system. Construction involves 108 Plant Shutdown Requests (PSRs) and is integrally connected to eight separate and parallel construction projects, including an \$85M Cogeneration Project, and a \$100M Solids Dewatering Facility Project—both of which, are being delivered as Progressive Design-Build.

Garfield Reservoir Replacement, City of South Pasadena, South Pasadena, CA / Project Manager

Project Manager for the replacement of a 6 MG concrete reservoir. Project included inspection, schedule and payment reviews, reviews of RFIs, conducting construction meetings, document control, change order negotiations and assistance with start-up and commissioning. The construction was in a well-established neighborhood. Project construction value \$12 million.

William C. Yates, PE

Construction Manager

PROFESSIONAL SUMMARY

William (Bill) is a Senior Project Manager and Construction Manager for design and construction projects, including water and wastewater treatment, water and sewer pipeline and pump station design, and water storage facilities. Served as Construction Manager or provided construction support/review services for more than a dozen projects in the last 39 years.

TOTAL YEARS OF EXPERIENCE

39

EDUCATION

BS, Civil Engineering,
Colorado State
University, 1982

MS, Water Resources
Planning and
Management,
Colorado State
University, 1987

REGISTRATIONS

Professional Engineer -
Civil - California
(48658)

Professional Engineer -
Civil - Oregon
(85271PE)

PROJECT EXPERIENCE

Hueneme Road Recycled Water Pipeline Phase II, City of Oxnard, Planning and Environmental Services, Oxnard, CA | *Project / Construction Manager*

The City of Oxnard (City) has implemented the Groundwater Recovery Enhancement and Treatment (GREAT) Program – a comprehensive water resources effort to increase local water supply reliability and to meet the needs of a fast-growing population. The Phase 2 RWBS will include a pipe distribution system that can convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users throughout the City and vicinity areas. The RWBS is located near the Oxnard shoreline with high groundwater table; therefore, groundwater dewatering is a significant part of the construction. Served as the project manager and construction manager.

Construction Management for Wastewater Treatment Plant Capital Improvement, City of Oxnard, Planning and Environmental Services, Oxnard, CA | *Project Manager*

Served as the project manager for The City of Oxnard's major capital improvements program. The City retained KJ to perform a constructability review and provide construction management/inspection. Services included a constructability review of the completed design documents, including reviewing 100% of the design documents and providing constructability review comments to the City, reviewing and responding to the City's responses to 100% constructability review comments, and reviewing updated/final design documents and providing any additional comments to the City.

Conduit Relocation and Pump Station Design and Construction Management, Santa Clarita Valley Water Agency, Santa Clarita, CA | *Project Manager*

Responsible for project management, coordination, design, and construction management services for the relocation of approximately 2,800 feet of 54 inch concrete cylinder pipe. The project included analyzing the existing pipeline alignment and lay sheets, incorporating the pipe joints into a new alignment, designing new steel components, reconnecting to the original pipeline, and design of bypass piping for a wholesale water distributor.

Pipeline Design and Construction Management, Santa Clarita Valley Water Agency, Santa Clarita, CA | *Project Manager*

Responsible for project management, coordination, design, and construction management services of 6,000 feet of 54 inch and 48 inch steel pipeline. The project included major coordination with the property developer, connection to an existing 84 inch pipeline and a 700

foot open cut crossing of the Santa Clara River. The crossing included diversion of the 6 mgd river flow, dewatering system, 600 feet of sheet piles, and concrete encasement.

Construction Management Services, City of Santa Monica, Santa Monica, CA | Project Manager

Responsible for construction management services for the improvements to the existing Riviera Reservoir including replacement of valves, addition of a recirculation pumping system, HDPE inlet and outlet manifold system, railings, grating, air vents, hose bibb system, and concrete repair on the reservoir interior.

Airport Water Line Improvements, City of Camarillo, Camarillo, CA | Project Manager

Managed a team to provide design and CM services for the installation of approximately 1,900 LF of 16-inch HDPE/PVC pipeline beneath the City of Camarillo Airport. The pipeline was constructed to provide a secondary water supply and create a looped system to improve hydraulics in the City's Pressure Zone 2.

Pipeline Design, Santa Clarita Valley Water Agency, Santa Clarita, CA | Project Manager

Responsible for project management, coordination and design of 4,400 feet of 24 inch steel pipeline. The project included boring and jacking (340 feet) beneath the I 5 freeway, a 900 foot open cut crossing the Castaic Creek, construction of 2,500 feet of pipeline within the County of Los Angeles' Peter Pitchess Detention Center, and connection to the Agency's 54 inch concrete cylinder pipe. The creek crossing included a dewatering system, 850 feet of sheet piles, and concrete encasement.

Phase 1 - Reservoir and Landfill Site Evaluation, City of Lompoc, Lompoc, CA | Project Manager

Responsible for construction management services of a 4 mgd welded steel water storage reservoir at the City of Lompoc's landfill site. The project also included extensive grading and terracing for the reservoir and paved access road, storm drainage system design, storm drainage system replacement, landfill plant water system, each placement of approximately 500 feet of 36 inch CMP storm drain line and 16 inch waterline.

Phase 1 - Reservoir and Landfill Site Evaluation, City of Lompoc, Lompoc, CA | Project Manager

Responsible for project management and coordination of a reservoir siting evaluation which concluded with a basis of design letter report. The report included comparing steel reservoirs to concrete reservoirs with a life cycle cost analysis, evaluating alternative reservoir sites and configurations, and establishment of reservoir volume and design criteria.

Terra Cotta Well Construction Management Services, Elsinore Valley Municipal Water District, Lake Elsinore, CA | Construction Manager

For the design and construction management of the 1,200 gpm aquifer and storage recovery well which included a passive park consisting of drought-tolerant landscaping and benches for local residents.

Earl Schwartz, PE

Construction Manager

PROFESSIONAL SUMMARY

Earl is a construction manager and resident engineer with more than 29 years of experience. He has delivered critical projects for many southern California cities and municipalities, approaching each with a strong strategic focus and an emphasis on team building while maintaining a clear path toward achieving project goals. He has a wide range of experience including residential and commercial development engineering, water and wastewater construction management, and City Engineer responsibility.

TOTAL YEARS OF EXPERIENCE

31

EDUCATION

BS, Engineering,
California State
University, Northridge,
1993

REGISTRATIONS

Professional Engineer -
Civil - California
(64411)

PROJECT EXPERIENCE

M2/M8 Replacement Project, City of Anaheim, Anaheim, CA | *Consultant Construction Manager*

Performed construction management/resident engineer services overseeing the closeout services for the M2 and M8 vault replacement facilities. This work entailed conducting progress meetings, performing weekly statement of working day analysis, change order management and negotiation, final pay applications, punch list development and completion management, spare parts management, operations and management documentation and as-built management, and release of stop notice management. Construction value \$400K.

PR-60 Replacement Project, City of Anaheim, Anaheim, CA | *Consultant Construction Manager*

Performed construction management/resident engineer services overseeing the closeout services for the PR-60 pressure relief facility. This work entailed conducting progress meetings, performing weekly statement of working day analysis, change order management and negotiation, final pay applications, punch list development and completion management, spare parts management, operations and management documentation and as-built management, and release of stop notice management.

Hawthorne Blvd ROW Beautification, City of Rancho Palos Verdes, Rancho Palos Verdes, CA | *Consultant Project Manager and Engineer of Record*

Consultant project manager and engineer of record providing plans and specification preparation, bid document solicitation, pre-bid services, and construction management services as the resident engineer for the Hawthorne Boulevard ROW Beautification construction project. The project consists of removal of damaged and dilapidated existing private property chain link fencing, pilasters and vegetation debris along Hawthorne Boulevard along the back-property lines. The project spans approximately 4 miles and construction value \$300K.

