

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 MKN & Associates, Inc., a California corporation (“Consultant”), DIR Registration No. 1000594158. 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: MKN & Associates, Inc.
Address: 23942 Lyons Ave., Suite 215
Newhall, CA 91321
ATTN: Peter Brennan, PE, CCM

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

16. Governing Law, Dispute Resolution and Litigation

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

17. Severability

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

18. Entire Agreement

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

19. Action by Chief Engineer

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

[CONSULTANT]

 10-12-2023

PETER J BRENNAN
PRINCIPAL CM

**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

PROPOSAL FOR

On-Call Construction Management Services

Submittal Due Date: August 16, 2023 at 11am

Los Angeles County Sanitation District

Russell Vakharia | Construction Management Services

rvakharia@Districts.org

24501 South Figueroa Street, Carson, CA 90745



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1 COVER LETTER & DISCLOSURE STATEMENT

PROPOSAL FOR LOS ANGELES SANITATION DISTRICTS
FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

August 16, 2023

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

Subject: Los Angeles County Sanitation Districts Proposal for On-Call Construction Management Services

Dear Russ,

MKN & Associates, Inc. (MKN) is pleased to submit this proposal for Los Angeles County Sanitation Districts (Districts) On-Call Construction Management Services. As demonstrated in our proposal, MKN has the experienced team to provide you with construction management assistance by way of providing you a highly qualified Assistant Resident Engineers, Construction Managers, Schedulers, and Estimators to work on your projects.

As requested, this cover letter provides an overview of our understanding and approach. The summary is provided in the table below is structured to follow the Districts stated evaluation criteria.

MKN Proposal Summary

| Criteria | MKN Qualifications |
|---------------------------------|--|
| 4.2 Statement of Qualifications | Our highly qualified staff include experienced inspectors, construction managers, estimators and schedulers. Our MKN CM staff have over fifty years of combined Districts work experience. |
| 4.4 Cost Information | Attached |
| 4.5 Statement of Insurance | Attached |

Disclosure Statement

The following statement is being provided in accordance with Section 4.1 of the RFP:

MKN does not have or anticipate any potential conflict of interest associated with this proposal submittal. MKN does not accept any employment from or perform services with or for any other person, firm, or corporation where such employment is a conflict of interest, or where such employment or service is likely to lead to a conflict of interest between the Districts, or stakeholders and the interests of such person, firm, corporation or any other third party.



Firm Name: MKN & Associates
(S Corporation)

Address: 23942 Lyons Ave., Ste.
215, Newhall, CA 91321



Point of Contact:
Peter Brennan, PE, CCM
Project Manager
pbrennan@mknassociates.us
661.425.6363

Working together, our knowledgeable experts will bring total solutions to the Districts while keeping costs low and the projects on schedule. Please feel free to contact Peter Brennan, PE, CCM at 661-425-6363 or pbrennan@mknassociates.us with any questions you may have about our submittal. We look forward to working with the Districts.

Sincerely,

A handwritten signature in blue ink that reads "Peter Brennan". The signature is fluid and cursive, with the first name "Peter" and last name "Brennan" clearly legible.

Peter Brennan, PE, CCM
Project Manager

2 COMPANY BACKGROUND

PROPOSAL FOR LOS ANGELES SANITATION DISTRICTS
FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

SECTION 2

COMPANY BACKGROUND

MKN's Client Centric Origins

MKN is a water, wastewater and recycled water engineering firm located and focused exclusively in California. Our firm was formed as a California Corporation (S Corporation) in 2012 and has grown to over 60 professional engineers, planners, construction managers/inspectors and support staff because of the need from agencies similar to Los Angeles County Sanitation Districts (Districts). Since 2012, MKN has focused on meeting a growing need by public agencies for responsive, technically capable consultants who are committed to a long-term relationship based on excellence.

Water is our Focus

While MKN offers a wide range of water, wastewater and water reuse expertise, the construction management required for your projects represent a core competency for our firm.

Our principals have decades of experience in management and leadership roles for some of the highest ranked engineering firms in the world, and we are excited to bring our expertise to the Districts.

MKN practice groups include Treatment, Infrastructure, Program Management, Planning and Hydraulic Modeling, and Construction Management.

MKN is Committed to the Districts.

MKN is committed to a long-term relationship with the Districts.

MKN's CM staff have been working in Southern California for over three decades and are committed to the local water industry. Our proposed project manager Peter Brennan worked for the Districts for twenty-two years and he has a thorough understanding and knowledge of the Districts' policies and procedures.

MKN's key staff bring extensive construction management experience. We understand what it takes to keep construction projects on track, regardless of size.



Construction Management of \$750M+



The following pages includes our office locations and summarizes the requested information related to MKN's clients served. MKN's extensive client list demonstrates the success of our approach to serving our Clients.



Construction Management

- Constructability/Value Engineering
- Program Management
- Construction Management
- Procurement using alternative delivery methods including Design Build (DB) and Construction Manager at Risk (CMAR).
- Risk Identification and Mitigation
- Resident Engineer Services
- Inspection
- Scheduling
- Claims Mitigation
- Startup and Commissioning
- Plant operations functionality and process improvement
- Staff Augmentation



Treatment

- Groundwater and Surface Water Treatment
- Chemical System Design
- Facility Rehabilitation
- Water Quality Monitoring and Analysis
- Wastewater Treatment
- Disinfection
- Optimization



Planning & Hydraulic Modeling

- Master Planning
- Hydraulic Modeling
- GIS Development
- Asset Management
- Urban Water Management Plans



Infrastructure

- Pipelines, Pump Stations & Reservoirs
- Condition Assessment & Rehabilitation
- Feasibility Studies, Preliminary & Final Design
- Reservoir Siting
- Well Design & Rehab



Program Management

- Owner's Engineer/Agent
- Alternative Delivery
- Staff Augmentation

MKN has delivered engineering services to 100+ agencies.

MKN BY THE NUMBERS

- 60+** staff across **8** offices
- \$9.3M** 2022 Revenue
- 25+** On-Call Contracts
- 300+** Task Orders delivered through On-Call Contracts

 *Represents MKN Office Locations

- Antelope Valley - East Kern Water Agency
- Arroyo Grande
- Atascadero
- Atascadero MWC
- Atwater
- Bakersfield
- Bear Valley CSD
- Camarillo
- Calleguas MWD
- Cambria CSD
- Camrosa Water District
- Casitas MWD
- Cayucos SD
- Channel Islands Beach CSD
- Coalinga
- Delano
- East Niles CSD
- East Orange County Water District
- Emerald Bay CSD
- Foothill MWD
- Fresno
- Fresno County
- Goleta Water District
- Gonzales
- Greenfield
- Grover Beach
- Guadalupe
- Heritage Ranch CSD
- Hollister
- Kern County Water Agency
- Kern Sanitation Authority
- Kingsburg
- Laguna Beach County Sanitation District
- Las Virgenes MWD

- Lynwood
- Madera
- Madera County
- Merced
- Monte Vista Water District
- Morro Bay
- Newport Beach
- Nipomo CSD
- North of the River MWD
- North of the River Sanitary District No. 1
- Oceanside
- Oxnard
- Paso Robles
- Pismo Beach
- Port Hueneme Water Agency
- Quartz Hill Water District
- RCAC
- Reedley
- San Luis Obispo
- San Luis Obispo County
- San Simeon CSD
- Santa Maria
- Santa Clarita
- Santa Paula
- Santa Barbara

- Santa Nella
- Seaside County SD
- Selma-Kingsburg-Fowler Sanitation District
- Semitropic Water SD
- Soledad
- Solvang
- South Coast Water District
- South San Luis Obispo County Sanitation District
- Sunnyslope County Water District
- Taft
- Tehachapi
- Thousand Oaks
- Trabuco Canyon Water District
- Tulare
- Water Replenishment District of Southern California
- Westlands Water District
- Yorba Linda Water District

3 TEAM QUALIFICATIONS

PROPOSAL FOR LOS ANGELES SANITATION DISTRICTS
FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

SECTION 3

TEAM QUALIFICATIONS



Los Angeles County Sanitation Districts

PROJECT MANAGEMENT

PROJECT MANAGER
Peter Brennan, PE, CCM

- Key Team Differentiators**
1. Districts Experience
 2. Available Team Ready to Take On Any Size Project
 3. Water Focused Construction Management Experience

ADDITIONAL RESOURCES

| | |
|---|--|
| <p>CONSTRUCTION MANAGER</p> <p>Sol Shiekh Jason Mate David Arthurs, PE Matt Willbanks, PE Mark Laub Willy Nowotny, CCM, DBIA Jeremiah Harrington</p> | <p>ESTIMATORS</p> <p>Sol Shiekh Amandeep Bajwa, PMP (CMS)</p> <p>SCHEDULERS</p> <p>Mark Rivera Joe Steinmetz (CMS) Michael Webb, PMP (CMS)</p> |
|---|--|

Peter Brennan, PE, CCM - Project Manager

EDUCATION
Loyola Marymount University, CA
MS Civil and Environmental Engineering
Santa Clara University
BS Civil Engineering

LICENSES & REGISTRATIONS
California Professional Engineer - Civil - No. C53110

Mr. Brennan brings over 30 years of experience providing construction management and project management in the water resources industry. He worked for over 22 years with the Los Angeles County Sanitation Districts where he administered construction contracts ranging from \$1M to \$190M.

Solomon Sheikh - Construction Manager/Estimator

EDUCATION

California State Polytechnic University, San Luis Obispo
BS Mechanical Engineering
HVAC Concentration

CERTIFICATIONS

US Army Corps of Engineers,
CGMC
OSHA 30

Solomon Sheikh possesses 13 years of detailed project and construction management in the public and private sectors. Mr. Sheikh excels as a project lead due to his emphasis on communication and his dedication to quality. Mr. Sheikh's project experience includes managing contracts of up to \$40 million. He is adept at building well-functioning project teams to ensure his projects are completed within the time and budget allowed.

Jason Mate - Construction Manager

EDUCATION

Griffith University, Queensland, Australia

BS Environmental Engineering
Minor Civil Engineering

Mr. Mate has over nine years of experience in environmental and civil engineering. Mr. Mate worked on large-scale projects in water/wastewater resources, roadways, and solar energy valuing over \$500M. He served in different roles ranging from project manager to project engineer.

David Arthurs - Construction Manager

EDUCATION

California State Polytechnic University, San Luis Obispo
BS Civil Engineering

LICENSES & REGISTRATIONS

California Professional Engineer - Civil - No. C43781

Mr. Arthurs is a well Qualified Senior Project Manager, Division Manager, Area Manager and Registered Civil Engineer with over 25 years of experience in directing the engineering and administration of projects throughout the United States. Experienced in all facets of Pipeline rehabilitation of sewer, water, gas and oil pipelines. Proven record of quality assurance and 100% on-time and within budget completion. Extensive background in coordinating with multiple government agencies and subcontractors. "Straight shooter" with high level of ethics and dependability: outstanding recommendations.

Mark Laub - Construction Manager

LICENSES & REGISTRATIONS

General Contractor - No. 778112

CERTIFICATIONS

TWIC Certified
GSA Certified
Associate of the State Supreme Court Certified

Mr. Laub has worked in the Construction Industry for over 46 years. Starting as a union carpenter apprentice and working his way to project and program management positions. In his management positions he was responsible for all site related tasks covering a geographic area that covered 7 western and southwestern states. This included customers like Bank of America, Safeway/Vons Corp., AAA Auto Group for Northern California, Ford Motor Corp., General Service Administration for the Federal Courts, Port of Oakland, Metro PCS, and Pete's Coffee, Corporate, to name a few. These projects ranged in cost from \$1M to \$350M. He was responsible for coordinating multiple contractors and government inspections agencies at multiple locations simultaneously. He also was the liaison for all site related activities and the owner groups working to insure an on time and at, or under budget, successful project.

