

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 Hazen and Sawyer, a California corporation (“Consultant”), DIR Registration No. 1000018843. 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: Hazen and Sawyer
Address: 800 W. 6th Street, Suite 400
Los Angeles, CA 90017
ATTN: Norm Bradley, PE

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

16. Governing Law, Dispute Resolution and Litigation

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

17. Severability

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

18. Entire Agreement

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

19. Action by Chief Engineer

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

[CONSULTANT]

Morgan S Bradley

10/17/23

Hazen and Sawyer

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

By: _____
Chairperson

Attest:

Secretary

Approved as to Form:

Lewis Brisbois Bisgaard & Smith LLP

By: _____
District Counsel

EXHIBIT A

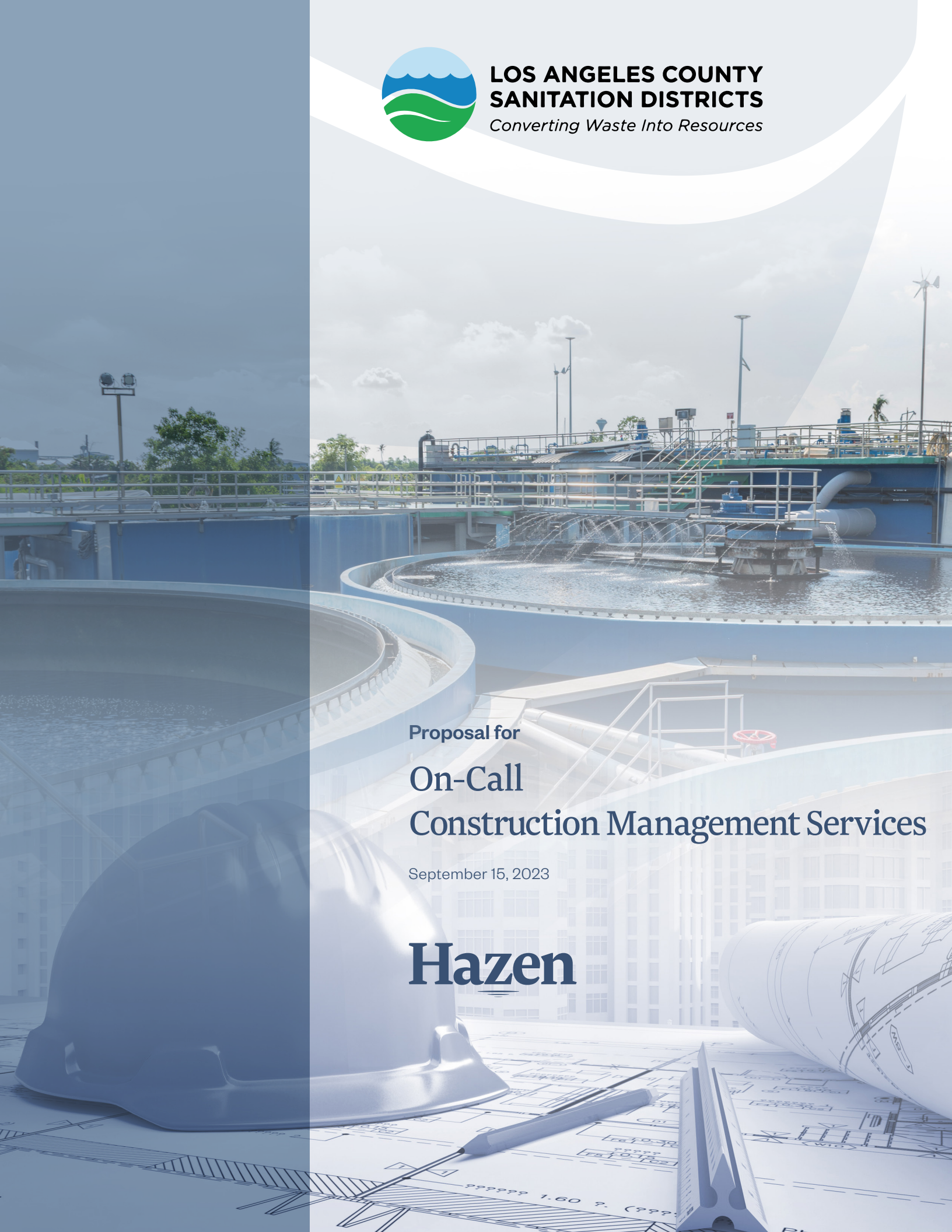


**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Proposal for
**On-Call
Construction Management Services**

September 15, 2023

Hazen





Hazen and Sawyer
800 W. 6th Street, Suite 400
Los Angeles, CA 90017 • 213.234.1080

September 15, 2023

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

Re: RFP for On-Call Construction Management Services, District #2

Dear Mr. Vakharia:

Hazen and Sawyer is pleased to submit this proposal for construction management services with Los Angeles County Sanitation District #2. Hazen has been honored to partner with you for the last several years on some of your most challenging programs, and we look forward to demonstrating our capabilities in construction management through this submittal and the assignments that may follow.