Direct Buried Power Project, City of Anaheim, Anaheim, CA | *Consultant Public Works Contract Administrator*

Contract administrator for this \$7.5M direct buried cable replacement project. Construction consists of installing new conduits and underground structures, cables and transformers to replace degrading direct buried electrical cables; and installation of new underground-service concrete streetlights to replace existing overhead wood poles. Responsible for submittal and RFI processing, conducting weekly progress meetings, change order management, payment applications, and overseeing and coordination of all public works inspection.

Wayfinding Signs Project, City of Anaheim, Anaheim, CA | Consultant Public Works Contract Administrator

Contract administrator for this \$400K street light pole replacement and is a CDBG funded project. This project consists of installing new conduits, secondary cables, and underground structures, and replacing eight existing street light poles with new structurally-approved street light poles that allow cell antennas and provisions for dynamic signs that guide visitors on location and parking availability in the downtown area. Responsible for submittal and RFI processing, conducting weekly progress meetings, change order management, payment applications, and overseeing and coordination of all public works inspection.

Berkshire Creek Area Improvements Project, City of Pasadena, Pasadena, CA | Consultant Construction Manager

Construction Manager for this \$1.3M storm drain, roadway, pedestrian bridge, and environmental restoration project. Submittal and RFI reviews, weekly progress meetings, change order management inclusive of merit determination and independent cost analysis and negotiation, payment applications, overseeing and coordination of all inspection and geotechnical observation and testing, SWPPP and SMARTS and NOI project application, BMP site implementation and monitoring, labor compliance management, project close-out management, and all document control in Procore tracking software.

CIP 6201-DCT Headworks Screw Pump Installation and Upgrades, City of Los Angeles Bureau of Engineering, Environmental Engineering Division, Los Angeles, CA | Consultant Lead Construction Manager

\$6.5M project, which included installation of four 96-inch and four 102-inch diameter Archimedes screw pumps and LCPs. The work also included installation of four motor starters and respective LCP's, vibrational and temperature sensors, new grease pumps and respective LCP's, instrumentation and controls, electrical, commissioning and start-up.

CIP 6197-DCT Grit Chamber Flush System, City of Los Angeles Bureau of Engineering, Environmental Engineering Division, Los Angeles, CA | Consultant Lead Construction Manager

\$1.2M project, which consisted of replacement of grit pumps and piping for Phase 1, and grit piping for Phase 2, LCP's for both grit pumps, 50 tons grit removal in the influent channel for both trains, and instrumentation and controls and electrical improvements.

Heritage Point Park and Stormwater Infiltration Project, City of Signal Hill, Signal Hill, CA | Consultant Construction Manager

Construction Manager for this \$2.2M park construction project. Construction consists of construction of a new public park and stormwater infiltration system to restore a barren brownfield area to provide much needed open space, wildlife habitat, environmental education opportunities, and enhancement of the City's trail network for outdoor recreation in an urbanized, industrial area. Submittal and RFI reviews, conducting weekly progress meetings, change order management inclusive of merit determination and independent cost analysis and negotiation, payment applications, overseeing and coordination of all inspection and subconsultant services for survey and geotechnical inspection.

Nicholas Pailma, PE, QSD/QSP

Construction Manager

PROFESSIONAL SUMMARY

Nicholas (Nick) has 17 years of experience as a civil and environmental engineer in the water/wastewater engineering field. His experience includes project design, construction management, construction inspection, construction administration, startup/commissioning services and managing and maintaining web-based document control systems for municipal and industrial water and wastewater treatment projects.

TOTAL YEARS OF EXPERIENCE

17

EDUCATION

BS, Civil Engineering,
California State
Polytechnic
University, Pomona,
2005

REGISTRATIONS

Professional Engineer -
Civil - California
(76850)

CERTIFICATIONS

10 Hour OSHA
Construction Training

Confined Space Entry

Qualified SWPPP
Practitioner (QSP)

Qualified SWPPP
Developer (QSD)

PROJECT EXPERIENCE

Construction Management for HTCWRF Design-Build Rehabilitation & Expansion, Elsinore Valley Municipal Water District, Lake Elsinore, CA | *Construction Manager*

Providing construction management services for the wastewater treatment plant rehabilitation and expansion. The HTCWRF has a 0.5 mgd capacity and will require to expand by 0.3 mgd to meet wastewater flows from four new developments. The project included new fine screens, new membrane tank, new dewatering building, new MBR building, new biofilter, new bioreactor, new chlorine contact tank, and new chemical tanks.

Venice Beach Auxiliary Pumping Plant, Los Angeles Department of Public Works, Bureau of Engineering, Venice Beach, CA | *Project Engineer*

Project Engineer for design of a new \$30 million dollar, 54-mgd auxiliary pump station in Venice Beach, CA. Assisted in the design of the pump station and provided consulting, inspection, and administration services. Attended and led various meetings, produced meeting agendas and recorded meeting minutes.

Ultraviolet (UV) Light Disinfection Replacement Construction Management, Mt. View Sanitary District, Martinez, CA | *Construction Manager*

The project includes the construction of replacement of the existing Ultraviolet Light (UV) disinfection equipment, including demolition of the existing UV disinfection equipment and installation of new UV disinfection equipment, removal of the existing bridge crane and support structure and installation of new bridge crane and support structure.

Construction Management and Inspection Services, Agua Caliente Band of Cahuilla Indians, Palm Desert, CA | *Construction Manager/Inspector*

Assisted with federally funded transportation projects through the Tribal Transportation Program (TTP) of the Federal Highway Administration (FHWA). Construction management services included providing document control, processing monthly progress payments to the contract, reviewing contractor-provided backup documentation for conformance with FAR requirements and certified payrolls. VC&A is also providing inspectors to oversee and document construction progress, recording daily activities, equipment, and labor, photo documentation, verification of materials installed, and any issues or differing site conditions. Document control includes establishing and maintaining project files in accordance with FHWA requirements, cataloging photographs, and preparing a FHWA-required contract closeout documents.

Construction Management Task Order 1 - Primary Area Improvements, Encina Wastewater Authority, Carlsbad, CA | *Construction Manager*

Provided construction management services for the complete replacement of headworks screening, grit handling, and dewatering equipment, as well as rehabilitation of existing preliminary treatment facilities, including rehab and coating of concrete infrastructure. This project included SCADA system replacement and integration with existing equipment and was completed while maintaining current plant operation without reduction to treatment capacity by close coordination and implementation of a phased startup approach. Responsibilities included quality control; construction safety oversight; conducting conferences/meetings, dispute avoidance; change orders; progress payments; maintaining as-built drawings, contract administration/compliance; preparing monthly reports; contract close-out; resolving claims; receiving, distributing, and managing submittals, and document control using web-based DCS system for logging and tracking all related construction documentation.

Oroville Spillways Emergency Recovery, On-Call Services, California Department of Water Services, Statewide, CA | *Construction Manager/Inspector*

Responsible for the day-to-day activities in providing construction management and inspection services. These activities include quality control; construction safety oversight; conducting conferences/meetings, receiving, distributing, and managing submittals, dispute avoidance; change orders; progress payments; as-built drawings, contract administration/compliance; preparing monthly reports; contract close-out; resolving claims; and document control. Oroville Spillways Emergency Recovery project, construction cost more than \$500 million.