Matt Willbanks, PE - Construction Manager

EDUCATION

California State University, Fresno
BS Civil Engineering

LICENSES & REGISTRATIONS

California Professional Engineer -
Civil - No. C66845

Matthew Willbanks has 18 years of experience in the construction of civil engineered projects such as roads, pipelines, utilities, pump stations, and water/wastewater treatment facilities. He has provided construction management services for several Water Treatment Plants and facilitated upgrades to arsenic removal or mitigation projects, utility coordination, and wellhead and site improvements. As a licensed civil engineer, Mr. Willbanks has the skills and background to manage infrastructure construction associated with complex facilities.

Willy Nowotny, CCM, DBIA - Estimator

EDUCATION

George Washington University,
Washington, DC
Masters of Public Administration

Texas A&M University, Commerce
BA Political Science & Economics

CERTIFICATIONS

Certified Construction Manager
Designated Design-Build
Professional

Mr. Nowotny has over thirty years of estimating experience with construction estimating. Leading bid teams establishing project costs and budgets for bid purposes, estimating costs for change orders as a contractor and change order estimating as a third party owner's representative. He has experience providing responsible in charge leadership of multidisciplinary design and construction management teams in the successful completion of large, complex water and wastewater programs. Strong ability to lead large and diverse organizations to achieve profitable results on time and within budget.

Mark Rivera, PE, CCM, QSD - Scheduler

EDUCATION

California State Polytechnic
University, Pomona
BS Civil Engineering

LICENSES & REGISTRATIONS

California Professional Engineer -
Civil - No. C66864

Mr. Rivera is a senior management professional with broad experience on a distinctive combination of significant projects in multiple construction and engineering industry sectors. A licensed civil engineer and certified construction manager, technically diverse with demonstrated success in providing excellent construction and engineering services to public agencies, government entities and private concerns. Maintains a unique cross disciplinary skill-set that includes; project/program management, construction management, project controls, engineering design and civil engineering land development due diligence. Possesses the ability to identify strategic methods to improve project performance metrics that result in achieving and exceeding sustained operational results while building lasting client and partner relationships. Mark has previous experience working as a scheduling consultant on Districts projects.

Jeremiah Harrington, CCM, DBIA - Construction Manager

EDUCATION

California State University, Long Beach
BS Civil Engineering

PROFESSIONAL AFFILIATIONS

Certified Construction Management (CCM),
Construction Management Association of America
Designated Design-Build Professional (DBIA)

Dedicated and ambitious Project Manager that thrives working on large-scale, complex projects and for a company with the opportunity for personal and professional growth. With 15 years of progressive experience in the construction, engineering, and development industries is seeking an opportunity as a Senior Resident Engineer of Resident Engineer.

CM SOLUTIONS

CM Solutions (CMS) is a small, women owned business that specializes in providing project controls services to a variety of large engineering and construction projects. Since 2004, CMS personnel have provided expertise in project controls for projects ranging in scope from \$500,000 to over \$14 billion. Our clients are public agencies, utilities, construction management firms, CM-at-Risk and general contractors. CMS's core focus is

helping our clients increase their efficiency and profitability through improved project control and management. We do this by providing critical and timely information that enables our clients to make the best possible decisions on both a project and enterprise-wide basis. The result is greater levels of project efficiency and making projects easier to manage.

Joseph Steinmetz - Scheduler - CM Solutions (CMS)

EDUCATION

California State Polytechnic University, Pomona, CA
BS Accounting

Joe Steinmetz is a highly reliable project controls specialist with 13 years of experience on large, complex projects in water/wastewater, oil and gas refinery, mining and energy. His experience includes scheduling, cost controls, systems implementation, estimating, change management, and construction management.

Joe is skilled in project setup, scheduling, budgeting and work breakdown structure creation, and has an excellent ability for engineering and material forecasting. A talented communicator, he has an advanced ability to train teams and mentor subordinates.

Michael Webb, PMP - Scheduler - CM Solutions (CMS)

EDUCATION

Project Management Institute
PMP
Northwest University
MBA
University of Lowell
BS Industrial Management

CERTIFICATIONS

PMP

Michael Webb is a Chief Project Controls Specialist with 25 years of experience in Project Controls and Project Management. His skillsets include advanced knowledge of project planning, scheduling and earned value formulation. Mike has worked on very complex design-build refineries, utilities, and water plants. He understands how a project comes together from concept to construction and is skilled with integrating multiple projects of various phases into a complete picture.

Amandeep Singh Bajwa, PMP - Estimator - CM Solutions (CMS)

EDUCATION

University of Kansas
MS Civil Engineering
Nagpur University
BS Civil Engineering

CERTIFICATIONS

PMP

Mr. Amandeep Bajwa is a dynamic and energetic professional with 7 years of experience in cost controls, estimating and project management of multimillion-dollar complex construction projects including compressor stations, highways, bridges and airports. He is experienced in cash flow projections, estimating, negotiating contracts and change order management. He is a team player with a great attitude and thrives in a deadline-driven environment.



**PETER
BRENNAN, PE, CCM**
LOCAL PROJECT
MANAGER

EDUCATION

Loyola Marymount University, CA
MS Civil and Environmental
Engineering

Santa Clara University, CA
BS Civil Engineering

LICENSE & REGISTRATIONS

California Professional Engineer
- Civil - C53110

PROFESSIONAL ASSOCIATIONS

American Society of Civil
Engineers

California Water Environment
Association

Construction Management
Association of America

Mr. Brennan brings over 30 years of experience providing construction management and project management in the water resources industry. He worked for over 22 years with the Los Angeles County Sanitation Districts where he administered construction contracts ranging from \$1M to \$190M. In this position, he served as a Project Manager/Senior Engineer for various projects such as wastewater treatment plants, pipelines, pump stations, and landfill construction. He also worked for the City of Los Angeles with the Los Angeles World Airports-Airports Development Group where he was responsible for multiple aspects of project/construction management for airport infrastructure renovation and expansion.

Relevant Projects:

Owner’s Agent/Owner’s Engineer (OA/OE) Services for the Groundwater Reliability Improvement Program (GRIP) | Water Replenishment District of Southern California (WRD), CA

Construction Manager. WRD established the GRIP to find alternative sources of water to offset the imported water used for replenishment in the Montebello Forebay. As part of the GRIP, an advanced water treatment facility (AWTF) is being designed and constructed to treat 10,000 acre feet per year of tertiary recycled water. The GRIP AWTF is located in a 5.2-acre lot, adjacent to the San Gabriel River in the City of Pico Rivera. Treatment processes include automatic strainer to protect downstream membrane treatments systems from large particles; microfiltration (MF) or ultrafiltration (UF) to reduce turbidity and silt density index (SDI) of reverse osmosis (RO) feed water; cartridge filtration to protect downstream of the RO process; RO to remove salts, minerals, metal ions, organic compounds, and microorganisms; advanced oxidation with ultraviolet light (UV) treatment using hydrogen peroxide in concert with UV to reduce N-Nitroso-Dimethylamine (NDMA) concentrations and provide additional disinfection; decarbonation to release excess carbon dioxide and stabilize the product water; and pH adjustment/corrosivity stabilization. The 11,700 sf treatment facility is LEED certified with approximately 40,000 sf of additional surface landscape and bioretention, 4,000 sf of vegetated roof garden, with 79,000 sf of surface parking and pedestrian hardscape.

New Turn-Out Structures at the San Gabriel River Coastal Basin Spreading Ground | Water Replenishment District of Southern California, CA

Construction Manager. This project constructs two new turn-out structures and associated discharge structures at the San Gabriel River Coastal Basin Spreading Grounds, which will provide needed operational flexibility for the spreading of an additional 11,000 acre-feet per year (AFY) of tertiary recycled water and 10,000 AFY of advanced treated recycled water. Additional work includes shotcrete lining of an existing approximately 6,400-linear-foot distribution channel and the installation of new 66-inch pipelines approximately 500 linear feet along with electrical and instrumentation and control systems.

Rehabilitation and Expansion of Lenain Water Treatment Plant | Anaheim, CA

This \$10M project expanded and rehabilitated the Lenain Water Treatment Plant for the City of Anaheim. Work included demolition, grading, retaining walls, replacement of reservoir inlet valves, installation of 1000 lineal feet of new 36-inch CML&C steel plant effluent piping, steel tank rehab, replacement of plate settlers, replacement of lamella plates, orifice plates, rapid mixer and flocculation mixer, washwater balance tank improvements, replacement of valves, actuators and chemical piping at the chemical feed facilities, electrical and instrumentation improvements and other appurtenant work.

Peter Brennan, PE

RELEVANT EXPERIENCE (CONT.)

El Estero Wastewater Treatment Plant Tertiary Filter Replacement | Santa Barbara, CA

Construction Manager. This \$8.4M project replaced the treatment plant's existing filtration system with a microfiltration (MF)/ultrafiltration (UF) facility. Work included demolition of an existing gravity filter, installation of driven concrete piles, construction of a new MF/UF facility, new filter feed pumps, replacement of chemical feed pumps, modifications to the chlorine contact basin, modifications to the reclaimed water storage reservoir, new reclaimed water transfer pumps, yard piping modifications, associated electrical and instrumentation modifications, and other appurtenant work.

El Estero Wastewater Treatment Plant Secondary Process Improvements | Santa Barbara, CA

Construction Manager. This \$22.6M project converts the existing conventional activated sludge process to biological denitrification. These improvements will result in increased quality secondary effluent feed to the new ultrafiltration (UF) facility. Project work includes modifying the aeration basin, including new inlet and outlet gates, baffle walls, aeration diffusers, mixers, and aeration piping as well as structural modifications; replacing return-activated sludge pumps and piping; replacing two aeration process air blowers; adding new concrete flume structure to distribute mixed liquor flow to the secondary clarifiers; modifying secondary clarifier, including replacing and modifying sludge collector mechanisms; adding new mixed liquor pumps and associated piping; adding new chemical facilities (ammonium sulfate, ferric chloride, and polymer) including tanks, pumps, and injection diffusers; adding secondary effluent recycle facility including diversion box and gate; and modifying associated 480V power upgrades.

Advanced Water Purification Facility and Product Water Pump Station Project | Monterey Regional Water Pollution Control Agency, CA

Technical Advisor. This \$48M project involves the construction, testing, and startup of a 4-million-gallon-per-day (MGD) Advanced Water Purification Facility (AWPF) and pump station to treat various wastewater sources from the Peninsula and Salinas Valley for injection of approximately 3,500 acre feet per year (AFY) of purified recycled water to the Seaside Groundwater Basin. The new 22,560-square-foot AWPF is being constructed on a 5.7-acre site within the confines of the Monterey Regional Treatment Plant (RTP) and adjacent to the operating Monterey Regional Waste Management District (MRWMD). Both facilities must be kept in full operation during construction. Access and security of vehicular traffic, construction work, and staff must be coordinated with the existing plant operations team. In addition to access and security issues, ongoing coordination with plant operations personnel prevents potential impact to the ongoing operation of the existing wastewater treatment plant. Provided construction management, construction inspection, testing, startup, and commissioning services.

Aerated Sludge Holding Tank Replacement | Carpinteria Sanitary District, CA

Construction Manager. This \$6M project demolished two aging aerated sludge holding tanks and constructed two new concrete digesters that meet current seismic standards, use state-of-the-art aeration equipment and computerized process control systems, enhance treatment of solids, and dramatically improve energy efficiency through the use of ultra-efficient pumps and blowers. The solid foundation comprised of 170 stone columns beneath the new tanks prevent future seismic liquefaction. To avoid major noise impacts associated with pile driving, a unique process involving a vibrating head and hollow shaft extended these densified rock columns 55 feet deep into the ground. This work required a massive 250-ton crane. These substantial structures—each approximately 50 feet by 50 feet and 20 feet deep—were outfitted with piping, equipment, and instrumentation necessary to provide maximum operational flexibility and optimized biological treatment. Additional project elements included the installation of a temporary sludge handling system and new aeration blowers; relocation of existing chemical facilities; and modifications to yard piping, electrical and instrumentation, and other appurtenant work.