Since 1951, Hazen has focused exclusively on utilities like LACSD – large, urban, water and wastewater public agencies. Hazen is the number-one firm ranked by *Engineering News Record's* annual reporting focusing exclusively on the water environment field. This exclusivity brings some of the industry's toughest challenges to our doorstep and some of the most talented and dedicated experts to our team. We are headquartered in the East but have grown progressively West. Many of our relevant on-call projects have drivers similar to LACSD's portfolio – aged infrastructure and complex coordination challenges for in-street work in urban environments.

Hazen is currently delivering two high profile programs for LACSD; we look forward to continuing to expand the breadth of our LACSD support

Hazen is currently serving LACSD as your wastewater process expert for the JTAP program, developing conceptual designs and cost estimates to retrofit the Joint Water Pollution Control Plant (JWPCP) for up to 150 MGD of recycled water by 2037 as a component of the Pure Water Southern California program with the Metropolitan Water District of Southern California. We are also working with LACSD's planning team to deliver 12 climate change adaptation plans (one for each of the 11 wastewater treatment plants, plus a report focused on the collection system) for the state board. These programs featured Hazen mobilizing large teams of parallel resources to develop multiple parallel, coordinated deliverables on a challenging schedule. We understand that a key selection criterion is responsively delivering capable, qualified staff, and we point to our successful delivery of past projects for LACSD as our commitment to building on our successful relationship with you through our highly skilled construction management team.

Job no

Hazen has significantly increased our local California capabilities in the past decade; we are now at over 125 engineers in California, with more than 60 staff in Southern California. Our *Statement of Qualifications* will provide more detail into our construction management experience, and our *Individual Qualification Information* will provide specific staff we are proposing for the roles of construction manager, scheduler, and cost estimator.

Beyond our firm and individual resumes, we offer assurance that LACSD is the highest priority within Hazen; we are committed to finding areas where we can continue serving and furthering our relationship. We are eager to demonstrate our commitment by introducing you to more of our leadership team and our comprehensive range of services.

Consistent with your RFP, we confirm that we can meet the insurance requirements specified and that I am authorized to execute legal documents on behalf of Hazen. We do not have any conflicts of interest concerning potential assignments in District #2. Thank you for considering Hazen and Sawyer for this opportunity. Feel free to contact me at (917) 881-9651 if we may be of service in any way.

Very truly yours,

A handwritten signature in blue ink that reads "Norman S. Bradley". The signature is written in a cursive style with a large, sweeping flourish at the end.