Construction Management Services for Water Conveyance, Treatment, and Support Facilities, On-Call Services, Castaic Lake Water Agency, Santa Clarita, CA | *Construction Manager/Construction Inspector*

Assisted Castaic Lake Water Agency with their significant backlog of water infrastructure projects in need of repair and replacement. CLWA approved a 10-year Capital Improvement Program (CIP) representing approximately \$150 million in projects. The CIP included a variety of water pipeline conveyance, treatment, storage and support facilities including pump stations. Provided support in implementing the CIP that encompassed projects within its 195 square mile service area throughout Los Angeles and Ventura Counties. s

Construction Management Services for Water Conveyance, Treatment and Support Facilities, On-Call Services, Santa Clarita Valley Water Agency, Santa Clarita, CA | *Construction Manager/Inspector*

Assisted the Santa Clarita Valley Water Agency with their significant backlog of water infrastructure projects in need of repair and replacement. CLWA has approved a 10-year Capital Improvement Program (CIP) that represents approximately \$150 million in projects. This CIP includes a variety of water pipeline conveyance, treatment, storage support facilities, and pump stations. He provided support in implementing the CIP that encompasses projects within its 195 square mile service area throughout Los Angeles and Ventura Counties. The program included a variety of water services ranging from planning and design to construction and startup.

Jeffrey Palin, PE, QSD

Construction Manager

PROFESSIONAL SUMMARY

Jeffrey (Jeff) Palin is a seasoned professional with over 21 years of wide-ranging experience in the civil engineering and construction fields. His experience includes engineering design, project management, construction management, and director-level employee management. Jeff brings a client-first mentality to all projects with an emphasis on clear and concise communication between client, contractors, and impacted stakeholders. He has a proven ability to break down complex projects into manageable components. He also is exceptionally adept at problem-solving and communicating solutions to project teams, as well as having a consistent record of maintaining schedules and minimizing change orders.

TOTAL YEARS OF EXPERIENCE

21

EDUCATION

BS, Civil & Structural Engineering, British Columbia Institute of Technology, 2000

REGISTRATIONS

Professional Engineer - Civil - California (70832)

CERTIFICATIONS

Qualified SWPPP Developer, California Stormwater Quality Association (QSD)

MEMBERSHIPS / AFFILIATIONS

American Society of Civil Engineers

ACE Mentor Program (Architecture, Construction, and Engineering)

PROJECT EXPERIENCE

Construction Management & Inspection for Clearwell Bypass, City of Poway, Poway, CA / Construction Manager

Jeff was responsible for coordinating with the contractor, change orders, leading meetings, processing RFI submittals, and coordinating with city officials for the Clearwell Bypass project. The project consisted of two 1.4 MG storage tanks, a bypass pump station, a pressure control facility, and temporary and permanent bypass pipelines.

City of San Mateo Clean Water Program (as a subconsultant), CH2M HILL, San Mateo, CA / Construction Manager

As Construction Manager, Jeff was responsible for coordinating with the contractor, change orders, leading meetings, processing RFI submittals, coordinating with city officials, and working with the public. The overall project included a complete overhaul and renovation of the electrical equipment including all new MCCs, main switch, generator breaker cabinet, VFDs, and Genset with transfer switch, all new pumps, surge tank upgrade, elevator, and HVAC. Perform all loop checks, witness testing, start-up, and commissioning, including communications and daily reports for the client.

High Desert Water Bank Program Management Services, Antelope Valley-East Kern Wtr Agency, Palmdale, CA / Resident Engineer

Responsible for daily construction administration, coordination, monthly progress payment, submittal, and RFI coordination, progress meeting, shutdown/startup/ commissioning services, project closeout, and managing and maintaining web-based document control systems.

Construction Management Water Quality Control Plant Wet Weather and Digesters Improvements, City of South San Francisco, South San Francisco, CA / Construction Manager

Jeff was responsible for coordinating with the contractor, change orders, leading meetings, processing RFI submittals, coordinating with city officials, and working with the public for the \$50M San Bruno Water Quality Control Plant Wet Weather and Digester Improvement project. The overall project consisted of a new secondary clarifier with associated equipment and piping, upgrading associated secondary treatment facilities, the construction of two storm water pump stations, demolition of two of the five existing digesters (Digester Nos. 1 and 2), replacement of

the two digesters with a new Digester 1 and a high solids digestion system, modifications to Digester Control Buildings No. 1 and No. 2, modifications to Digester No. 3, demo of Digester Control Building 3, and the construction of a new digester gas conditioning system. The high solids digestion system included the first recuperative thickening system installed at a sewer treatment plant in the United States.

Alternative Intake Project, Contra Costa Water District, Concord, CA / *Construction Inspector*

Construction Inspector and Construction Administrator for this \$100 million new pump station containing five new 3,000 hp pumps and a new 96-inch jack and bore tunnel for 72-inch water main between Victoria Island and Discovery Bay. Responsible for on-site inspection services including detailed daily reporting of tunneling activities. Managed all soils monitoring, data collecting, and data processing during construction.

Dr. Joe Waidhofer Water Treatment Plant - 10 MG Reservoir Project, Stockton East Water District, Stockton, CA / *Construction Manager*

Responsible for this \$10.7 million project that included a new 10 MG filtered water reservoir; modifications to existing 66- and 72-inch concrete-lined welded steel piping; new 66-inch piping; a chemical feed vault; and electrical and control system modifications required to provide power, monitoring, and lighting for the new reservoir. Responsible for day-to-day project management including budget tracking, schedule tracking, sub-consultant management, daily reports, monthly progress reports. Managed and reviewed method and material submittals, RFIs, change orders, invoicing, and labor law adherence. Saved the District the expense of re-treating 8 MG of water by proposing that the reservoir's leak test be run concurrently with water quality testing. Prevented potential delays due to wet weather by proposing a weather-proofing method for the native material that prevented mud and allowed the construction site to be kept dry through the winter.

Treated Water Reservoir Rehabilitation Projects, Contra Costa Water District, Concord, CA / *Construction Manager*

Project Manager for multiple treated water reservoir rehabilitation projects at seven different reservoir sites with three separate general contractors. The project included above ground welded steel reservoir construction; tank linings; cathodic protection systems; structural repairs to existing reservoir roofs; chlorine injection systems; electrical control panels; on-site power generation systems; new pipe and valve schemes; and on-site civil projects such as retaining walls, storm drain systems including culvert replacements, and access road construction. Responsible for day-to-day project management including budget tracking; schedule tracking; contractor management; daily reports; monthly progress reports; and managing all method and material submittals, RFIs, change orders, invoicing, and labor law adherence.

Clean Water Program Dale Avenue Pump Station, City of San Mateo, San Mateo, CA / *Construction Manager*

As Construction Manager, Jeff was responsible for coordinating with the contractor, change orders, leading meetings, processing RFI submittals, coordinating with city officials, and working with the public for the Dale Avenue project. The overall project included a complete overhaul and renovation of the electrical equipment including all new MCCs, main switch, generator breaker cabinet, VFDs, and Genset with transfer switch, all new pumps, surge tank upgrade, elevator, and HVAC. Perform all loop checks, witness testing, start-up, and commissioning, including communications and daily reports for the client.

Dylan Hopkins

Construction Manager

PROFESSIONAL SUMMARY

Dylan has experience working on various water and wastewater projects, including pumping facilities, clarifiers, and pipelines. His experience as a structures engineer involves work planning, RFI's, submittal's, formwork design, cost, and quantity tracking.

TOTAL YEARS OF EXPERIENCE

5

EDUCATION

BS, Civil Engineering,
California State
Polytechnic
University- Pomona,
2018

PROJECT EXPERIENCE

OCWD-WO#2 - Orange Wells PFAS 20,21,21 & 18, Orange County Water District, Fountain Valley, CA | Construction Inspector

The project includes site grading; modifications to existing wellhead piping, new well pumps and motors, new cartridge filters, new IX vessels for PFAS treatment, new chemical injection and piping, new chemical buildings, new chemical storage tank, and relocation of electrical transformers and paneling together with associated site work, fencing, water and drainage systems piping, electrical work, instrumentation, painting, and demolition at Well Sites 20, 21, and 22. The construction cost is \$10 million.