Los Angeles County Sanitation Districts | Los Angeles County Sanitation Districts, CA

Construction Manager. CM's responsibilities included design consultation, constructability review, value engineering, plan and specification review, supervision of inspection and survey staff, quality assurance, project controls, document control, submittal and shop drawing review, RFIs, change management, CPM scheduling, monthly progress payments, claims management, dispute resolution and change order negotiation, start up and commissioning, and O&M manuals.



SOLOMON SHEIKH

CONSTRUCTION MANAGER/ESTIMATOR

EDUCATION

California State Polytechnic University, San Luis Obispo

BS Mechanical Engineering
HVAC Concentration

Solomon Sheikh possesses 13 years of detailed project and construction management in the public and private sectors. Mr. Sheikh excels as a project lead due to his emphasis on communication and his dedication to quality. Mr. Sheikh's project experience includes managing contracts of up to \$40 million. He is adept at building well-functioning project teams to ensure his projects are completed within the time and budget allowed.

Relevant Projects:

Perris Valley RWRP Plant 3 Expansion | Perris, CA

Project Engineer, Mechanical Superintendent, & Field Engineer for Kiewit Infrastructure West Co., Heavy/Industrial Construction.

- Created scaled drawings based on owner-provided architectural drawings and piping & instrumentation diagrams (P&IDs) to be used by field operations and in the procurement of fabricated pipe & other permanent materials.
- Responsible for weekly tracking and reporting of construction activities and quantities.
- Sized, quantified, and procured permanent materials not provided by owner nor covered by material subcontracts. Including the re-design of pipe supports for a net cost savings to project.
- Managed crews on the installation of mechanical equipment, piping, pipe supports, and completion of punch-list items. All work executed was done so without any safety incidents.
- Re-estimated cost for final phase of project (Plant 2 Upgrades based on past-costs and lessons learned from Plant 3 Expansion). Created and submitted Plant 2 Upgrade baseline schedule using Primavera P3.

Summit Steel Works Corp. | San Jose, CA

Project Manager for various projects in the San Francisco Bay Area.

- Primary point of contact and lead for multiple projects running concurrently. Project values ranged from \$25,000 up to \$40 Million.
- Responsible for the integration of master project schedule into company schedule for both field operations & shop fabrication/procurement. Reviewed schedules with General Contractor(s), shop fabrication team, and field teams. Resolved issues or conflicts in schedules as they arose.
- Built project team to include key field personnel, Project Engineers, Detailers, & other management personnel. Delegated and tracked tasks based on specific project needs, team members' skill sets, and availability.
- Worked with General Contractors, Project Design Team (Architects & Engineers of Record), Project Owner/Owner Representatives, and other Sub-Contractors to find solutions to problems at the project level. This includes creating drawings, performing engineering calculations, & showing examples of proposed solutions based on prior work experiences to help the design in regards to our scopes of work. Engineering drawing review and RFI creation for project clarity with drawing inconsistencies. Participated in large project meetings with a public speaking role when needed.
- Sales tasks included proposal writing, add service requests management, Quote and PO tracking, steel distributor/supplier coordination and management.
- Outside of project specific requirements, created or updated company policies & procedures to assist in growing Summit Steel Works. This includes updating company quality & safety manuals, creating a training manual & templates for scheduling using Microsoft Project software, checklists for 3D detailing, project

Solomon Sheikh

RELEVANT EXPERIENCE (CONT.)

management, & project engineering. Networking with contractors and engineers for relationship building to ensure future project consideration. Took initiative to reach out and follow up on possible project leads.

Calaveras Dam Replacement Project | Santa Clara/Alameda Counties, CA

Engineer for Dragados USA., Heavy/Industrial Construction.

- Managed contracts for miscellaneous labor subcontractors including planning of site work, reviewing & negotiating change orders, and resolving issues as they arise in the construction process.
- Lead engineer for all temporary & permanent piping systems on project. Piping systems included steel, PVC, & HDPE systems ranging in diameter from ½" to 74".
- Responsible for creation of material sub-contracts for permanent steel piping and refurbishment of custom fabricated high-flow valve.
- Created scaled drawings based on owner-provided architectural drawings and piping & instrumentation diagrams (P&IDs) to be used by field operations and in the procurement of fabricated pipe & other permanent materials.

Kearl Oil Sands Froth Treatment Initial & Expansion Projects | Fort McMurray, Alberta, Canada

Area Lead Superintendent, Piping Superintendent, Commissioning Lead for Kiewit Energy Canada Co., Heavy/Industrial Construction.

- Lead Superintendent for Solvent Recovery Unit construction Lead project team for all construction activities, including leading project meetings and communicating expectations to all personnel. Coordinated with other disciplines and sub-contractors for construction sequence and hold points.
- Directly supervised field operations for a team of pipefitters, welders, and equipment operators. Coordinated piping activities in construction schedule critical path area amongst other trades/disciplines. Monitored field activities to ensure that work was executed to meet or exceed company & owner requirements for safety and quality. Executed over 80,000 manhours of work without any safety incidents.
- Built a project team to include a diverse group of individuals and instilled spirit of teamwork. Encouraged promotion from within and mentoring amongst teammates. Coached younger field engineers on company policies & procedures, time management, and job requirements.

JASON MATE CONSTRUCTION MANAGER

EDUCATION

Griffith University, Queensland,
Australia

BS Environmental Engineering
Minor Civil Engineering

Jason Mate has over eight years of experience in environmental and civil engineering. Mr. Mate worked on large-scale projects in water/wastewater resources, roadways, and solar energy valuing over \$500M. He served in different roles ranging from project manager to project engineer.

Relevant Projects:

OA/OE Services for GRIP Program | Water Replenishment District of Southern California, CA

Assistant Resident Engineer. The Water Replenishment District of Southern California (WRD) established the Groundwater Reliability Improvement Program (GRIP) to find alternative sources of water to offset the imported water used for replenishment in the Montebello Forebay. As part of the GRIP, an advanced water treatment facility (AWTF) is being designed and constructed to treat 10,000 acre feet per year of tertiary recycled water. The GRIP AWTF is located in a 5.2-acre lot, adjacent to the San Gabriel River in the City of Pico Rivera.

The GRIP AWTF includes the following treatment processes: automatic strainer to protect downstream membrane treatments systems from large particles, (MF) or UF to reduce turbidity and silt density index (SDI) of reverse osmosis (RO) feed water, cartridge filtration to protect downstream of the RO process, RO to remove salts, minerals, metal ions, organic compounds, and microorganisms, advanced oxidation with ultraviolet light (UV) treatment using hydrogen peroxide in concert with UV too reduce NDMA concentrations and provide additional disinfection, decarbonation to release excess carbon dioxide and stabilize the product water, pH adjustment/corrosivity stabilization to reduce potential for minerals to be leached from the cement lining used in the transmission pipeline, which would reduce the integrity of the pipe.

New Turn-Out Structures at the San Gabriel River Coastal Basin Spreading Ground | Water Replenishment District of Southern California, CA

Assistant Resident Engineer. This project entails the construction of two new turn-out structures at the San Gabriel River Coastal Basin Spreading Grounds. The construction of the two new turn-out structures will provide needed operational flexibility for the spreading of an additional 11,000 acre-feet per year (AFY) of tertiary recycled water and 10,000 AFY of advanced treated recycled water. Work will include construction of the two new turn-out structures and associated discharge structures to the San Gabriel River. Additional work will include shotcrete lining of an existing distribution channel approximately 6,400 linear feet and the installation of new 66-inch pipelines approximately 500 linear feet along with electrical and instrumentation and control systems.

El Estero Wastewater Treatment Plant Tertiary Filter Replacement | Santa Barbara, CA

Assistant Resident Engineer. This \$8.4M project replaces the treatment plant's existing filtration system with a MF/UF facility. Work includes demolition of an existing gravity filter, installation of driven concrete piles, construction of a new microfiltration/ultrafiltration facility, new filter feed pumps, replacement of chemical feed pumps, modifications to the chlorine contact basin, modifications to the reclaimed water storage reservoir, new reclaimed water transfer pumps, yard piping modifications, associated electrical and instrumentation modifications and other appurtenant work.

Government Wastewater Treatment Plant Upgrade (ICI) | Ontario, Canada

Project Superintendent/Engineer. This \$15M project constructed a new state-of-the-art polymer distribution system for sludge discharge, a new oil handling facility, civil cut/fill operation for new roads and access paths, retrofit of entire WWTP facility including four-story demolition and reinstallation of concrete slabs and office

Jason Mate

RELEVANT EXPERIENCE (CONT.)

layout. Responsible for project management, including conformance to stringent government specifications (RFI, NCR, PO, RFQ, monthly draws, cost estimating, close out reports, document control, weekly contract negotiations and bid approval, QA/QC inspections, project scheduling and update (250-line CPM schedule), 4-week look ahead schedule, O&M manuals, as-built markups, cost and budget management, and weekly client meetings. Successfully completed on time and within budget; 10% extra work granted with full use of contingency. \$500K/year savings for client and plant capacity increased from 17M to 22M liters/day.

Utility Scale Solar Farm (30 megawatts) for FIT program with LEED Certification | Ontario, Canada

Assistant Project Manager/Project Engineer. This \$135M project encompassed multiple projects. The project required CAD layout and pre-side inspection of three Utility Scale Solar Farms with road access, module layout, structural footings, cultural excursion zones, racking supports, inverter, structural pads, substation, and interconnection point. Responsible for managing principal contractor (PCL Constructors & RES USA), contract compliance, and milestone and phase construction scheduling; conducting problem solving of all design discrepancies onsite and extra work approval; QA/QC inspections with 200 manpower onsite daily; project management (weekly and monthly reporting, monthly draws and cost, RFI, NCR, letters and notices, engineer reporting, chairman meetings, O&M manuals and 4-week forecast schedule; and worked on the submittal of future project plans/testing plans/ permits and contract negotiation, native exclusion zoning and complete site due diligence of three future Solar Farm locations.

Two Large Main Roads Government Projects | Brisbane, Australia

Site Engineer. This \$700M project called for a large construction and engineering group to build and complete major infrastructure for the public road sector. Responsible for managing a total of \$20-25M as a client engineering representative of AECOM and SKM and contract management and site engineering of:

- Large cut/fill operation; landscaping and embankments (\$7M); 4-lane highway asphalt installation (110,000 tons installed); (\$10M); storm water drainage and manhole installation (inner city work); (\$1.5M); new road construction including diversions and traffic switches (10-15 closures per week) (\$1.25M); and heavy duty structural wall installation/new road subgrade and paving (\$5M).
- Detailed and site specific paperwork created for each project including safe work method statements, process control plans, specification conformance, scheduling, bid analysis, contractor meetings, engineer meetings, permitting (road closure) NCR/RFI, and budgeting.

DAVID ARTHURS, PE CONSTRUCTION MANAGER

EDUCATION

California State Polytechnic
University, San Luis Obispo
BS Civil Engineering

LICENSE & REGISTRATIONS

California Professional Engineer -
Civil - No. C43781

David Authors is a well Qualified Senior Project Manager, Division Manager, Area Manager and Registered Civil Engineer with over 25 years of experience in directing the engineering and administration of projects throughout the United States. Experienced in all facets of Pipeline rehabilitation of sewer, water, gas and oil pipelines. Proven record of quality assurance and 100% on-time and within budget completion. Extensive background in coordinating with multiple government agencies and subcontractors. "Straight shooter" with high level of ethics and dependability: outstanding recommendations.