Norm Bradley, PE, DBIA Assoc.
Vice President

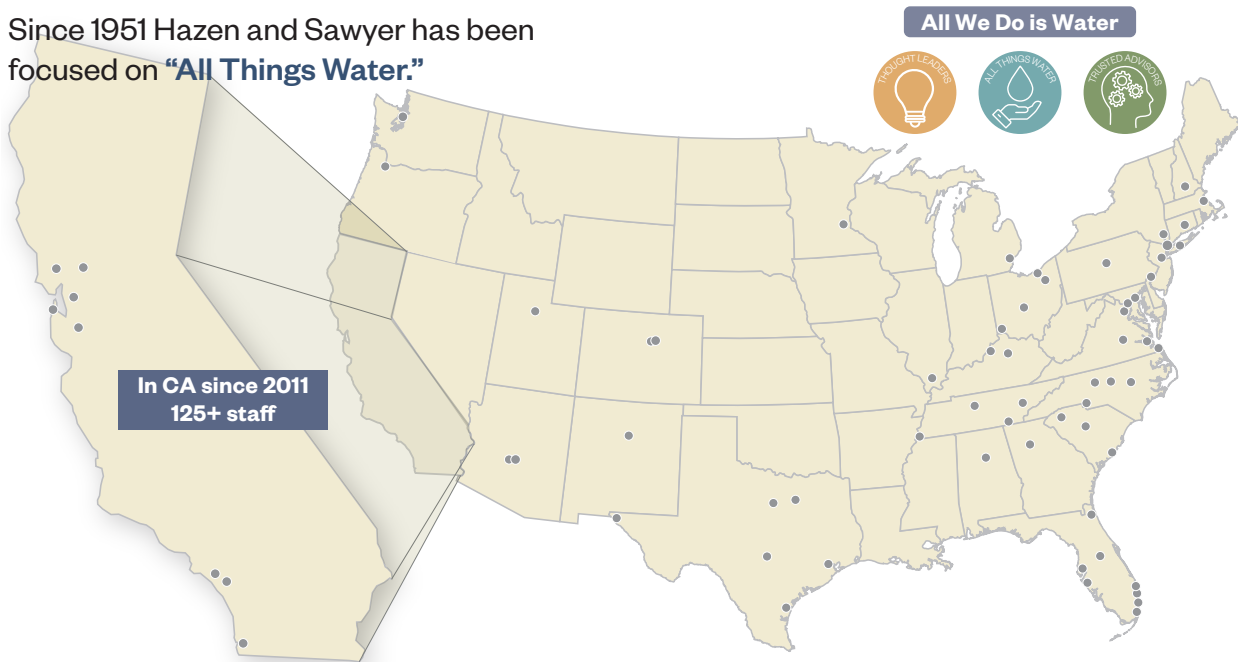
Statement of Qualifications for the Proposer

Hazen is a nationally recognized engineering firm with the **local experience** and expertise to provide construction management and staff augmentation services to support the District’s wastewater capital and maintenance improvement program.

With more than 300 CM professionals rooted in the water resource industry, we are ranked #1 in providing CM services for water resource infrastructure based on earnings per *Engineering News Record*. Our team of construction managers, schedulers, and cost estimators are experts in resolving the unique construction challenges associated with complex water and wastewater infrastructure projects, we are the right team to help you improve your wastewater and collection system.

Hazen

Since 1951 Hazen and Sawyer has been focused on “All Things Water.”



Selection of Services Provided

- Construction Management
- Recycling
- Condition Assessment
- Pipelines
- Pump Stations
- Structural
- Wastewater Treatment
- Water Resources



in Water Engineering
Hazen is committed to maintaining our position as a leader in advanced water and wastewater technologies.



We have grown to **1,600+** staff members across **68+** cities in U.S.

Firm Qualifications

Over the past seven years, Hazen has managed construction projects totaling \$8 billion in wastewater, including conveyance systems, pump stations, and treatment facilities.

Project Services and Understanding

The Los Angeles County Sanitation Agency comprises 24 independent districts, including 78 cities and unincorporated areas. To serve the wastewater needs of the Districts, the system includes eleven (11) wastewater treatment plants, an extensive wastewater collection system, pump stations, and recycling and energy recovery facilities. Hazen has performed project work at each of your wastewater treatment plants, having developed climate change adaptation plans for LACSD that assess infrastructure needs to make LACSD's facilities more resilient to evolving climate conditions. Hazen is also a leading member of the PureWater Southern California program, transitioning the 400 MGD JWPCP to provide up to 150 MGD of source water for regional recycling needs.

To maintain the system and meet demands, the District implements a robust construction program that sometimes exceeds 40 or more concurrent construction projects. Construction projects generally relate to rehabilitation/maintenance or upgrades to the District's wastewater treatment plants, pumping plants, sewer lines, and landfills. To assist in this robust construction program, the District is seeking staff augmentation support in the areas of Construction Management, scheduling, and cost estimating in District #2. We understand the scope does not include survey or construction inspectors, skills that will be provided directly by LACSD team members. Hazen has the experience and CM experts to assist District #2 in managing these projects.