NCWRP Expansion and NCPWF Influent PS & Pipeline, San Diego, CA | Field Engineer/Superintendent

Responsible for structures planning, execution, quality, and safety for installation of Secondary Clarifiers, Influent Distribution Structure, Electrical Building, and retrofitting existing Rectangular Clarifiers into Second Stage Bioreactor Basins. Review/understand the plans/specs better than the client, keep track of the daily cost, self-perform all quality control, coordinate with other disciplines, design formwork, submit RFI's/Submittals, and ensure the crew's safety in planning and execution of the work. The scope includes expanding and reconfiguring the existing Aeration Basins and Secondary Clarifiers to First and Second Stage Bioreactor Basins, installing four new Secondary Clarifiers, Tertiary Filter, Pure Water Facility Influent Pump Station and Pipeline, equipment replacement, site work, yard piping, electrical and instrumentation.

Southern California District, Kiewit Infrastructure West Co, Santa Fe Springs, CA | Estimator

Responsible for reviewing and understanding the contract, plans, and specifications; ensuring accurate take-offs; reviewing past costs; developing direct and indirect costs; identifying equipment needs; preparing the project schedule; attending site visits; preparing accurate and detailed pre-bid schedules; analyzing subcontract and material quotes; evaluating risk.

United States Army Corps of Engineers Albuquerque District, Tucson, Douglas, AZ | Fence Engineer/Superintendent

Responsible for the fence foundation and panel installation including all the logistics, coordination with other disciplines, and crane hoist plans. Supervised a small night shift crew for 6 months pouring fence foundations. Managed the electrical subcontractors including the installation of CCTV, LGDS, and FO splicing and coordinating the interface of the systems. The

project included the design and construction of approximately 63 miles of fence replacement and a new pedestrian fence in Arizona.

Southern California District, Kiewit Infrastructure West Co, Santa Fe Springs, CA | Estimator

Responsibilities included review and understanding of contract documents, quantity take-off, pricing, and the solicitation/coordination of material suppliers and subcontractors.



Jeff Becker

Project Scheduler

Email: jeff@clearcontrolsservices.com

Phone #: (858) 232-6040

PROFESSIONAL SUMMARY

Jeff Becker has 25 years of experience in Project Controls, both in construction project management and at the program level. Experience includes resource, budget development and management, cost estimating, construction schedule analysis, Critical Path Method (CPM) schedule development and maintenance with Primavera P6 and Microsoft Project, executive and management level reporting, and risk and contingency management. He provides a focus to efficiently understand the scope, schedule, resource, and budget to work to mitigate any potential slip in the schedule or budget.



TOTAL YEARS OF EXPERIENCE

25 Years

EDUCATION/ CERTIFICATIONS

BEng, Civil/Environmental Engineering, Cal Poly San Luis Obispo, CA

PROFESSIONAL REGISTRATIONS/ MEMBERSHIPS

American Society of Civil Engineers (ASCE), San Diego Member
Construction Management Association of America (CMAA), Member

TEAM MEMBER WORKING RELATIONSHIPS

Jeff Palin
Ron Esmilla

WORKING EXPERIENCE (EMPLOYMENT HISTORY)

- Clear Controls Services LLC: 2018–Present (Construction Scheduler)
- HDR: 2011–2018 (Project Control Manager)
- San Diego County Water Authority: 2001–2011 (Project Scheduler)
- Tetra Tech EC: 1999–2001 (Project Controls Engineer)
- IT Group (Shaw): 1997–1999 (Project Scheduler)

PROJECT EXPERIENCE

San Diego United School District, San Diego, CA | *Lead Cost/Schedule Engineer*

Analyzes contractor schedules (Baselines, Monthly Updates, Time Extension requests) for the \$5 billion capital improvement program. Supports project team during design by developing construction duration and sequencing. Leads effort to analyze and negotiate time-related Change Orders. Provides recommendations regarding schedule related delay mitigation and avoidance. Assists in training Construction Management department staff. Provides Resource loaded schedule for Management to analyze workload needs.

High Desert Water Bank, East Kern Water Agency (AVEK), Palmdale, CA | *Program Scheduler*

Provided baseline schedule for the design and construction of the High Desert Water Project for analysis by the project team. Provided timely updates and reports. Clearly demonstrated the critical path and milestones for analysis by the project team.

Independent Review of Financial Analysis for the Regional Conveyance System, San Diego County Water Authority, San Diego, CA | *Independent Reviewer*

Reviewed the existing project schedules for the three proposed alignments. Reviewed the activity durations, Schedule Logic, delivery methods, resource, and construction packaging. Provided input on the next phase of schedules for the conveyance projects

N0504 Hauck Mesa Storage Reservoir Estimate and Constructability Review, San Diego County Water Authority, San Diego, CA

Reviewed the existing design specs and built cost loaded schedule as estimate was compiled. Provided resource cost loaded schedule using Primavera P6 Scheduling software. Used P6 to provide a cashflow report for reference.

**Wastewater Treatment Plant Rehabilitation Project, City of Rosamond, Rosamond, CA**

Reviewed the baseline and subsequent updates for compliance with the plans and specifications. Provided review comments to Construction Manager.

Primary Area Improvement Project, Encina Waste Water Authority, Carlsbad, CA

Reviewed the baseline and subsequent updates for compliance with the plans and specifications. Provided review comments to Construction Manager.

El Centro Court House, El Centro, CA

Provided construction management services by building baseline schedule in P6. Created Baseline documentation including graphics and narrative. Created Time Impact Analysis in collaboration with team members. Trained internal team member to provide monthly update including update narrative, PDF reports and P6.xer file to meet compliance with the project specifications. Provided guidance to project team to take over scheduling responsibility

Water Recycle Facility & Wastewater Collection System, County of San Luis Obispo, Los Osos, CA

Provided construction management services by reviewing contractor schedules for compliance and providing recommendations to project team. Maintained parallel schedule based on field observations and look-ahead schedules for comparison with contractor's schedule. Reviewed time extensions, schedule impacts, and delay mitigation alternatives. Managed integration of the schedule and the GIS system, and updated the progress and forecast of the construction schedule for public review on the project webpage. Downloaded and uploaded databases and reports through the Web-based collaboration system, EADOCS.

Mid-Coast Corridor Transit, SANDAG, San Diego, CA

Provided schedule updates from the LOSSAN Elvira to Morena Double Track project. Worked with project engineers and managers to set up coordinated updates for the construction program to ensure effective use of space and resources. Using MS Project and Primavera schedules, provided various updates for program coordination meetings. Effectively coordinated with staff to ensure meeting of major milestones. Transferred project engineer MS Project schedules to Primavera P6 format, for use in overall program schedule.

Redlands Passenger Rail Project Final Design and Design Services During Construction, SANBAG, San Bernardino, CA

Created baseline schedule in collaboration with project team. Provided schedule updates for \$25 million project, working with project leads. Provided detailed earned value reporting to help track updates against baseline. Coordinated \$2.5 million change order with PM and task leads. Created task specific reporting for variance tracking. Used project schedule to keep client informed of deliverable dates and updated the program management team with monthly P6 files.

Wastewater System Consent Decree Program, SAWS, San Antonio, TX

Created CIP program schedule in collaboration with project team. Provided guidance in setting up milestone tracking system for EPA consent decree. Created task specific reporting for tracking. Used reporting to keep client informed of deliverable dates.

Wastewater System Consent Decree Program, City and County of Honolulu, Honolulu, HI

Created CIP program schedule in collaboration with project team. Provided guidance in setting up milestone gate tracking system for EPA consent decree. Tracking over 300 separate milestones identifies in the consent decree. Created task specific reporting for variance tracking. Used project schedule reporting to keep client informed of deliverable dates.