Relevant Projects:

War Eagle Consulting & Contracting, Inc.

Owner of a start-up company for sales and operations in California and West Virginia. Perform consulting and contracting. Responsible for all sales, fusion services, fitting fabrication, estimating efforts, maintenance of equipment and all engineering and construction services.

SECOR

Area Manager. Directly responsible for the sales and operations of setting up an office in the West Virginia, Ohio, and Pennsylvania area in the oil and Gas Industry. Responsible for all pipe sales, fusion services, fitting fabrication, estimating efforts, maintenance of equipment and all engineering and construction issues. Responsible for developing new client base and discussing the use of HDPE with end users and agencies.

Upper Management decided to close the office and rental business due to COVID-19 and the Oil and Gas Industry shutdown.

Maskell Pipe & Supply, Inc./ Core & Main

Principal. Directly responsible for the sales and operations of the company. Responsible for scheduling of fusion technicians, estimating efforts, maintenance of equipment, fittings fabrication and engineering and construction issues. Responsible for discussions with clients to ensure satisfaction with products and installation. Responsible for developing new client base, discussing HDPE with agencies and engineers working on specifications and procedures, developing user friendly procedures for installation using engineering background and construction background. Responsible for the day to day operations including personnel issues and all other company activities.

- \$3.0-5.0 Million – Pipeline project in West Virginia. Working with Energy Company to provide HDPE pipe and fittings, providing fusion equipment and technical support to contractors on the 250 mile water pipeline through Pennsylvania, West Virginia and Ohio.
- \$4.0 Million – Pipeline project in Camp Pendleton, CA. The 30 mile pipeline is to provide water throughout the base. Provide HDPE pipe and fabricated fittings, fusion equipment and fusion technicians to fuse the HDPE pipe.
- \$0.9 Million – Horizontal Directional Drill and open cut installation of HDPE pipe for a Force Main Sewer line through a Slough in Eureka, CA. Provide HDPE Pipe, fusion equipment and technicians for fusion of HDPE pipe, labor & equipment for pressure test and pipeline pigging of pipeline after installation.

Repipe – California, Inc.

General Manager responsible for the day to day operations of the company. GM is responsible for all construction activities as well as scheduling, personnel issues, pipeline rehabilitation construction, financial responsibilities and reporting, estimating, business development, and contractual responsibilities with agencies and clients. Establish and maintain productive working relationship with the entire team and customer base. Lead and represent the company in all its activities.

David Arthurs, PE

RELEVANT EXPERIENCE (CONT.)

Responsible for P & L for the business unit.

- \$2.5 Million – San Diego Airport Authority Rehabilitate Storm Drains under Airport Runway
- \$12 Million – City of Los Angeles – SSRP Rehabilitation of Sewer Systems throughout the City of Los Angeles.
- \$6 Million – Los Angeles County Sanitation District CIPP Rehabilitation of several locations throughout Los Angeles County.
- \$3 Million – Los Angeles County Department of Public Works – CIPP and Spiral Wound Rehabilitation of Sewer lines throughout Los Angeles County.
- \$8 Million – City of San Diego – Spiral Wound and CIPP rehabilitation of numerous sewer lines in the City of San Diego

AECOM / Boyle Engineering

Directly responsible for the set up and operations of the Construction Management practice mainly in Southern California. Responsible for all planning, and scheduling of survey crews, inspectors, and construction managers. Also responsible for the preparation of proposals, budgets, sales and marketing, coordination of sub-consultants, correspondence with agencies and negotiations with clients. Responsible for the day to day activities of the Construction Management Group.

- Construction Manager - \$50 Million Recycle Water Treatment Plant and 12 miles of recycled pipelines.
- Construction Manager/ Inspector - \$5 Million Naval Training Center Landfill 96-Inch Sewer Relining San Diego Airport Authority, San Diego, CA. This project was Trenchless Technologies Project of the Year 2009.
- Construction Manager - \$4.5 Million 42-Inch Steel Water Line Espola Road City of Poway, CA
- Construction Manager - \$7.0 Million Pre-stressed Concrete Reservoir and associated pipelines Harris Reservoir, California Water Co.
- Design Engineer for Balboa Trunk Sewer Rehabilitation. Responsible for design of bypass and CIPP for the rehabilitation. Correspondence with OCSD and City of Newport Beach.

West Valley Construction, Inc.

Directly responsible for the set up and operations of the Southern California division. Directly responsible for all planning and scheduling of various projects to include: supervision of all personnel, estimating and preparing bid documents, sales and market development, coordination of all field operations, coordination of subcontractors, correspondence with agencies and negotiations with clients and unions, change order pricing, and all other day to day operations of the division. Responsible for the business plan and forecast to the Board of Directors and the Executive Committee.

- \$ 1.8 M—3210 LF of 30” DIP Sliplining of a water transmission main in the City of Huntington Beach
- \$ 4.2 – M—15,000 LF of 16” CML&C pipeline in Ramona, CA for Ramona Municipal Water District
- \$1.1 M – 7,000 LF of 8” new main replacement for the City of Orange
- \$0.9 M – 2,855 LF of 12 “ main replacement in Redondo Beach, CA for California Water Service
- \$0.6 M 3,000 LF of 8” water main replacement in the City of Tustin
- \$0.6 M –2,200 LF of 16”, and 12” water main replacement for the City of Ventura



**MARK J.
LAUB**
CONSTRUCTION
MANAGER

LICENSE & REGISTRATIONS

General Contractor - No. 778112

CERTIFICATIONS

TWIC Certified

GSA Certified

Associate of the State

Supreme Court Certified

Mr. Laub has worked in the Construction Industry for over 46 years. Starting as a union carpenter apprentice and working his way to project and program management positions. In his management positions he was responsible for all site related tasks covering a geographic area that covered 7 western and southwestern states. This included customers like Bank of America, Safeway/Vons Corp., AAA Auto Group for Northern California, Ford Motor Corp., General Service Administration for the Federal Courts, Port of Oakland, Metro PCS, and Pete’s Coffee, Corporate, to name a few. These projects ranged in cost from \$1M to \$350M. He was responsible for coordinating multiple contractors and government inspections agencies at multiple locations simultaneously. He also was the liaison for all site related activities and the owner groups working to insure an on time and at, or under budget, successful project.

Relevant Projects:

KDG Construction Consulting | LAX, CA

In my roll on this project I was tasked with getting a new system called the “ASR” (Area Shutdown Request) off the ground. I worked within the CALM Group (Coordination and Logistics Management) as the Roadway SME, Subject Matter Expert. I would meet with many different general contractors, subcontractors and with LADPW in order to review the construction plans to either repair the second level roadway, the new light band and new street lighting systems, all of the underground piping projects for the CUP (Central Utilities Plant) within the CTA (Central Terminal Area) roadway or on any of the exterior feeder roadways (mostly owned by LAWA) leading into the CTA. I would use these meetings and the GIS (Geographic Information System), a live time graphic map that was updated in real time with all of the “known” projects working in the larger LAX region. After my analysis was complete and the requisite ASR paperwork, drawings and a copy of the GIS impact map was completed, the package was forwarded to my counter part at LAWA’s Landside Operations team for approval or for re-submittal by the contractor to correct a conflict with another project or impacts to the traveling public (foot or traffic), with safety and logistics a top priority which usually generated more meetings with all the concerned parties. This project, and my roll within it, was a high volume, meeting intense, around the clock awareness of the day and night logistic impacts. In my 5 years at LAX as the Roadway Subject Matter Expert, I produced hundreds of these ASR with thousands of received and sent emails to support this effort. Twelve and fourteen hour days were not uncommon during my five years at LAX.

VITTON Construction | Peet’s Coffee, CA

This project was for Peet’s Coffee’s corporate office. My role on this project was the onsite Superintendent/Project Mgr. and to coordinate with Peet’s Coffee’s CCO for world wide expansion. The indent of this project was to combine 3 other satellite offices and function locations into one building location. This building was located in Emeryville, CA and is part of the original “Body by Fisher” auto design group of buildings. The building was very old, built around 1929, built before today’s better understanding of earthquake dynamics (zone 2) and as such, needed large and impactful structural upgrades. The challenge was to accomplish upgrades to the building structure using new large grade beams, structural beams, and structurally tying the entire brick front of the building to the new interior structural elements. In addition to the structural upgrades, we installed new offices, a large open office area, new bathrooms, and two new testing and product development labs and an HC assessable lift, within the structure. Also, we provided secured indoor parking along with the requirements to mitigate the hazardous carbon monoxide issues. We accomplished all this work while the building was occupied, working overhead and providing a safe environment for the client’s working staff and a safe working environment for the construction crews.

Mark J. Laub

RELEVANT EXPERIENCE (CONT.)

OPUS WEST Construction | Park Terrace Condos, CA

This project was located in San Francisco near the ballpark. It was a poured in place concrete structure with 110 “for sale” condos. My role here was to coordinate the subcontractors to build out and fit out all 110 units. From the metal studs, MEP, fire sprinkler, drywall, paint and finishes and trim out. This also included scheduling and coordinating all of the inspections with the San Francisco building dept. And the owner of the project hired a third party inspection firm to QA/QC this job. That inspection firm generated more that two thousand points of correction or “punchlist” items that needed to be cleared. Justified or in some cases not, I stilled needed to clear all items as this process was tied to our monthly bank draw. I was also tasked with oversite of all fire protection systems and fire safe caulking requirements within and around the perimeter of the 110 condos and all of the MEP and data rooms throughout the structure. The challenge on this project was the quantity and the quality requirements of the assigned tasks.

Koll Construction | Great Mall of the Bay Area, CA

This project was the rehabilitation of the old Ford Auto Plant in Milpitas, CA. The plant produced the iconic Ford Mustang. It had been shuttered for many years and was in serious disrepair. The plant was 2 mil. square ft. with a flat metal pan deck roof with structural steel columns and bell casing footings on at 50' X 55' square grid pattern. I was tasked with numerous phases of the project starting with inspections of various elements of the structure, most notably the roof decking system, which, in the end, needed to have over seven hundred thousand square feet replaced, and the remaining roof deck reconditioned to stop the oxidation (rusting) of the pan deck. Also, I was responsible for coordination of reconfiguring the foot print of the building by demoing five hundred thousand square feet of structure, leaving the new mall building footprint at a 1.5 million square foot structure. The demo also included removal of large utility rooms (8) and paint drying tunnels all located on top of the roof. Also all of the large elevated bathrooms located within the structure needed to be removed. All the electrical components, motors, 4 very large copper bus lines ran the entire length of the plant, electrical switch gear, etc. One of the aspects of the demo effort was the exposure to toxic fumes and soil under the plant that needed to be mitigated cause by hydrocarbon contamination which was a byproduct of the production at the plant. I also over saw the “late in the game” city building department requirement to upgrade the column supports to meet the current earthquake standards by adding 4 opposing diagonal braces at each column location. Simply put, this was a massive project. We had a general superintendent with 3 other superintendents (I was one of the three) working and reporting to him just for the field management part of the project. My direct crew size and the responsibility therein would very from 70 on the low side to as many as 110 crew members on site.



MATT WILLBANKS, PE CONSTRUCTION MANAGER

EDUCATION

California State University, Fresno
BS Civil Engineering

LICENSE & REGISTRATIONS

California Professional Engineer -
Civil - C66845

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers

Matthew Willbanks has 18 years of experience in the construction of civil engineered projects such as roads, pipelines, utilities, pump stations, and water/wastewater treatment facilities. He has provided construction management services for several Water Treatment Plants and facilitated upgrades to arsenic removal or mitigation projects, utility coordination, and wellhead and site improvements. As a licensed civil engineer, Mr. Willbanks has the skills and background to manage infrastructure construction associated with complex facilities.