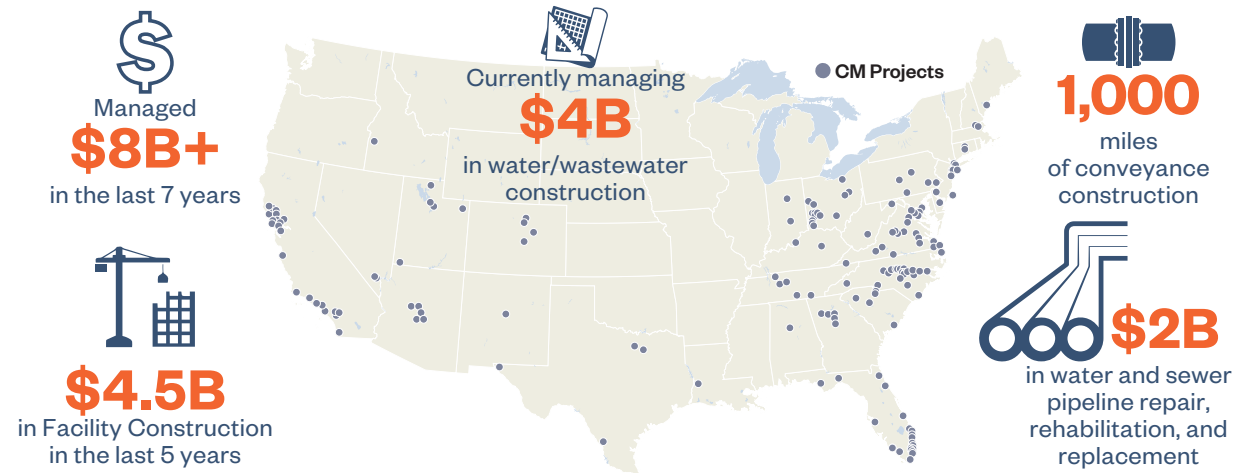
History and Description of the proposer

Hazen and Sawyer is not proposing any subconsultants for this project; we affirm we are qualified and capable of providing the full range of scope you itemized in your RFP. The Hazen Team has decades of experience providing As-Needed Construction Management services for municipalities and government agencies nationwide. Locally, Hazen is providing construction management services to support Union Sanitary District's \$485 million secondary treatment plant upgrade, San Francisco Public Utility Commission (JV) task order contract, and City of San Diego's \$40 million Lakeside Flow Control Facility. Nationally, as the leading domestic engineering firm exclusively focused on water, we provide construction management services to some of the most challenging programs in the field. Hazen does not have "profit centers," and growing our relationship with LACSD into new types of work is of the highest priority; we encourage you to talk to peers in LACSD who have seen us bring in leading experts to serve you and deliver high-quality work on the JTAP and climate change programs.

Hazen has over 1,600 employees ready to serve LACSD. Functionally, we have identified three candidates in each of the three categories you identified (construction manager, scheduler, cost estimator) for your consideration. We have Southern California offices in Los Angeles, Irvine, and San Diego. We note we have successfully mobilized large, coordinated teams for LACSD field programs on both the JTAP and climate change projects.

Experience Providing Each Type of Service Requested

Our Team’s local and national treatment, pump station, pipeline and rehabilitation experience is specifically suited to provide the technical skills, and experience required for District #2 to reach its goal of improving the treatment and collection system while maintaining operational reliability.



Our team’s wealth of wastewater treatment construction experience is exemplified by the project list provided. We will leverage our experience and lessons learned to ensure that your system remains operational during construction and meets all permit requirements.

Our extensive experience has taught us to always look ahead and proactively identify potential issues. This proactive approach fosters collaboration, prevents spills, and keeps projects on schedule. Anticipation and early identification of issues allow us to provide our clients with innovative solutions to the myriad of challenges often encountered during wastewater collection and treatment plant construction projects. Due to this experience, it has allowed us to develop and implement proven procedures that provide safe, high-quality projects to our many repeat clients.

Client	Project Name	Description	Const. Cost
City of Baltimore	As-Needed CM services for Sanitary Sewer Projects	CM/inspection for wastewater facilities	\$280 M
City of Baltimore	As-Needed PM/CM Services for Water Replacement	Program and Construction management services for water replacements	\$150 M
Anne Arundel County	SPS Generators I, SPS Generators II, Annapolis Valve Vaults I and II. SPS Upgrades Phase II.	CM for horizontal and vertical Water and sewer projects	\$80 M
Washington, D.C.	As-Need CM&I services	CM&I for water, sewer, and stormwater facilities	\$60 M
NYC Dept. of Env. Planning Bureau of WW Treatment	Water and sewer project	Green Infrastructure & Stormwater CM/inspection	\$71 M
City of San Diego	CM for Lakeside Valve Station Replacement	CM for replacement and expansion the existing raw water flow control facility	\$25 M
NYC Department of Env. Planning DEPA	On-Site CM	Water and sewer project green infrastructure	\$11 M
New York City Department of Design and Construction	CM for Large Infrastructure	Horizontal water and sewer CM	\$65 M
City of Gilbert	Pre-Qualified Technical Registrant W/WW	CM for horizontal and vertical water, sewer and reclaimed water projects	\$10 M
City of Buckeye	Water/Wastewater On-Call	CM for horizontal and vertical Water and sewer projects	\$125 M
City of Chandler	Water/Wastewater On-Call	CM for water and reclaimed water treatment plants	\$8 M
Union County	West Fork and West Fork Interceptors	Full Service CM Horizontal (SS)	\$17 M
Charlotte Water	Irwin BFP Facility	Full Service CM for WWTP	\$3 M