**CONTACT**

(415) 656-3264
mwhite@mckinc.net

EDUCATION

University of California, Davis
BS: Civil Engineering, 1998

CERTIFICATIONS

Engineer in Training (EIT), 1997
Project Management Professional
(PMP), 2005

SKILLS

Primavera (P3 & P6), SureTrak,
Microsoft Project, ProCore,
Expedition, Prolog, CMIS,
Microsoft Office, SAP

COMMUNITY/AFFILIATIONS

Project Management Institute
Order of the Engineer
American Society of Civil
Engineers
Construction Institute

Scheduling/P6 Professor at
University of California Davis

REFERENCES

Rick Thall
Ph: 650-821-7878
E: rick.thall@flysfo.com

Robert Fill
Ph: 916-912-4796
E: rfill@geiconsultants.com

Steven Kyauk
Ph: 415-566-0800
E: skyauk@pghwong.com

MATTHEW WHITE EIT, PMP

Project Scheduler

**SUMMARY**

Matt White has over 20 years of experience providing project controls, schedule management, dispute resolution and claims support to contractors, owners, architects, engineers, and surety companies on over 100 domestic and international projects including a wide array of litigation involving mediation and arbitration. Matt has performed and led teams tasked with scheduling and claims evaluation including delay analysis for projects associated with the construction of airports, highways, schools, correctional facilities, water treatment facilities, power plants, environmentally sensitive projects, fiber networks, oil refineries, and medical facilities domestically, and all over the world.

PROJECT EXPERIENCE**Sunol Valley Water Treatment Plant, San Francisco Public Utilities Commission, San Francisco, CA**

Provided scheduling services for this \$100M project to construct a 40 million gallon per day sedimentation and flocculation basin, modify an existing flow distribution structure, upgrade existing filters and construct a new 17.5-million-gallon treated water reservoir. Responsible for baseline and monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into a program wide P6 database.

San Antonio Pump Station, San Francisco Public Utilities Commission, San Francisco, CA

Provided scheduling services for this \$10M project that upgraded the existing San Antonio Pump Station. Responsible for monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into the program wide P6 database.

Happy Valley and Sunnyside Pumping Plant and Pipeline, East Bay Municipal Water District, Orinda, CA

Senior Scheduler for the construction of a new \$17.3M, 4.0 MGD Happy Valley Pumping Plant facility with related piping, furnishing and installing three 125 HP vertical turbine pumps and motors, construction of portable pump connections, grading and paving the site, installation of landscaping, irrigation system, and security fencing, providing approved as-built drawings and operation and maintenance manuals, construction of site improvements, and performing related work. Construction of 2,975 feet of 16-inch ML&PCS pipe, 440 feet of 12-inch ML&PCS pipe, 25 feet of 8-inch HDPE pipe. Additional construction of a 1.5 MGD Sunnyside Pumping Plant with related piping, three 40 HP vertical turbine pumps and motors, grading and paving the site. Site work included construction of a retaining wall with soldier piles and extending a sloped area for the foundation of the pumping plant. Rick provided documentation control including processing RFIs, submittals, potential change orders, coordination of progress meetings, special field meetings, and monthly progress payments.

Upper Main Ditch Piping Project, El Dorado Irrigation District, Pollock Pines, CA

Provided scheduling services for this \$11M, El Dorado Irrigation District for the Main Ditch Piping Project. The projects scope included installing approximately 12,700 linear feet of 42" pipe and appurtenances as well as connecting to the existing reservoir outlet and inlet for the reservoir water treatment plant.

Antonio Backup Pipeline, San Francisco Public Utilities Commission, San Francisco, CA

Provided scheduling services for this \$35M project that included a chemical facility, discharge structure, cutoff wall, dewatering pumping system, and installation of 6,600 feet

of 66-inch diameter welded steel pipe. Responsible for baseline and monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into a program wide P6 database.

Mountain View/Moffett Area Recycled Water Pipeline, Santa Clara Valley Water District, Palo Alto, CA

Served as Senior Scheduler for this project that involved the construction of a setback levee within City of Palo Alto Golf Course and Baylands Athletic Center and removing the existing levee on the south side of the creek.

Alameda Siphon No. 4, San Francisco Public Utilities Commission, San Francisco, CA

Provided scheduling services for this \$40M project that included a 66-inch diameter steel pipeline, 96-inch diameter blending structure and install new isolation/throttling valves on Alameda Siphons 1,2, 3 and 4 as well as construction of ventilation improvements at Alameda East Portal and chemical injection facilities on Siphon 4. Responsible for monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into a program wide P6 database.

Wet Weather Program, South San Francisco Public Works, San Francisco, CA

Provided scheduling services for this project that upgrades the San Mateo Pump Station, as well as new construction of the Shaw Road Pump Station, the 36-inch Lowrie Force Main, the 42 inch Shaw Road Force Main, an Effluent Storage Pond and Pump Station, a Vactor Unloading Station, Influent Pumps, and Gravity Sewer Mains. Analyzed delays to the project using Primavera (P3) schedules and other project documentation.

Wastewater Treatment and Sewer System, Washington Group Aswan Cities

Provided support to a Contractor upgrading water and wastewater services to a region of Egypt. Analyzed schedule impacts to Force Mains, Gravity Sewers, Stabilization Ponds, and Wastewater Treatment Facilities using Primavera (P3) software. Participated in an International Arbitration that required the preparation of a Scott Schedule and numerous meetings between opposing expert witnesses.

Water Supply Expansion Project, East Bay Municipal Utility District

Provided support to an Owner constructing a new water transmission pipeline. Analyzed delays to the project and reviewed project documentation.

Harry Tracy Water Treatment Plant, San Francisco Utilities Commission, San Francisco, CA

Provided scheduling services for this \$200M project that included a new 11 MG treated water tank reservoir, 5 new filters, 2 new washwater tanks, convert washwater clarifiers to equalization basins, and installation of new high-rate clarifiers all constructed while the plant was operational. Responsible for monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into the program wide P6 database.

Tehachapi East Afterbay, California Department of Water Resources, CA

Provided support to an Owner constructing a new turnout structure, bypass conduit, stilling basin, control building, and transition structure. Analyzed contractor alleged delays.

Upper Alameda Creek Diversion Dam, San Francisco Public Utilities Commission, San Francisco, CA

Provided scheduling services for this Upper Alameda Creek Diversion Dam project that is structurally sound, but the sluicing gates had limited operational ability, and significant sedimentation had accumulated upstream. The structure was modified under the CDRP, and includes a new fish passage ladder and screened intake into the diversion tunnel that leads to Calaveras Reservoir. Provided scheduling services for the project.

Levee Improvements Project, Foster City, CA

Provided scheduling services for the \$60M, City of Foster City Levee Improvements Project. Project construction began in 2020 and will raise the levee two feet higher than mandated by FEMA as well as redevelop the widening of the Levee Bay Trail and include construction of two bridges to increase tidal circulation.

Forebay Dam Modification, El Dorado Irrigation District, Pollock Pines, CA

Provided scheduling and claims services to the \$20M, El Dorado Irrigation District for the Forebay Dam Modification Project. The projects primary improvements were to construct an earthen stability buttress on the downstream face that both strengthened the dam and increased its water storage capacity.

Janet L. Hoffman, PE, CEP

Project Estimator

PROFESSIONAL SUMMARY

Janet Hoffman is a mechanical engineer and Certified Estimating Professional (CEP) with experience in the design and construction of public, industrial, and institutional facilities. She regularly provides detailed construction cost estimates at the planning level, conceptual, preliminary, interim, and final design levels design for municipal and industrial wastewater, stormwater, and railroad fueling projects. She can provide a clear Basis of Estimate reports and assessments and include the appropriate level of detail for allowances and contingency factors at differing design levels.