Relevant Projects:

[Arsenic Wellhead Mitigation Projects | Delano, CA](#)

Provided construction management services on multiple SRF-funded municipal water well and arsenic removal projects for four separate contracts. The projects included wellhead and site improvements, arsenic removal filtration systems, utility coordination, and labor compliance monitoring for nine sites.

[Arsenic Removal Water Treatment Plant | Corcoran, CA](#)

Provided construction management and observation services for the construction of a new \$14 million water treatment facility. The 18 MGD facility treats water from all City wells. Offsite project elements included modifications to seven wells to add sand separators and replace pump bowls and motors, demolition and removal of existing structures and pipelines, drainage facilities, and utilities.

[Arsenic Removal Water Treatment Plan Expansion | Corcoran, CA](#)

Prepared plans and specifications, and provided construction management services for the addition of a sixth filter to the City of Corcoran's WTP.

[Wastewater Treatment Facility Upgrade and Expansion | Woodlake, CA](#)

Provided part-time monitoring and observation support to the Resident Project Representative for the expansion of the City of Woodlake WWTF. The project included construction of a new headworks and influent pump station, two oxidation ditches, two secondary clarifiers, RAS pump station, secondary scum pump station, operations building, two solids storage/stabilization ponds, two percolation ponds, emergency storage pond, standby generator, site grading and paving, yard piping, electrical and instrumentation. This expansion replaced the existing aerated pond system, and expanded the City's treatment capacity to 1.3 MGD.

[Domestic Wastewater Treatment Plant Expansion | Tulare, CA](#)

Served as Construction Manager and Resident Engineer for the construction of the City of Tulare's \$9 million Domestic WWTP Influent Pump Station and Headworks, including replacement of aging electrical switchgear and motor control panels.

[Industrial Wastewater Treatment Plant Expansion | Tulare, CA](#)

Served as the Senior Resident Engineer for the construction of the City of Tulare's \$78 million Industrial WWTP expansion. Provided services that included daily construction monitoring and observation, contractor scheduling, change order proposal and preparation and provided billing reviews between contractor and the City.

[Wastewater Treatment Plant Headworks | Corcoran, CA](#)

Provided construction management and observation services for the construction of a new WWTP headworks facility. The new headworks structure was constructed adjacent to the existing operational structure, and required sheet-pile shoring of the operations building foundation to accommodate the 22-foot deep excavation.

[New Tank and Water System Improvements | Frazier Park, CA](#)

Provided construction monitoring and observation oversight during the construction of USDA-funded system upgrades, including replacement of existing water pipelines

Matt Willbanks, PE

RELEVANT EXPERIENCE (CONT.)

and water storage tanks; and the addition of altitude valves and electrical equipment and instrumentation to several existing water storage tanks, for multiple sites within the District.

Southeast Surface Water Treatment Facility | Fresno, CA

Provided construction management services for a new \$160 million, 80 MGD water treatment plant in southeast Fresno. Major components of the SESWTF include sedimentation basins, ozone disinfection, dual media filters (sand and carbon), an 8 MG treated water reservoir, treated water pump station with five 700 HP pumps, chemical storage building, operations building, maintenance building, a 5 MW electrical substation, and pipelines up to 72" diameter. The project also included major wet utility improvements, dry utility relocations, and street improvements to reconstruct county roads surrounding the site to meet city standards in anticipation of their annexation. Completion of the project will allow the City of Fresno to treat and distribute water from the Kings River, reducing reliance on groundwater.

T4 Water Storage Tank and Booster Pump Station | Fresno, CA

Provided construction management services for a new \$10 million, 3 MG prestressed concrete potable water storage tank and booster pump station in downtown Fresno. A CMU operations building houses booster pumps, chlorination equipment, future fluoride treatment, office, laboratory, restroom, electrical room, and future GAC vessels. Also included were electrical and instrumentation control systems interfaced with the City's existing SCADA system and an emergency power diesel generator, on and off-site improvements including grading, curb, gutter, sidewalk, sewer and water piping, storm drain system, paving, fencing, landscaping/irrigation, and site security system.

WILLY NOWOTNY, CCM, DBIA ESTIMATOR

EDUCATION

George Washington University
Masters of Public Administration

Texas A&M University, Commerce
BA Political Science & Economics

CERTIFICATIONS

Certified Construction Manager
Designated Design-Build
Professional

Mr. Nowotny has over thirty years of estimating experience with construction estimating. Leading bid teams establishing project costs and budgets for bid purposes, estimating costs for change orders as a contractor and change order estimating as a third party owner's representative. He has experience providing responsible in charge leadership of multidisciplinary design and construction management teams in the successful completion of large, complex water and wastewater programs. Strong ability to lead large and diverse organizations to achieve profitable results on time and within budget.

Relevant Projects:

MNS Engineers, CA

- Providing program level construction management for the City of San Jose's \$1.5B regional wastewater treatment plant upgrades and expansion
- Developed MNS's portfolio of construction management business in Northern California.
- Responsible for the entire project lifecycle including initial scope definition and conceptual estimating, pre-design (basis of design) management of design team, contractor procurement method, and selection process during the pre-construction phase of projects.
- Develop and implement project risk identification and mitigation strategies including critical path scheduling utilizing Primavera P6.
- Manage the design process through the issuance of final construction documentation
- Responsible for the management of the construction process including achievement of key performance indicators including safety, schedule, budget, and quality
- Responsible for project communication and documentation process as well as maintenance of federal and state-required documentation.
- Manage project local community outreach program(s)

MWH Constructors, INC. – Broomfield, CO

Vice President/Project Director – MWH Peru. Led MWH pre-construction effort for the construction management of the Cerro Verde (Freeport-McMoRan) greenfield wastewater treatment plant in Lima and Arequipa, Peru. The planned 1800 lps wastewater treatment was the centerpiece of the \$5B gold and copper mine expansion program. The wastewater treatment plant required the construction of extensive collection, piping, pumping, and treatment systems in Peru's second-largest city.

- Led the Lima-based MWH-Peru team in the development of a construction management plan for the construction of the entire \$425M project.
- Coordinated with the Peruvian national and local governments to receive the required environmental permits in record (6 months) time.
- Acted as liaison between MWH Denver-based design team. MWH-Peru and Freeport-McMoRan in the finalization of design documents required by Peruvian authorities necessary for issuance of permits.
- Acted as the lead member of the MWH Peru team required to conduct an extensive program of town-hall meetings with residents of Arequipa to provide information as to the technical aspects of the new treatment facilities.
- Worked with both Fluor and Freeport-McMoRan teams to pre-qualify construction contractors for the project.
- Suggested and developed an "early-out" procurement program for project long-lead equipment and material needs. The program was envisioned to ensure that

Willy Nowotny, CCM, DBIA

RELEVANT EXPERIENCE (CONT.)

critical long-lead-time equipment, valves, and piping were available at the Arequipa project site to facilitate the anticipated accelerated pace of construction.

- Acted as advisor to project team on best practices in dealing with the complexities of an accelerated construction project in Arequipa, Peru

Vice President, Director of Operations – District 1 (Eastern United States). Managed the overall success of Operations in the eastern United States.

- The ensured success of project teams at 10 different sites, each providing its distinct challenges and delivery methods. Delivery methods included traditional design, bid, build; construction manager at risk; design-build, and progressive design-build, and extensive experience with EPCM delivery in the Caribbean and South America.
- Oversaw and managed all district business functions, including business development, marketing, estimating, project controls, legal and risk management, safety, and operations.
- Directly responsible for the profit and loss of the individual construction projects and the district as an ongoing business enterprise.
- Participated as the construction expert for Global operations on the internal risk assessment team in evaluating and mitigating risks associated with work as the design engineer for the consortium constructing the expansion of the Panama Canal.

Biwater International – Santo Domingo, Dominican Republic

Country Manager. Managed business and construction operations for a British multinational water/wastewater contractor in the Dominican Republic. Biwater International secured approximately \$145 million in projects awarded by the Dominican government. Oversaw private sector market development.

- Oversaw business and project development with senior Dominican government officials, governors, senators, British Ambassador, and Chamber of Commerce, profit center management, full profit and loss and transaction responsibilities, contracting, accounting, and human resources.
- Supervised design and engineering functions with international and local engineering staff, and corporate design center in Dorking, England.
- Directed construction services, including estimate and budget proposals, preconstruction, construction, and post-construction services.
- Managed human resources development, including recruitment of engineering and management staff, both local and international. Trained and assisted with the career development of local Dominican engineering and construction management staff.
- Developed and implemented policies and procedures to comply with Dominican law and International ISO requirements.
- Managed safety and quality control programs above and beyond local standards
- Acted as Program Director for the design-build construction of the US \$250 million La Romana Water Treatment Facility and Pipeline.

JR Filanc Construction Company - Escondido, CA

Director of Arizona Operations. J.R. Filanc secured \$100 million in projects during the first year, in a construction manager-at-risk market under this qualification-based selection system. This included a \$75-million low-pressure membrane water treatment plant in Yuma, Arizona. Also, the City of Phoenix selected the company to work on its small projects for three years, under a qualification-based selection system.

- Led the company's efforts to expand into the Arizona market.
- Developed the physical and corporate structure for the company in Arizona.

MARK RIVERA, PE, CCM, QSD SCHEDULER

EDUCATION

California State Polytechnic
University, Pomona
BS Civil Engineering

CERTIFICATIONS

Certified Construction Manager
Designated Design-Build
Professional

Mr. Rivera is a senior management professional with broad experience on a distinctive combination of significant projects in multiple construction and engineering industry sectors. A licensed civil engineer and certified construction manager, technically diverse with demonstrated success in providing excellent construction and engineering services to public agencies, government entities and private concerns. Maintains a unique cross disciplinary skill-set that includes; project/program management, construction management, project controls, engineering design and civil engineering land development due diligence. Possesses the ability to identify strategic methods to improve project performance metrics that result in achieving and exceeding sustained operational results while building lasting client and partner relationships.

Relevant Projects:

TRC Companies, Inc., CA

Senior Manager responsible for delivering construction management and project controls services while contributing to the development of new business for TRC in the southern California region.

MNS Engineers, Inc., CA

Senior Manager responsible for delivering construction management and project controls services while developing new business for MNS in the southern California region. Representative projects for this tenure include:

- City of Anaheim – Lenain Water Treatment Plant Improvements, Anaheim Hills, CA
- Water Replenishment District – Groundwater Reliability Improvement Project (GRIP), Pico Rivera, CA
- Vista Canyon Water Factory – Decentralized Sewage Treatment Plant for Recycled Water, Santa Clarita, CA

Vanir Construction Management, CA

Senior Project Manager. On-site Manager in responsible charge for delivering complete construction management services associated with the construction of the Southwest Justice Center - Juvenile Detention Court for the County of Riverside, CA, Economic Development Agency.

MiTek USA, Inc., CA

Senior Professional Engineer. As Senior Engineer, supervised an engineering staff preparing engineering design drawings and analyses for the manufacture of structural components used in the construction of commercial, office, agricultural and residential projects.

Simon Wong Engineering (Kleinfelder, Inc.), CA

Project Controls Manager. For the Perris Valley Line (PVL) Metrolink Project; responsible for deliverables associated with all monthly and quarterly reports, analysis/review/approval of contractors' CPM construction schedule, payment applications and change orders for Riverside County Transportation Commission.

MPR Consulting, Inc., CA

Principal Project Manager/Senior Civil Engineer. Provided construction management and engineering consulting services for a variety of projects. Secured contracts with construction management companies, public agencies and other private concerns. Representative projects for this tenure include:

- CA State Dept. of Water Resources, East Branch Extension – Reservoirs & Pump Stations, Mentone, CA

Mark Rivera, PE, CCM, QSD

RELEVANT EXPERIENCE (CONT.)