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Construction Management

With our firms' decades of construction management experience, we have performed CM services on some of the most complex projects across the country. We understand the pitfalls to be expected and areas of concern to be noted on wastewater construction projects. It is this experience that will allow our CM's to properly prepare for and proactively address construction issues in the field. Our planning and preparation will help to mitigate or eliminate opportunities for the development of changing conditions during construction.

We have mastered the best way to proactively minimize risks and avoid project delays. We have the expertise to help control costs, schedule, and ensure quality. In addition to offering skilled construction managers, we use proven risk and claims avoidance methods such as strict document control, pre-construction activity meetings, shutdown and tie-in meetings with operations, continuous schedule monitoring along with independent schedule review meetings, early start-up and testing planning, and the timely handling of all documents and requests.

We use the latest technologies to expedite RFIs, the review and markup of as-built drawings, and the documentation process, thereby reducing delays and providing accurate information in the field at all times. Our experienced construction managers are adept at using Procore, Bluebeam, One Drive/SharePoint and most major off-the-shelf online collaboration, document control, and file sharing software.

We are experienced providing On-Call Construction Management Services in a staff augmentation role, our experience includes the Rehabilitation and Operations Support for On-going Capital Improvements Projects Under Construction for Charlotte Water. Close communication and coordination with our public agency clients is a key to our On-Call Contract performance. We work closely with client staff to closely coordinate system operational tie-ins, shutdowns, and maintenance and repairs. We become a seamless extension of your staff.

Cost Estimating

Hazen provides cost estimating services as part of our suite of construction management services. The list of projects identified all incorporated cost-estimating services during construction. Our cost estimators provide transparent, defensible construction cost estimates by utilizing recommended practices of the AACE, real data on cost, and construction knowledge. Various strategies are used, including crew-based estimating, productivity-based estimating, general condition costs, and assessment of market conditions, along with our internal cost database based on our experience in water and wastewater projects.

Our experienced team of estimators stays abreast of the latest trends impacting construction costs and bids. In today's market, labor shortages, prevailing wage increases, supply chain constraints, and interest rate increases, all have an impact on material pricing and construction costs. We stay abreast of these trends to ensure our clients receive realistic cost information and change orders are negotiated fairly.

Scheduling

All of Hazen's construction managers are experienced in managing and maintaining CPM schedules. Our team is versed in identifying the critical path of a project and the tasks that drive milestones and completion dates.

To support our team in complex projects, our scheduling group lead by Thomas Zakrzewski, PSP and supported by James Soroush and David Villarta, PE, included in our proposal have extensive experience managing schedules on large scale public works projects for clients such as New York City Department of Environmental Protection; New York City Department of Design and Passaic Valley Sewage Commission, NJ. Utilizing the latest versions of Primavera P6 Professional, project schedules, baseline schedules and periodic schedule updates, are analyzed for compliance with contract requirements, regulatory compliance, and accepted scheduling practices. communication of project status, issues and risks are communicated to project teams through a variety of project management reports developed within Primavera P6, as well as utilizing other software platforms.

We require that the schedule show key milestones and contractual requirements for items such as submittal review and delivery of long lead items, client force work, shut-down and tie-ins, environmental mitigation and restrictions, along with testing, start-up, and close-out.

Managing these milestones makes the schedule a crucial decision-making and communication tool. By updating the schedule monthly, contractor crew size adjustments can be proactively communicated to maintain the schedule. Also, work performed by the owner can be proactively coordinated along with timely material testing.

Exceptions Taken to Scope

Hazen has reviewed the RFP requirements and takes no exceptions to the scope of work or terms of service.

Statement of Insurance

Hazen meets the insurance requirements specified in this RFP.

RESUMES





Anthony Greiner, PE, CCM, DBIA **Construction Manager**

Tony was responsible for establishing Hazen's PM/CM group, and is experienced in detailed design, and construction management for wastewater projects involving new construction and rehabilitation or upgrades.