Janet also has extensive experience in the construction industry, leading mechanical work on various building, process, and industrial projects. Her construction experience includes preparing bids, scheduling, budgeting, and cost forecasting, piping layouts, coordinating subcontractors, preparing submittals and O&M manuals, negotiating change orders and disputes, and starting up and commissioning systems using both the traditional design-bid-build and GC/CM contracting methods. It has the unique perspective of having experience working both on the contractor's side and as the engineer.

TOTAL YEARS OF EXPERIENCE

27

EDUCATION

BS, Mechanical Engineering,
University of Southern California, 1994

REGISTRATIONS

Professional Engineer - Mechanical - Washington (36133)

CERTIFICATIONS

AACE International / Certified Estimating Professional (CEP), AACE International (257340)

MEMBERSHIPS / AFFILIATIONS

Association for the Advancement of Cost Engineering International

PROJECT EXPERIENCE

Kipling Triangle Utilities Feasibility Study, City of (BoS), Los Angeles, CA / Cost Engineer/Estimator

Prepared cost estimates for alternative analysis for utility relocation for a development project.

Construction Management for Hilo WWTP Outfall Repair, County of Hawaii, Department of Environmental Management, Hilo, HI / Cost Engineer/Estimator

Cost Estimating support for construction management and inspection services for a 48-inch RCP WWTP outfall repair project.

Construction Management for Hilo WWTP Outfall Repair, County of Hawaii, Department of Environmental Management, Hilo, HI / Cost Engineer/Estimator

Cost Estimating support for construction management and inspection services for a 48-inch RCP WWTP outfall repair project.

Wastewater Treatment Plant Rehabilitation Design and Construction Management, Carmel Area Wastewater District, Carmel, CA / Cost Estimator

Prepared construction cost estimates for this pre-design, energy management planning, and final design project to rehabilitate the client's wastewater treatment plant. Kennedy/Jenks conducted an alternatives analysis for a thickener replacement, aeration blower energy improvements, and stormwater pumping improvements. The team reviewed energy use at the plant to determine what (if any) energy improvements should be implemented. Final design and cost estimates were prepared for improvements over 11 separate wastewater treatment plant processes.

Raw Water Pipeline, California Water Service Company, Bakersfield, CA / Cost Engineer/Estimator

Cost Estimator for the design and construction management services for a 42-inch diameter by 5.5 mile long raw water pipeline to serve a proposed 40 mgd water treatment plant.

Construction Management for West Point Treatment Plant Primary Sedimentation Area Roof Structure (WPTP PSA Roof Structure), King County, Department of Natural Resources, Seattle, WA / *Cost Engineer/Estimator*

This \$22 million project involves the modification of two primary basins to meet seismic retrofit objectives. Multiple tasks and phases combined with limited in-tank work during dry season require KJ to facilitate and coordinate the activities in a quick-turn-around and effective manner. KJ staff are providing CM services to include constructability reviews, independent cost estimates, coordinating and organizing numerous concurrent tasks and overlapping projects, sequencing, changes to ensure 24/7 operations are not interrupted, bid schedule revisions, milestones' recommendations, incentives for the contractor to perform work during the dry season to disallow schedule overrun, logistics, and staging in a tightly spaced facility. Provided third-party review of cost estimates and construction documents prepared by the design engineer.

Kealakehe Wastewater Treatment Plant Modifications Aeration Upgrade and Sludge Removal, County of Hawaii, Department of Environmental Management, Kona, HI / *Cost Engineer/Estimator*

Cost Estimating support for professional construction management services for aeration upgrade and sludge removal. Project included endangered and MBTA-protected bird species; demolition of existing aeration blowers, piping, diffusers, and electrical equipment; installation of new aeration blowers, piping, diffusers, and electrical equipment; grading and paving; dredging and dewatering wastewater sludge from three lagoons; upgrade of instrumentation system and controls; and miscellaneous other site improvements.

Cabrillo Reservoir Replacement, City of Beverly Hills, Beverly Hills, CA / *Cost Engineer/Estimator*

KJ is providing design and engineering support during construction for the Cabrillo Reservoir Replacement Project. The project consists of two prestressed concrete reservoirs (each 2.15 MG for a total emergency storage capacity of 4.3 MG); 1,650 gpm pump station; Long-term site dewatering wells, drainage vault with pump, and connections to City storm drain; and a Reservoir Management System (RMS) to maintain the optimal chloramination residual, consisting of reservoir mixers, on-line analyzers, and disinfection chemicals.

As-Needed Lee Lake Wells, Elsinore Valley Municipal Water District, Lake Elsinore, CA / *Cost Estimator*

Prepare cost estimate for new well facility, including sitework, new chemical feed and electrical building, rollapart pre-engineered cover and connection to distribution pipeline.

La Vista Tank and Booster Pump Station Design, Carmichael Water District, Carmichael, CA / *Cost Engineer/Estimator*

Prepared engineers estimates of probable cost for replacement of 3 MG welded steel storage tank, vertical turbine booster pump station in a new CMU building, and well rehabilitation project and preliminary, interim, and final design.

William Jones, PE

Project Estimator

PROFESSIONAL SUMMARY

William (Will) Jones is a senior cost estimator with 20 years of experience working as an estimator, programmer, planner, and project manager for the United States Air Force. He has experience with federal, state, and local codes and regulations, standard contracting regulations, practices, and procedures, and negotiating techniques. He is able to apply civil, electrical, mechanical, and structural engineering concepts, principles, practices, and familiarity with architecture as they apply to various structures, facilities, pavement, and utility system maintenance, repair, and alteration of construction projects alike.

TOTAL YEARS OF EXPERIENCE
20

EDUCATION
AA, Tidewater Community College, 1986

REGISTRATIONS
Professional Engineer - Civil - California (86080)

CERTIFICATIONS
Secret Clearance (updated 2020)

Government IWIMS System/Next-Gen/Tririga /ACES-PM/Microsoft

Ineight Estimating Software

R.S. Means Estimating Software

Builder System Software/SMS /Procore, Bluebeam

Management General Awareness Level 1, 2, 3, and TF Training

MEMBERSHIPS / AFFILIATIONS

PROJECT EXPERIENCE

Delta Solutions Department of the Air Force, Schriever Air Force Base, Colorado Springs, CO
Senior Estimator

Application of engineering and construction standards, methods, practices, and techniques, terminology, symbols, drawing standards, materials, limitations, systems, and equipment as they apply to structures, pavement, and utilization systems. Developed quantifiable, verifiable, and auditable Basis of Estimates (BOE) that is fully compliant with RFP requirements. Performed detailed analysis of the PWS and SOW and formulated a comprehensive Work Breakdown Structure (WBS) to capture all tasks and activities, both specified and implied. Researched and determined required labor and ODCs including staffing mix and quantities, labor categories/nationalities, training, certifications; vehicles, equipment, materials, and all other criteria.

Seymour Air Force Base, Goldsboro, NC | *Senior Cost Estimator / Programmer*

Estimated Planned SABER/MILCON Jobs for the government from beginning to Final, pricing jobs, scheduling contractors, point of contact with the Government Contracting office, also Program Managed each job. Also responsible for managing the material for each job and the sub-contractors who are performing the work. Point of contact with the government contracting. Developed quantifiable, verifiable and auditable Basis of Estimates (BOE) that is fully compliant with RFP requirements. Perform detailed analysis of the PWS and SOW and formulate a comprehensive

USAFA/CE / CH2MHILL, USAFA, Colorado Springs, CO | *Planner / Estimator / Project Manager*

Provided work leadership and development opportunities for staff. Strategized workload, equipment, and material needs to determine the most efficient methods of meeting the customer's requirements. Performed detailed analysis of the PWS and SOW and formulated a comprehensive Work Breakdown Structure (WBS) to capture all tasks and activities, both specified and implied. Researched and determined required labor and ODCs including staffing mix and quantities, labor categories/ nationalities, training, certifications, vehicles, equipment, materials, and all other criteria. As part of USAFA Civil Engineering, worked as an Electrical Estimator/Planner/Project Manager for multiple Jobs on base with the DOE like the solar array, roof-installed solar matting, and solar street lighting, and worked very closely with The Energy Manager.