- Los Angeles County Sanitation Dept. – Lancaster & Palmdale; Waste Water Reclamation Plant Expansions
- LAPD – Police Admin. HQ Bldg. & Motor Transport Division/Main Street Public Parking - Mixed Use Bldg.
- Charles Drew University – Life Science Research & Nursing Education Building, Los Angeles, CA
- Santa Barbara Community College – Drama & Music Building, Santa Barbara, CA
- California State University, Long Beach – Parking Structure #3, Long Beach, CA

KWC Engineers, Inc., CA

Project Manager/Civil Engineer in responsible charge of design project management; supervised an engineering staff for civil engineering infrastructure projects. Representative projects for this company tenure include:

- Alberhill Ranch; 1000+ Residential Unit Development Project – Lake Elsinore, CA
- Ralph's/Rite-Aid Shopping Center, Corona, CA
- Dart Container Corp.- Manufacturing Facility, Corona, CA
- Murdock/Pacific Clay Products Development, Corona, CA.

Bernards Bros. Construction Management, CA

On-site Manager in responsible charge of delivering complete construction management services associated with the construction of Phase II (Health & Life Science Building and Campus Infrastructure) for a community college campus wide FEMA building replacement program.

Tilden-Coil Constructors, Inc., CA

Project Engineer. Effectively managed and supervised facility modernizations and building additions for several K-12 school projects and miscellaneous projects incidental to the district wide modernization program.

Kajima Construction Services, Inc., CA

On-site project engineer for the ground up design-build delivery of a food processing facility and various other projects. Responsible for providing project supervision, coordination, scheduling of subcontractors and inspections:

- LNMB Technologies; Tenant Improvements (Power Supply Laboratory Buildout), Chatsworth, CA
- Kajima Bldg.; Tenant Improvements (Office Buildout & Sumitomo Bank Remodel), Los Angeles, CA
- Burbank Police & Fire Facility, Burbank, CA
- House Foods Corporation – Food Processing Facility, Garden Grove, CA.

**JEREMIAH
HARRINGTON, CCM,
DBIA
CONSTRUCTION
MANAGER**

EDUCATION

California State University, Long Beach
BS Civil Engineering

PROFESSIONAL AFFILIATIONS

Certified Construction Management (CCM),
Construction Management Association of America
Designated Design-Build Professional (DBIA)

Dedicated and ambitious Project and Construction Manager that thrives working on large-scale, complex projects and for a company with the opportunity for personal and professional growth. With 15 years of progressive experience in the construction, engineering, and development industries is seeking an opportunity as a Senior Resident Engineer of Resident Engineer.

Relevant Projects:

Ninyo & Moore | San Diego, CA

Project Engineer. Performing Project Management duties and overseeing field services for construction project, including the following:

- Overseeing and working with field technicians and special inspectors.
- Marketing and business development including client outreach and preparation of proposals as well as seeking and procuring proposals from subcontractors, including subcontractors in various states and other countries.
- Reviewing RFI's, Change Order Request's, construction schedules daily inspection reports, and laboratory test reports. Tracking changes in work, subcontractor's pay requests, and preparing monthly client invoices.
- Attendance and participation in preconstruction and weekly/monthly progress meetings as well as keeping regular communication with clients, subcontractors contractors, government agencies, and service providers.
- Experience with water, wastewater, pipeline, and roadway Public Works projects, as well as Division of the State Architect (DSA) projects, and private development projects.
- Preparing and reviewing final compaction and special inspection reports.
- Performing regular site visits to projects under construction to track the status of projects, take photographs and notes, and observe the work being performed.
- Examples of projects include Snapdragon Stadium (Mission Valley), San Diego State University; Jones Road Improvements (Oceanside), MKN Associates; UCSD Hillel Center (LA Jolla), Hillel San Diego.

City of Lemon Grove | Lemon Grove, CA

Assistant Engineer. Performing oversight of various Public Works projects and private development projects throughout the City of Lemon Grove as well as assisting the general public with questions, concerns, and Public Records Requests. Duties associated with this position included the following:

- Preparing RFP's, construction estimates, and construction schedules, as well as overseeing design consultants. Projects under supervision included underground utility line repair and replacement, roadway repair and replacement, and public improvements.
- Reviewing private development plans and project documents for conformance with the City's Municipal Code and relevant design standards.
- Meeting with and assisting property developers.
- Holding monthly utility coordination meetings with local utility service providers.
- Interfacing with city residents and addressing concerns.
- Preparing documents for City Council members and attendance at City Council Meetings.
- Member of the City of Lemon Grove Traffic Advisory Committee.

Jeremiah Harrington

RELEVANT EXPERIENCE (CONT.)

VO Engineering | San Diego, CA

Joined VO Engineering as a Senior Staff Engineer to perform project specific duties associated with a San Diego Gas & Electric wood to steel conversion project, replacing wooden utility poles with steel utility poles. Duties performed included the following:

- Attending preconstruction meetings and safety meetings prior to work being performed.
- Reviewing available and pertinent project documents for each site.
- Observing drilling of pier and micro-pile foundations, grout placement and load testing.
- Reviewing laboratory testing of soil and construction material.
- Preparing final reports describing services performed.

AESCO, INC. | Huntington Beach, CA

Staff Engineer/Laboratory Manager/Field Technician. Performed progressive duties while employed at AESCO, Inc. Began as a Laboratory Technician, then Field Technician, Laboratory Manager, and finally Staff Engineer. Duties performed while at AESCO, Inc. include the following:

- Laboratory testing of soil, concrete, masonry, and steel.
- Field observation and in-place density testing during earthwork and AC operations.
- Performing field sampling and testing of concrete materials.
- Overseeing field and laboratory technicians and special inspectors.
- Reviewing field reports, field data, and laboratory test data.
- Maintain laboratory equipment and laboratory certifications and accreditations.

JOSEPH E. STEINMETZ

Scheduler

SUMMARY

Joe Steinmetz is a highly reliable project controls specialist with 13 years of experience on large, complex projects in water/wastewater, oil and gas refinery, mining and energy. His experience includes scheduling, cost controls, systems implementation, estimating, change management, and construction management.

Joe is skilled in project setup, scheduling, budgeting and work breakdown structure creation, and has an excellent ability for engineering and material forecasting. A talented communicator, he has an advanced ability to train teams and mentor subordinates.

RELEVANT EXPERIENCE

Project Controls Specialist | CM Solutions | Monrovia, CA

2017 – Present

GRIP | Water Replenishment District | Pico Rivera, CA
RP-4 Trident Filters Rehabilitation & Replacement | IEUA | JF Shea
Concrete Lining Repair Phase 2 | LACSD | JF Shea
Wellfield Emergency Generator | Calleguas Municipal Water District | Stronghold | Moorpark, CA
Baldwin Pumping Plant | EMWD | Olsson Construction
Schedule Conversion | LACSD | Bulk Handling Systems | Los Angeles
HCFIP Program for Pleasant Valley State Prison | California Department of Corrections and Rehabilitation | Bowe Contractors

- Assisting with collaborative scheduling services providing both contractor schedule development and monthly updates
- Meet with contractor and prepare schedule updates, including monthly reporting for 5 diesel backup generators and related SCE equipment yard for water district wellfield
- Prepare baseline schedules with cost loading, and monthly updates for multiple projects
- Time impact analysis to support schedule delay claims

Analyst I, Project Controls | WorleyParsons | Arcadia, CA

2016-2017

Chevron Richmond Modernization Project, Arcadia and Richmond, CA
SoCalGas Gas Transmission Compressor Station Upgrade Project, Arcadia, CA

- Change Management total installed cost estimating and coordination



Education

BSc, Accounting, California State Polytechnic University, Pomona, CA

Professional Certifications

Professional Organizations

Software

Primavera P6
 InControl
 Prediction+
 Oracle
 Smart Plant Materials
 MS Office (Word, Excel)

Core Skills

Scheduling
 Cost Engineer
 Change Management
 Time Impact Analysis

- Procurement Reporting including accruals, cash flow, forecasting and arrival on site tracking
- Site rotation for construction management support including site walks, progress verification, compilation of contractor data and reporting

Systems Analyst II, Systems Implementation and Support | WorleyParsons | Arcadia, CA

2013-2016

BPXA Arctic Program, Anchorage Alaska and Arcadia California

Canpotex Portland Bulk Terminals Expansion Project, Seattle Washington

Celanese Fairway Project, Houston Texas

Kami Iron Ore Project, Toronto Canada

MacKay River Commercial Project, Calgary and Fort McMurray Canada

New Zealand Growth Project, Arcadia California

Sasol US Gas-To-Liquids Project, Houston Texas

- Implementation and training of project controls systems in offices across North America
- Rotation to job site in Fort McMurray for training of construction staff
- Setup of work breakdown structure for engineering, material and construction
- Lead strategy meetings for engineering, material and construction procedure in relation to total installed cost and progress reporting
- Participated in system support, resolution management of service tickets, system patch testing for bugs and improvements.

Analyst I, Project Controls | WorleyParsons | Arcadia, CA

2009-2013

SAMREF Clean Fuels Project, Arcadia California

- Lead cost controller on several major process units
- Produced the monthly progress and cost report while also being active in the overall engineering forecast
- Highly active in implementation of a new total installed cost system
- Lead the equipment and material quantity tracking and forecast in the newly implemented cost system
- Produced the monthly internal corporate financial statements and report

Analyst Associate, Project Control | WorleyParsons | Arcadia, CA

2007-2009

Chevron Pro + Projects, Arcadia California

- Change management coordination and reporting
- Participated in compiling actual cost, hours and forecast for monthly project reporting
- Day trips to the refinery to support construction reporting and auditing

MICHAEL WEBB, PMP

Principal Scheduler / Planner

SUMMARY

Michael Webb is a Chief Project Controls Specialist with 25 years of experience in Project Controls and Project Management. His skillsets include advanced knowledge of project planning, scheduling and earned value formulation. Mike has worked on very complex design-build refineries, utilities, and water plants. He understands how a project comes together from concept to construction and is skilled with integrating multiple projects of various phases into a complete picture.

RELEVANT EXPERIENCE

Principal Scheduler / Planner | CM Solutions | Monrovia, CA
2015 – Present

- *Water Resources District, GRIP, Pico Rivera* – Collaborative scheduling services providing both contractor schedule development and monthly updates along with construction management oversight and reporting. Lead weekly schedule status review meetings with owner and contractor.
- *Huntington Memorial Hospital, Pasadena, CA* – Provide integrated project schedule, including baseline schedule with monthly updates, for multiple seismic upgrades and capital improvement projects for large hospital.
- *California Department of Corrections and Rehabilitation / Bowe Contractors* – HCFIP Program for California Correctional Institute and Pleasant Valley State Prison. Contractor’s scheduler for health care, pharmacy and dental care buildings renovation and upgrades.
- *California Department of Corrections and Rehabilitation* – Pleasant Valley State Prison – Contractor’s scheduler for waste water treatment facility upgrades.
- *Palm Springs Wastewater Treatment Plant Upgrade / Veolia* – Provide schedule review of contractor’s baseline schedule and monthly updates.
- *Los Angeles World Airport / Steve Bubalo Construction* – Expansion and upgrade to electrical, domestic and fire water systems at Center Way, Park One and Theme Building areas at LAX.
- *WOL JV Silver Lake Reservoir Project* – Relocation/building new Reservoir Storage Facility at 43-acre Headworks spreading grounds.