Education

MSEnvE, University of North Carolina at Chapel Hill

BSEnvE, Rensselaer Polytechnic Institute

BS, Rensselaer Polytechnic Institute (Biology)

Certification/License

Certified Construction Manager

Professional Engineer

DBIA

WWTP Operator (Grade 2 OIT)

OSHA 10-Hour Certification

Areas of Expertise

Construction management/
inspection

Alternative Delivery

Professional Activities

American Water Works Association

Water Environment Federation

Water Reuse Association

Construction Management Association of America

Experience

32 total years

Professional References

Jacqueline Jarrell
Deputy Director
Charlotte Water
(704) 336-4460
Jackie.jarrell@charlottenc.gov

Greg Rushing, PE
Utilities Director
Town of Fort Mill
(803) 396-9729
grushing@fortmillsc.gov

Mr. Greiner has worked on treatment facilities as small as 0.05 mgd and as large as 1000 mgd, and on pumping stations as large as 240 mgd. He has served as Construction or Project Manager on numerous projects, preparing contract drawings and specifications, developing construction phasing plans, preparing cost estimates, managing construction, performing inspections, and completing startup/commissioning to transfer completed projects to operations staff.

Union Sanitary District (USD) WWTP Upgrade, Alvarado WWTP, Union City, CA

Tony is acting as Hazen's On-Site Construction Advisor for the multi-phase upgrade/expansion of 29.1 mgd WWTP, including upgrades to aeration basins, BNR blowers, additional final clarifiers, new RAS/WAS PS, new disinfection, EQ, new Administration/Operations Building.

Construction Management Services for the East Bay Region, San Francisco Public Utilities Commission, San Francisco, CA

Technical advisor for construction management services to several SFPUC projects, including the Alameda Watershed Center and East Bay Regional Parks District Water System.

Northeast River Advanced WWTF-Upgrade, Cecil County, MD

Senior Advisor and Membrane Startup Assistance. New MBR facilities; part of the ENR upgrade of the 4-mgd WWTF.

Northeast River Advanced WWTF Upgrade, Cecil County, MD

Peer Review. Served as Owner's representative during the design of the new MBR facilities as part of the ENR upgrade of the 4-mgd WWTF.

Irwin Creek WWTF Clarifier Upgrade, Charlotte Water, Charlotte, NC

Lead Design Engineer and Construction Manager. Primary Clarifier Upgrade at the 15-mgd WWTF.

Irwin Creek WWTF Improvements, Phase I, Charlotte Water, Charlotte, NC

Construction Manager. Phase I Improvements to the 15-mgd WWTF. The facilities included an influent pump station, EQ pump station, digester complex, standby generator complex, and filtrate EQ storage.

Irwin Creek WWTF Improvements, Phase II, Charlotte Water, Charlotte, NC

Project Director. Phase II Improvements to the 15-mgd WWTF. The facilities included modifications and upgrades to; grit facilities, the primary clarifiers, primary clarifier PS, ex BNR tanks, 3 new BNR tanks, 3 ex secondary clarifiers, one new secondary clarifier, tertiary filters, new chemical building, electrical & SCADA.

Irwin Creek WWTF Dewatering Building Project, Charlotte Water, Charlotte, NC

Construction Advisor. Construction of new dewatering building, one new BFP, one rehabilitated BFP, conveyor, electrical, site, SCADA.

East Fork Twelve Mile Creek and Rays Fork Interceptor Improvements, Union County, NC

Construction Manager. The East Fork Twelve Mile Creek interceptor (\$7.0 million construction cost) involved replacement of 37,500 LF of undersized sewer with new 12 through 30-inch sewer. The Rays Fork project (\$4.8 million construction cost) consisted of the installation of 14,400 LF of new 8 through 16-inch interceptor.

Fort Mill WWTP 4.5 MGD Expansion, Ft Mill, SC

Project and Construction Manager. Construction of the expansion of the Fort Mill WWTP from 2.3 mgd to 4.5 mgd with provisions to easily expand to 6 mgd. The project is located on a very visible site in one of the fastest growing communities in the country. The new process will be based on the MBR technology and includes: conversion of existing facilities, new IPS, new PTF, new BNR and MBR basins, new UV disinfection and effluent re-aeration.

Twelve Mile Creek WWTP 7.5 MGD Expansion, Union County, NC

Construction Manager. Upgrade and expansion of the 6.0 mgd 12 Mile Creek WWTP to 7.5 mgd. New screenings, grit facilities, odor control, conversion of ox ditches to fine bubble diffused air, new blower building, new tertiary filters, UV, new sludge handling building, digester modifications, effluent outfall structure.