American Society of Civil
Engineers

**Peterson AFB Building 2 Colorado Springs / Aleut Management, Colorado Springs, CO /
*Electrical Estimator / Electrician/Quality Control***

Estimated Planned worked as an electrician at building 2 Peterson AFB for the government from beginning to final, pricing jobs, scheduling contractors, point of contact with the Government Contracting office, Program Managed each job, was also responsible for managing the material for each job and the sub-contractors who are performing the work. Point of Contact with the Government Contracting.

J&J Maintenance, Inc., USAFA, Colorado Springs, CO | *Estimator / Planner / Program Manager*

Estimated Planned Top Ten Jobs for the government from beginning to final, pricing jobs, scheduling contractors, point of contact with the Government Contracting office, and Program Managed each job and was also responsible for managing the material for each job and the sub-contractors who are performing the work. Point of contact with the government contracting.

Kieran Christie, PMP, CCP

Project Estimator

PROFESSIONAL SUMMARY

Kieran Christie has 15 years of experience and assists with cost estimating, schedule, and risk analysis work for various Stantec offices. She is responsible for building and maintaining Class V through Class II OPCC estimates using the Chief Estimator, Timberline, and Mii. software and for developing project implementation schedules using Primavera and Microsoft Project. Ms. Christie is also responsible for analyzing project risks using Microsoft Crystal Ball.

TOTAL YEARS OF EXPERIENCE

15

EDUCATION

BS, Civil Engineering,
University of Kansas,
2008

CERTIFICATIONS

Project Management
Professional (PMP)
#1873714

Certified Cost Professional
(CCP) #05048

PROJECT EXPERIENCE

Folsom Dam Auxiliary Control Structure - Hydraulic Cylinder Replacement Project, USACE, Folsom, CA | *Cost Estimator*

Created a Class III OPCC for replacement of the hydraulic cylinders within the auxiliary control structure including all associated mechanical and electrical work.

Long Lake Dam Modernization Project, Avista, WA | *Lead Cost Estimator*

Lead a Class IV OPCC for the modernization of the Long Lake Dam. Created and maintained a detailed schedule for the engineering design in conjunction with procurement and construction work for the project.

S-332B&C Replacement Project, USACE, FL | *Lead Cost Estimator*

Lead a Class III OPCCs at both the 30% and 60% design level for the S-332B&C Replacement Project with scope which included two new pump stations, embankment/levees, all associated earthwork, hydraulic structures, and all supporting construction (dewatering, cofferdams, etc).

Encina Comprehensive Asset Management Plan (E-CAMP) Update, Encina Wastewater Authority, Carlsbad, CA | *Cost Estimator*

Updated the Encina Comprehensive Asset Management Plan (E-CAMP) which is used in planning capital rehabilitation projects with the consideration for anticipated changes in regulatory compliance, cost-saving opportunities, upgrades needed, and ongoing operations and maintenance requirements for the Encina Water Pollution Control Facility. The E-CAMP process consists of conducting condition assessments and facility needs assessments, developing and maintaining project lists including cost estimates, and prioritizing and scheduling capital project improvements which enables the Encina Wastewater Authority to forecast and schedule the replacement, modifications, and/or rehabilitation of major assets.

Sterling C. Robertson Dam Spillway Gate Rehabilitation Project, Brazos River Authority, Granbury, TX | *Cost Estimator*

Performed an initial site tour and created a Class V, Class III, and Class II OPCCs for the tainter gates replacement, as well as a launch and laydown area study to assess the site for proper access, laydown, and launching of barges, tugboats, and cranes.

Allatoona & Buford Rockfall Protection Projects, USACE, AL / Cost Estimator

Created two Class III OPCCs for rockfall protection at the Allatoona & Buford Dams in Alabama. The cost estimates included pricing and scheduling for demolition of current rockfall protection components, vegetation removal, drilling rockfall protection anchors, and installing rockfall protection netting.

East Bank Chemical Lab Building & Water Treatment Plant Improvements Project, Jefferson Parish Dept. of Water, New Orleans, LA / Cost Estimator

Created a Class IV and Class III OPCC for major upgrades to an existing 87 MGD water treatment plant in New Orleans. The cost estimate included pricing and scheduling for site preparation, demolition, earthwork, yard piping (20"- 54"), process equipment and structures for; flash mix, precipitators, wastewater equalization basin, and a clearwell, as well as an operations facility, pump station, chemical feed facility, and onsite chemical lab building.

Rocky River & Multibank Stabilization Projects, Northeast Ohio Regional Sewer District, Cleveland, OH / Cost Estimator

Created four Class II OPCCs for streambank stabilizations in the greater Cleveland area. The cost estimates included pricing and scheduling for site preparation, demolition, earthwork, and site-unique features such as live branch layering, and toe wood creation.

Noxon Dam Spillway Upgrade Gate Replacement Analysis, Avista, Sanders County, MT / Cost Estimator

Created three Class V OPCCs for gate replacement alternatives for each of the following: Repair/Refurbish Existing Gates, Replace Existing Gates with Tainter Gates, and Replacing Existing Gates with Vertical Lift Gates. The marine work cost estimates included pricing for barges, demolition of current structures, in-place gate installation, pre-assembly of gates, and all mechanical and structural work relative to these activities.

Valley South and Ivyglen Subtransmission Projects, Edison Southern California, Los Angeles CA / Cost Estimator

Created a Class III OPCC for an 11- and 23-mile subtransmission line in southern California. The cost estimate included pricing for scheduling, site preparation, staging yards, all underground duct banks and vaults, structure foundations, wood and steel transmission structures, line hanging and pulling, associated real estate costs, environmental costs, and restoration costs.

Crow Dam Outlet Works Rehabilitation Project, Confederated Salish and Kootenai Tribes, MT / Cost Estimator

Created a Class 3 and Class 4 OPCC and schedule for the Crow Dam Outlet Works Rehabilitation Project, which included pricing and scheduling for diversion pumping of reservoir inflows during construction, temporary construction access ramp along upstream slope to intake structure, earthen cofferdam around intake structure, demolition of existing concrete inlet structure, upstream inlet structure, trash rack, and intake gates for the outlet and bypass lines, removal of the upper and lower cylinder gates and controls within the existing gate house tower, installation of steel liner in the downstream outlet tunnel, low flow bypass lines and two different liner diameters to accommodate the by-pass lines.



Contact Information

Ed Yang, PE, Assoc. DBIA
Principal-In-Charge
(626) 945-8027

Pasadena Office
300 N. Lake Avenue, Suite 1020
Pasadena CA 91101

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

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

PROJECT LABOR AGREEMENT

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

INTRODUCTION AND FINDINGS

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

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other craft labor organization which is signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractors would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS: The Parties to this Agreement acknowledge that the construction of the Project is important to the development of the County of Los Angeles, its residents, and the region as a whole; and

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

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

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

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

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

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

ARTICLE I: PURPOSE

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

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

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

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

ARTICLE II: DEFINITIONS

2.1 "Agreement" means this Project Labor Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17 "Union(s)" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions and any other craft labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

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

ARTICLE III: SCOPE OF AGREEMENT

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

construction on the Project, the District and the Unions.

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

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

3.3 Master Labor Agreements:

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

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

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

3.4 Exclusions:

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

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

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

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

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

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

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

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

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

(f) Laboratory for specialty testing or inspections.