Education

PMP, Project Management Institute, 2001

MBA, Northeastern University, 1995

B.S. Industrial Management, University of Lowell

Professional Certifications

PMP

Professional Organizations

AACE, member

Software

MS Office
Primavera P6

Core Skills

Scheduling
Project Planning
Project Management

- *Carollo Engineering/ CH2M Hill a Joint Venture and the City of Riverside's Project - Riverside Water Treatment Plant Expansion (\$192M)*. This major upgrade to the existing plant included extensive civil, structural, mechanical, electrical and instrumentation work.
- *Dept. of Water Resources / Ames Construction – Cherry Valley, Crafton Hills, Citrus Pump Stations – Expansion/upgrade of existing facilities (Cherry & Crafton) and new pump station with office, storage buildings and new switchyard.*
- *EMWD – On call reviews for 12 projects ongoing within this water district; co-author of a new schedule specification, review of contractor's baseline and update schedules, reviews of various time impact analysis and narratives submitted to the Owner.*

Chief Project Controls Specialist | WorleyParsons | Monrovia, CA

2005 – 2014

- *Chevron – South Africa Clean Fuels II – Multi-Aspect Refinery Upgrade and Expansion Project*
- *ExxonMobil – Point Thomson Project – Upstream Arctic Modular EPC Project.*
- *SAMREF – Clean Fuels Project – Multi-Aspect Refinery Upgrade and Expansion Project.*
- *Chevron – Richmond Bundled Projects – Hydrogen Compressors Upgrade. Facilities upgrade including installation of several new compressors, existing equipment upgrades and all required piping and utilities.*
- *BP – Exploration Alaska Program – GC2 Emulsions Handling Phase 1A.*
- *Conoco Phillips – Ultra Low Sulfur Diesel – Hydrotreater Project*
- Responsibilities included: Created Level 2 and Level 3 Detailed Engineering Schedules utilizing an Interactive Planning Process. Progressed Detailed Engineering Schedules (weekly and monthly basis) utilizing Primavera P6 scheduling software and WorleyParsons progress management system. Managed Project Performance reporting against established baseline data and produced detailed Level 3 schedules showing current versus planned data.
- Integrated procurement tracking system to overall project schedule. Evaluated & reported on engineering disciplines progress using Earned Value methodology. Produced progress charts by discipline on manpower levels, progress and forecasts.
- Provided project performance analysis and recommendations for project improvements to Project Manager, project team and client on project progress and schedule achievement.

Project Scheduling Manager | CRB Builders | St. Louis, MO

2001 – 2003

- *Biotech: Clinical Manufacturing Facility – Project Scheduling Manager*
- *Abgenix – Fremont, CA (18 month schedule, \$160M)*
- Developed Master Schedule (Primavera) working with Abgenix and all subcontractors directly, ensuring all parties commitment and understanding. Regularly met with Abgenix, construction consultants and subcontractors to review schedule, and evaluate actions necessary to mitigate schedule risks. Assessed overall project schedule progress and prepared detailed progress monthly reports.
- Managed “punch-list” activities, creating MS Access database to handle data and provide various reports. Worked directly with Abgenix and subcontractors to quickly resolve all punchlist items.

Project Manager | GTE Technology Organization | Cambridge, MA

1998 – 2000

- *Ingram Micro – WAN assessment and Global WAN RFP*
- *Federal Reserve Information Technology – IT Architecture Evaluation*
- *Artnet.com – E-business architecture assessment and design*
- *Kuwait Computer Company (Kuwait City, Kuwait) – ISP Business Planning*
- *Pacific Cellular Corporation (Taipei, Taiwan) – ISP Business Planning*
- *Sylvan Learning Centers – Network Security Policy and Procedures*

AMANDEEP SINGH BAJWA, PMP

Cost Engineer

SUMMARY

Mr. Amandeep Bajwa is a dynamic and energetic professional with 7 years of experience in cost controls, estimating and project management of multimillion-dollar complex construction projects including compressor stations, highways, bridges and airports. He is experienced in cash flow projections, estimating, negotiating contracts and change order management. He is a team player with a great attitude and thrives in a deadline-driven environment.

RELEVANT EXPERIENCE

Cost Engineer/Estimator | CM Solutions | California

2019 – Present

Southern California Gas, Construction Phase of Blythe Compressor Station (\$289M)

- Monitor and forecast for general contractor & ancillary construction support contracts.
- Forecast, monitor & control integrated CM owner team expenses.
- Prepare check estimates; negotiate contractor change orders; assist change management team with negotiating change orders/claims.
- Estimate additional scope of work; budgeting and cash flow forecasting.
- Quantity survey work installed on site; review general contractor's weekly reports, monthly invoices and processing in SAP.
- Monitor actual field changes, project progress, contractor's staffing levels and minimize deviations such as cost overruns.
- Compile monthly field information related to cost status; incorporate into internal monthly report for management review.
- Participate in contractor's weekly progress meetings, change management and cost control meetings.
- Review RFI's with project engineer to identify potential change orders for cost impact.

Multiple Roles | Larsen & Toubro Limited

2011 – 2016

Sheikh Khalifa Interchange (\$162M, included 4 bridges, a tunnel etc.)

Mafraq-Ghweifat Highway (\$274M, 32 miles, 3 bridges)

Abu Dhabi Airport Expansion/Midfield Terminal Complex (\$257M)

Construction Manager, Abu Dhabi, U.A.E.

- Promoted to CM role to plan, schedule, execute & control construction of a 10mile section of highway.

Education

MS, Civil Engineering,
University of Kansas

BS, Civil Engineering, Nagpur
University

Professional Certifications

PMP
Green Belt – Lean Six Sigma
OSHA 30

Professional Organizations

PMI
AACE

Software

SAP
ECM
Procore
Onscreen Takeoff
HCSS
Primavera P6
MicroStation
MS Office Suite

Core Skills

Cost Controls
Earned Value Management
Estimating
Bidding
Change Management
Contract Negotiation
Project Management
Problem Solving

- Oversaw subcontractor's work, addressed RFI's, coordinated the execution work to drive productivity as planned, solved day-to-day challenges and managed subcontractor invoices.
- Liaised with legal team to review and issue contracts to subcontractors and external trade partners. Sourced, negotiated pricing of 200+ items & saved \$1.5M and established blanket purchase agreements.
- Drove improvements, resolved issues; suggested digitalization solutions that decreased survey time by 50% & cost by 75%.
- Estimated resources, costs, durations, prepared the budget and assisted in the preparation of resource loaded schedule.
- Analyzed project status and prepared progress reports (earned value management) highlighting cost & schedule performance and providing all concerned parties with regular feedback.
- Provided technical support in construction planning, quality control, interpretation of design, application of construction methods, resolution and documentation of design conflicts, and constructability reviews.
- Updated company database for progress photos, schedule, risk and cost data to be used for future projects.

Project Engineer/Cost Estimator, Abu Dhabi, U.A.E.

- Prepared detailed estimates by performing quantity takeoff from contract documents for excavation, earthwork, subgrade, IRS, underground utilities, concreting and pavement works.
- Identified in-house resource availability to perform sections of project work, to support preparation of RFP's, soliciting bids, proposal evaluation, communication with the bidders, finalizing subcontracts.
- Monitored scope change requests; advised client about effect on cost, schedule, quality; informed project team on approved changes.
- Compared pricing of alternate work methods; calculated & monitored productivity and expenditure against budget.
- Monitored estimated vs. actual cost, performed change management & control activities.
- Collaborated at weekly progress meetings with field engineers and subcontractors to oversee job progress & coordinate work.
- Single-handedly managed the project from first Interim Payment Application to project closeout report preparation, which included quantification of work done at the site, change order estimation and coordination with the client for timely approval.

Bidding & Estimation Engineer, Chennai, India

- Compiled tenders for several infrastructure construction projects in India & UAE; secured 4 out of 9 bid build projects.
- Liaised closely with key stakeholders including clients, senior management and engineering alliance partners to manage their needs and meet their expectations, and managed bid phase services.
- Identified and selected innovative solutions, identified risks, performed value engineering activities and engaged with subcontractors & suppliers to ensure competitive bids.

On-Call Contracts

The MKN team has performed successfully on 15 On-Calls for Clients and project types that are similar to the Districts contract. Many of the relationships with these agencies extend back to the start of the company, and our continued presence demonstrates the quality, responsiveness and value our firm can deliver.

Key Experience Take-Aways

1. PM with past Districts CM contract experience
2. MKN performance on 10+ On-Calls with similar experience
3. MKN team members' experience working on some of the Districts's largest capital projects over the last five years



Gunner Ranch West Wastewater Treatment Plant and Sewer Trunk Line

Gunner Ranch Inc., County of Madera, CA

OWNER: Gunner Ranch Inc., County of Madera

KEY PERSONNEL: Matt Willbanks, PE -
Construction Management

DURATION/KEY MILESTONES: Ongoing
- Project is currently on-track to be completed within the proposed timeline

CLIENT CONTACT:

Ahmad M. Alkhayat | Director
200 West 4th Street
Madera, CA 93637
(559) 675-7811
mcbuilding@maderacounty.com

BRIEF DESCRIPTION

MKN is serving as the Owner's Representative, providing construction management services for construction of a membrane bioreactor (MBR) wastewater treatment plant and over four miles of 27- to 30-inch sewer trunk line that will serve the 1,000+ acre Gunner Ranch West mixed-use development. The facilities will become part of a Madera County Community Service Area and will be owned and operated by Madera County. MKN is performing on-going construction observation, materials testing, and inspection services and ensuring construction contract compliance. In addition to managing the construction documents (submittals, RFIs), MKN is also serving as the Owner's Engineer, reviewing technical submittals for compliance with the design and contract documents. To streamline document tracking, MKN developed a custom document tracking system to manage construction document workflows, track submittals (e.g shop drawings, RFIs, change orders, etc.), develop project construction correspondences, generate reports and logs, and serve as the tool for tracking all construction documents.



Albert Robles Center (ARC) Advanced Water Purification Facility

Water Replenishment District of Southern California, CA

OWNER: Water Replenishment District of Southern California

KEY PERSONNEL: Peter Brennan, PE, CCM - Construction Manager; Jason Mate - Assistant Resident Engineer

DURATION/KEY MILESTONES: 2015 - December 2019

CLIENT CONTACT:
Phuong Watson | Project Manager
4040 Paramount Blvd.
Lakewood, CA 90712
562.275.4246
pwatson@wrdd.org

BRIEF DESCRIPTION

Jason Mate served as the Assistant Resident Engineer. Jason handled all aspects of the construction management of the project including document control, submittals, RFIs, scheduling, inspection oversight and assistance, special inspection coordination, pay estimate review, extra work claims, change order tracking and negotiations, weekly meetings, start up & commissioning. MKN's Peter Brennan served as the Construction Manager. Peter oversaw the construction management team who provided quality assurance to this \$110M Advanced Water Purification Facility which was being delivered as a Design Build Project. The project included an offsite brine pipeline, injection wells, buried raw water reservoir, two story operations and education building, and treatment building with associated process, chemical systems and pumping. The facility included LEED certification, startup and testing, specialty inspection, and coordination with Districts and Army Corps of Engineers.



Lenain Water Treatment Plant Rehab and Expansion

City of Anaheim, CA

OWNER: City of Anaheim

KEY PERSONNEL: Peter Brennan, Construction Manager; Mark Rivera RE/Scheduler, Gary Bohnisch, Inspector

DURATION/KEY MILESTONES: August 2018 - June 2020

CLIENT CONTACT:

Joel Jordan | Anaheim Public Works
201 South Anaheim Blvd., Anaheim, CA 92805
714.231.8368
jjordan@anaheim.net

BRIEF DESCRIPTION

\$10M project to expand and rehabilitate the Lenain Water Treatment Plant for the City of Anaheim. Work included demolition, grading, retaining walls, replacement of reservoir inlet valves, installation of 1000 lineal feet Of new 36-inch CML&C steel plant effluent piping, steel tank rehab, replacement of plate settlers, replacement of lamella plates, orifice plates, rapid mixer and flocculation mixer, washwater balance tank improvements, replacement of valves, actuators and chemical piping at the chemical feed facilities, electrical and instrumentation improvements and other appurtenant work.