Franklin WTP Raw Water Reservoir Improvements, Charlotte Water, Charlotte, NC

Construction Manager. Demolition of two existing earthen reservoirs and the construction of a new 250-mg reservoir at the 181-mgd WTP. Mr. Greiner's duties included leading progress meetings, review of RFIs/RFCs and claims, coordinating shop drawing review, and overseeing field inspection. He also coordinated several miscellaneous construction activities and assisted in the inspection of water storage tanks.

Franklin WTP Dechlorination Tank Upgrade, Charlotte Water, Charlotte, NC

Construction Manager. Construction of new Dechlorination Tank at the 181 mgd WTP.

Metropolitan WWTP Improvements, City of Columbia, SC

Construction Manager. Influent Pump Station and Preliminary Treatment Facility Project at the 60-mgd Metropolitan WWTP.

Metropolitan WWTP-Solids Master Plan, City of Columbia, SC

QA/QC. Sludge treatment train Master Plan at the 60-mgd Metropolitan WWTP.



David Villarta, PE, PSP, CCM, CEP

Construction Manager

Dave has extensive experience in construction management, having been involved in projects ranging from \$1 million to \$264 million nationwide.

Education

BS, Virginia Polytechnic Institute and State University, Mechanical Engineering

Certification/License

Professional Engineer

Planning and Scheduling Professional

Certified Construction Manager

Certified Estimating Professional

Areas of Expertise

Construction management

Project controls

Scheduling

Professional Activities

Construction Management Association of America

American Society of Mechanical Engineers

American Association of Cost Engineering

American Society of Mechanical Engineers

Experience

9 total years

Professional References

Gerald Tom
City of Glendale
Senior Civil Engineer
(818) 551-6906
gtom@glendaleca.gov

Joshua Gliptis
Howard County
Operations Division Chief
(410) 313-0536
jgliptis@howardcountymd.gov

Guilford Reservoir Improvements, Baltimore, MD

The project was to convert an open, finished water reservoir into underground storage tanks, including an additional 1,000 LF of 42" piping, three flow control vaults, and underground stormwater retention; \$55M construction costs. Provided on-site construction QA and field engineering services, including submittal and change order reviews.

Reference: Remi Urbonas, Engineer III | (410) 396-7300 remi.urbonas@baltimorecity.gov

On-Call Services, City of Glendale, CA

Provided inspection services for new water main installation and pump station upgrades. The project installed new 8" DIP force mains, control valves, hydrants, and lateral connections in urban & suburban settings; \$3.6M construction costs. On another Task, inspection services for electrical and mechanical pump station improvements were provided.

Little Patuxent Water Reclamation Facility, Howard County, MD

Provide full-time, on-site construction management and inspection services, including monthly construction progress schedule update reviews for this \$9.5 million upgrade to the plant's backup power system. Project included the installation of backup generators, controls, switchgear, and supporting structures.

Prologis Culverts Installation, Byron-Bethany Irrigation District, CA

Installation of four 42" irrigation culverts and stormwater piping; \$2.1M construction costs. We provided on-site construction inspection services.

Frederick Wastewater Treatment Plant ENR, City of Frederick, MD

Provided several CM services on this \$40MM ENR upgrade for the City of Frederick. Also provided Scheduling and Controls, Office Engineering, and Inspection. The overall project includes the construction of emergency generator and substation structures, truck unloading, mechanical screen installation, modifications to equalization basins, bioreactor construction, RAS pumping, denitrification filter pumping station and UV facility, denitrification filters, chlorine contact tank modifications, primary scum removal, ferric chloride system, waste sludge thickening, dewatering, and general building additions and modifications to the admin building and other structures.

Northeast River AWWTP ENR Expansion, Cecil County, MD

Scheduling and Controls. The upgrade of the Northeast River Advanced Wastewater Treatment facility from BNR to ENR includes expanding the plant's existing influent pump station, modifying existing oxidation ditches and yard piping, and constructing a new supplemental carbon facility and MBR facility. We are providing schedule reviews and high-level reports to the client.



Javier Saunders, PE

Construction Manager

Javier has over 35 years of experience leading and managing projects for public agencies. He has managed and successfully completed over \$800 million in public works construction contracts.