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

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

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

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

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

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

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

ARTICLE IV: EFFECT OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Wayne Estes

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

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

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

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

5.5.5 The Arbitrator, with the assistance of the Project Labor Coordinator if necessary, shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Contractors and Unions alleged to be involved; however, notice to the Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. The hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend a hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

5.5.6 The sole issue at the hearing shall be whether or not a violation of Section 5.1 or 5.2 has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance. If the arbitrator determines that a work stoppage has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved

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

5.5.7 Such decision shall be final and binding on the parties to the dispute and may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 5.5.6, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or delivered by registered mail.

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

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

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

ARTICLE VI: NO DISCRIMINATION

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

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

ARTICLE VII: UNION SECURITY

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

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

ARTICLE VIII: REFERRAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX: WAGES AND BENEFITS

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

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

9.3 Benefits.

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

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

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

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

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

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

ARTICLE X: COMPLIANCE

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

ARTICLE XI: LABOR MANAGEMENT COOPERATION

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

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

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

ARTICLE XII: GRIEVANCE ARBITRATION PROCEDURE

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

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

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

the grieving Union.

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

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

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

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

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

ARTICLE XIII: JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE

13.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.

13.2 All Jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present

Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions.

13.3 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

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

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

ARTICLE XIV: MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE XV: APPRENTICES

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

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

15.2 Use of Apprentices

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

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

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

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

ARTICLE XVI: SAFETY, PROTECTION OF PERSON AND PROPERTY

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

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

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

ARTICLE XVII: SAVINGS CLAUSE

17.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

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

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is

invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor, the Unions will no longer be bound by the provisions of Article V to the extent that such Contractor is no longer bound. The Unions and their members shall remain bound to Article V with respect to all other Contractors who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractors.

ARTICLE XVIII: UNION ACCESS AND STEWARDS

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

18.2 Stewards.

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

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

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

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

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

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

ARTICLE XIX: TERM

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

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

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

COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

Dated: JUN 14 2017

Dated: 6-5-17

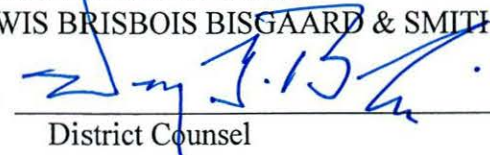
By: 
Chairperson

By: 
Ron Miller
Executive Secretary

ATTEST

By: 
Secretary

APPROVED AS TO FORM
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
District Counsel

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

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

District Council of Laborers

Electricians (Local 11)

Elevator Constructors (Local 18)

Gunit 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

Jack Alvarado

Man A

Ed

M. J.

Matthew

Ronald

Carl

Dan

Mark

David

Rich

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. [unclear]
Albert W. Hernandez
Tom Green
JR

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

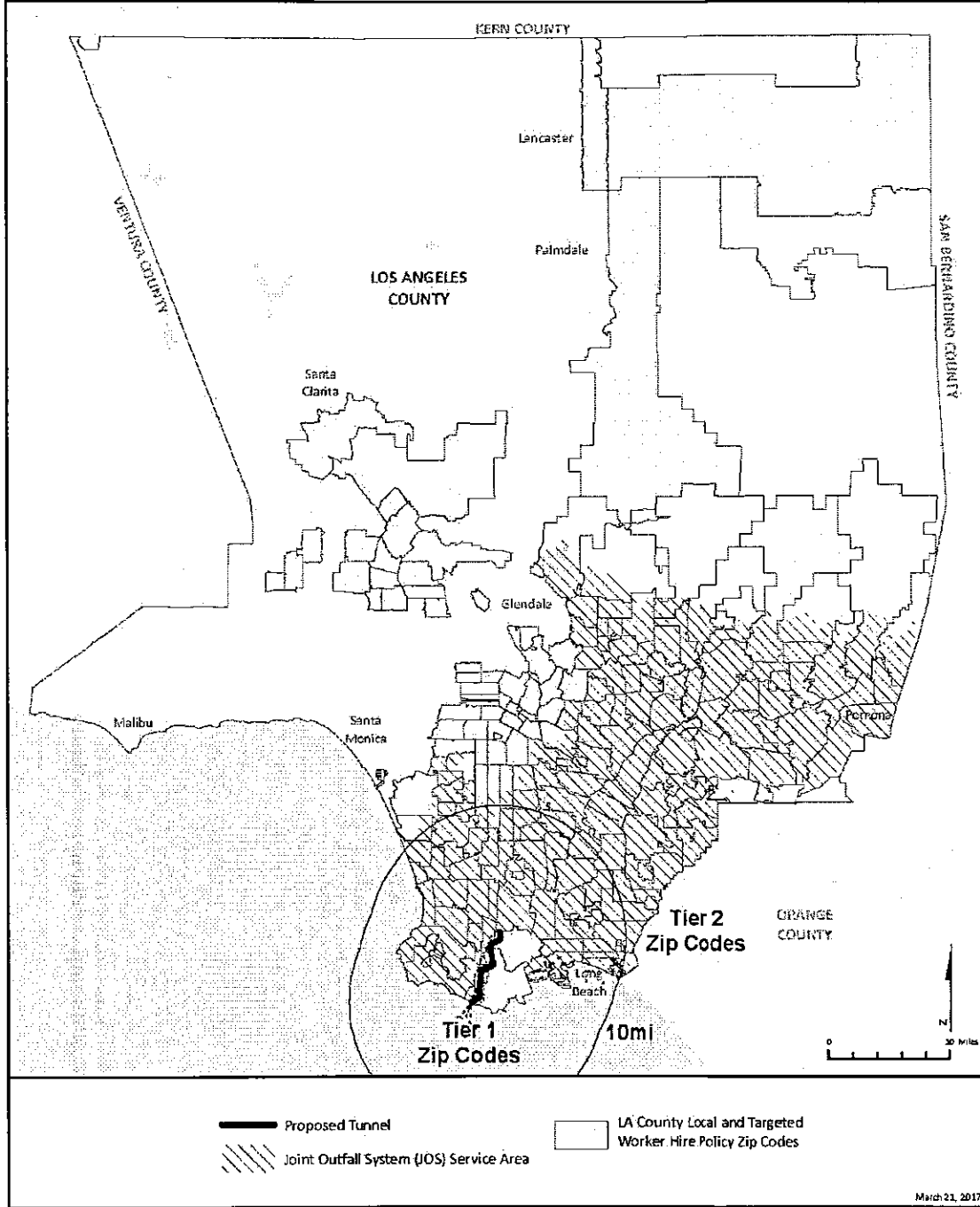
Tier 1 Zip Codes

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

September 15, 2023

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

Subject: Proposal to Provide Professional Construction Management Services

Dear Mr. Vakharia:

Kennedy/Jenks Consultants, Inc. (KJ) is pleased to submit our Cost Proposal to support the Los Angeles County Sanitation Districts (Districts) in performing On-Call Construction Management Services for the Districts' projects.

Enclosed you will find our hourly rates for all proposed project staff. Rates for each classification shall be fully burdened and include all indirect and overhead costs. We have also included direct costs which shall be billed at cost plus mark-up.

The KJ team is committed to working with the Districts to develop cost-effective, practical, and reliable solutions to meet your as-needed project objectives. We look forward to the opportunity to demonstrate our high level of expertise, project delivery, and client service to the Districts.

Very truly yours,

Kennedy/Jenks Consultants, Inc.



Edward C. Yang, PE, Assoc. DBIA
Vice President | Principal-in-Charge



Ron Emilla, PE
Contract Manager

Client/Address: Los Angeles County Sanitation Districts
 24501 South Figueroa Street
 Carson, CA 90745

Contract/Proposal Date: On-Call Construction Management Services

Schedule of Charges

Date: September 15, 2023

Classification	Hourly Rate
Principal-in-Charge	\$310
Quality Assurance Manager	\$290
Contract Manager	\$270
Construction Manager	\$245
Project Scheduler	\$210
Project Estimator	\$185

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective September 15, 2023 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges subject to a Rate Adjustment of 3% per Year.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate. If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.