CHALLENGES AND RESOLUTIONS

There were many challenges on the project resulting from design issues and aged and failing equipment which were discovered during the plant shutdown. The CM, RE and Inspector worked closely with the operations staff, contractor and designer to identify design deficiencies and assist with implementing design changes.



Additional Construction Management Experience

| Construction Management / Inspection Services | |
|--|-----------------------|
| Various Recycled Water Pipeline Projects | City of Fresno |
| Various Sewer System Rehabilitation and Replacement Projects | City of Fresno |
| Various Projects | East Niles CSD |
| Various Projects | Nipomo CSD |
| Office Waterline Project | East Niles CSD |
| Office Sewer Project | East Niles CSD |
| Rosewood PS Relocation Project | East Niles CSD |
| Water Treatment Plant | City of Paso Robles |
| Lift Station #1 Manhole Rehabilitation | City of Arroyo Grande |
| Creek Sewer Rehabilitation | City of Arroyo Grande |
| Sewer and Storm Drain Pipe Lining | City of Arroyo Grande |
| Trusspro Sewer Repair | City of Guadalupe |
| Pasadera Development Construction Observation | City of Guadalupe |



4 COST INFORMATION

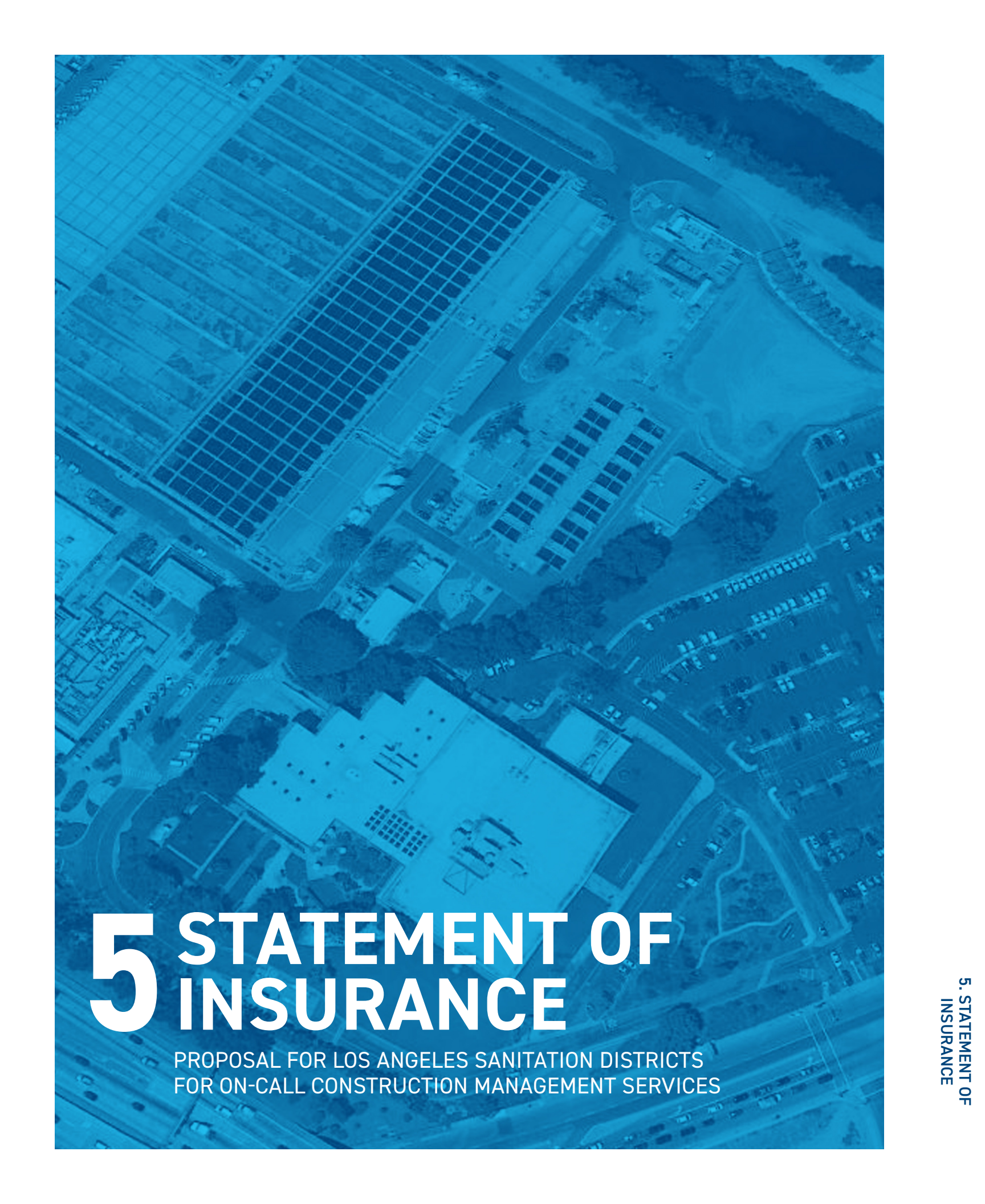
PROPOSAL FOR LOS ANGELES SANITATION DISTRICTS
FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES



SECTION 4

COST INFORMATION

Cost information has been submitted separately in a sealed envelope.

An aerial photograph of a city grid, likely Los Angeles, with a blue color overlay. The grid consists of numerous streets and buildings, with some green spaces and trees visible. The overall tone is a deep, uniform blue.

5 STATEMENT OF INSURANCE


PROPOSAL FOR LOS ANGELES SANITATION DISTRICTS
FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES



SECTION 5

STATEMENT OF INSURANCE

MKN has reviewed the indemnification and insurance requirement of the RFP and are able to meet the insurance coverage requirements.



Arroyo Grande/Corporate Office
530 Paulding Circle, Ste. B
Arroyo Grande, CA 93420

Bakersfield
1800 21st St., Ste. C
Bakersfield, CA 93301

Fresno
8405 North Fresno St., Ste. 120
Fresno, CA 93720

Irvine
16310 Bake Parkway
Irvine, CA 92618

Oceanside
702 Civic Center Dr., Ste.104
Oceanside, CA 92054

San Jose
101 Metro Dr., Ste. 370
San Jose, CA 95110

Santa Clarita
23942 Lyons Ave., Ste. 215
Newhall, CA 91321

Ventura
121 North Fir St., Ste. G
Ventura, CA 93001



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
Approved Drug and Alcohol Testing Policy

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

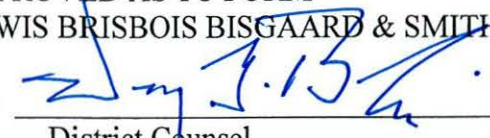
By: 
Chairperson

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

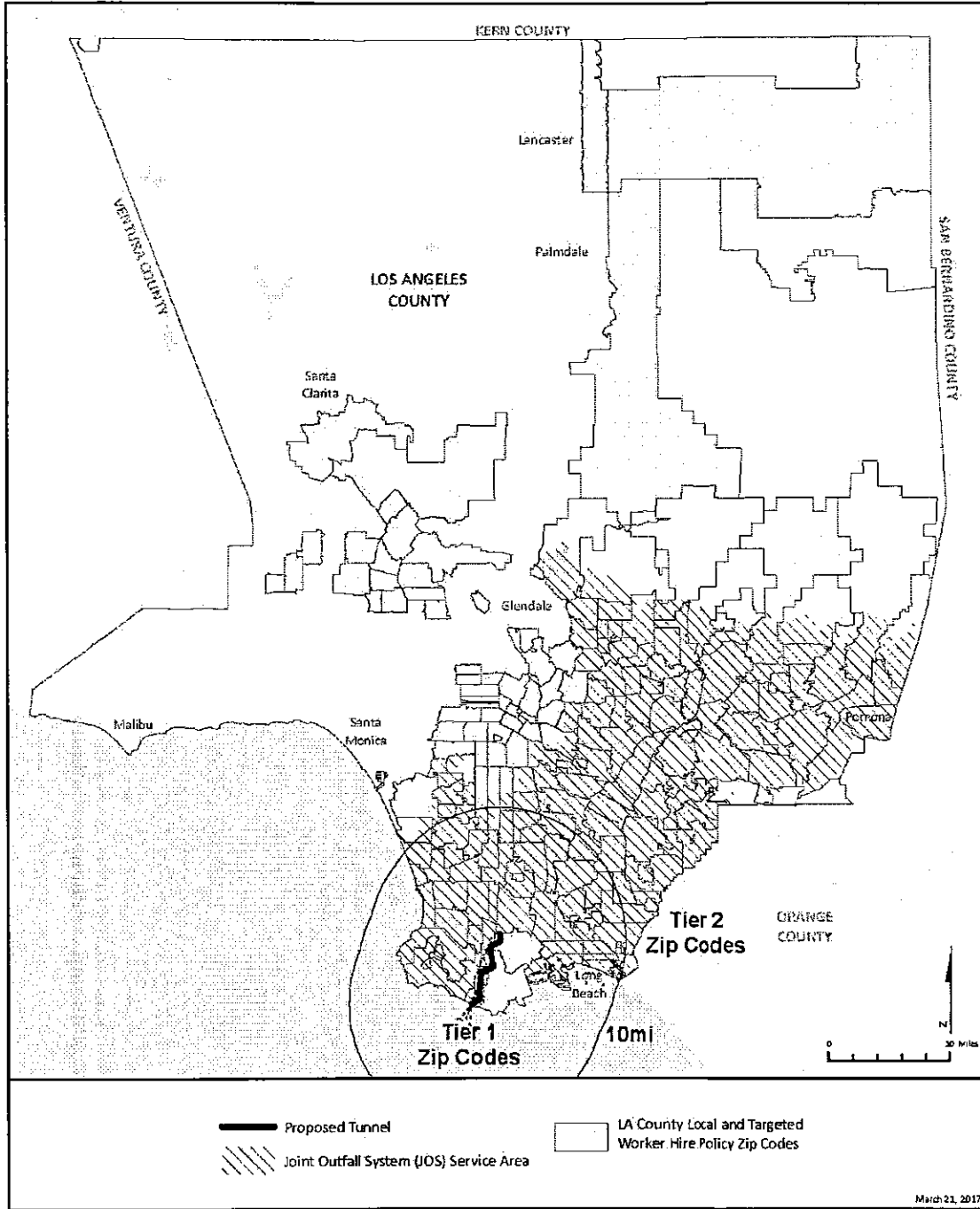
Tier 1 Zip Codes

| | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 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

SECTION 4

COST INFORMATION



23942 Lyons Ave., Ste. 215
Newhall, CA 91321
661.382.8515 [PHONE](#)

2023 FEE SCHEDULE
FOR PROFESSIONAL CM SERVICES
MKN CPM, LLC

ENGINEERS AND TECHNICAL SUPPORT STAFF

| | |
|--------------------------------|----------|
| Principal Construction Manager | \$252/HR |
| Construction Manager | \$214/HR |
| Resident Engineer | \$196/HR |
| Assistant Resident Engineer | \$178/HR |
| Construction Inspector | \$173/HR |
| Administrative Assistant | \$70/HR |
| Scheduler | \$165/HR |

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

| | | | |
|---|------------------|---|-----|
| Outside Reproduction | Cost | + | 10% |
| Subcontracted or Subconsultant Services | Cost | + | 10% |
| Travel & Subsistence (other than mileage) | Cost | | |
| Auto Mileage | Current IRS Rate | | |