Education

B.S., Civil Engineering, San Diego State University

Certification/License

Professional Engineer: CA #37159

Areas of Expertise

Water/Wastewater Facilities Design

Construction Management

Schedule Management

Constructability Review

Claims Resolution

Professional Activities

Former ASCE Pipeline &

Environmental Group President

Former SDCWA Board Member

APWA

Experience

35 total years

Professional References

Michael Hindle, PE
Engineering Manager
Padre Dam Municipal Water
(619) 258-4632
mhindle@padre.org

Clem Wassenberg
Assoc. Civil Engineer
City of San Diego
(619) 218-8404
cwassenberg@sandiego.gov

Before joining private consulting, Javier spent 16 years with the City of San Diego Water and Wastewater Department, managing such notable projects as the expansion of Metro PS 2, the largest wastewater pumping station in the City's Metro System. Javier's construction management experience includes wastewater and water treatment facilities, pump stations, and major trunk sewer and water transmission lines. With his vast water and wastewater experience, Javier is highly efficient in providing constructability reviews and clients with valuable comments and recommendations that result in enhanced projects and reduced change orders.

Rehabilitation of Sedimentation Basins 1-12, City of San Diego, CA

Oversaw the construction management for the \$6.2 M Point Loma Wastewater Treatment Plant Rehabilitation of Sedimentation Basins 1-12. The plant and mechanical equipment in the existing basins were of varying ages and types. The project replaced the mechanical and electrical equipment in all 12 basins, including sludge skimmers, surface scum spray system, and actuators, and also provided for concrete coating of basins. The DB project was completed 100 days before the anticipated contract completion date. Throughout the project, the plant complied with all discharge permit requirements.

Point Loma Wastewater Treatment Plant Expansion, City of San Diego, CA

Developed and managed the preparation of a Master Plan for the Metropolitan Sewage Treatment Plant Master Plan. Increased hydraulic plant capacity from a peak flow of 360 million gallons per day (MGD) to 420 MGD. Projects include upgrading headworks and grit removal facilities, influent channel enlargement, and addition of sedimentation basins.

Harbor Drive Trunk Sewer, City of San Diego, CA

Oversaw the construction management and inspection for the large 48-inch Harbor Drive Gravity Sewer replacement and upgrade in the City of San Diego Marine industry section. The project replaces the old 39-inch pipeline to accommodate flows of up to 25 mgd. The \$8.9 million project utilized various trenchless methods: a double 30-inch HDPE siphon installed using Horizontal Directional Drilling (HDD) and two 66-inch steel jack and bore casings below BNSF right of way. The depth of the pipeline required extensive dewatering.

Desalination Project, City of Carlsbad, CA

Javier was the Executive Project Manager for the City Carlsbad Desalinization Pipeline Project. Javier provided project management and construction management support services to the City of Carlsbad to oversee the community of Carlsbad's interest as the permitting Agency to the largest ocean desalination plant in the Western Hemisphere. Eight miles of the ten-mile 54-inch steel diameter pipeline traverses the City of Carlsbad.

As-Needed Construction Management Services (H084402), City of San Diego, CA

Javier served as the CM/Contract manager providing as-needed construction management, inspection, and contract administration services for the City Field Division and successfully completed more than 60 task orders with a construction value of \$112 million. Tasks included water/wastewater facilities, roadways, freeway interchanges, and specialty pipeline relining. Javier was responsible for a staff of resident engineers and inspectors who worked closely with various City departments, project stakeholders, and the public to deliver successful projects to the citizens of San Diego. Project examples include:

- I-805/La Jolla Village Drive
- Harbor Drive Watermain
- USIU Miramar Trunk Sewer
- Miramar Clearwell Constructability Review

Otay Water Treatment Plant Upgrades Phase I & II Projects, City of San Diego, CA

Provided full Construction management and inspection services for the \$23 million Otay Water Treatment Plant Upgrades which involved the construction of new treatment facilities and upgrades to the Otay Water Treatment Plant. Services includes a constructability review, contract administration, inspection, instrumentation and controls inspection and testing, environmental mitigation monitoring and reporting, startup and testing support. Phase I included the construction of a new flocculation/sedimentation basin, granular activated carbon (GAC) filtration media, upgrades and repairs to the existing filters. Phase II includes the construction of a chlorine dioxide shaft contractor, ClO₂ generation system, and chemical feed tanks, powder activated carbon (PAC) facilities, and electrical support facilities, instrumentation and control systems.

Padre Dam Municipal Water District As-Needed Construction Management, Santee, CA

Javier provided as-needed construction management services for the Padre Dam Municipal Water District to support the District's Capital Improvement Program (CIP) and Development Services Projects (DSP). As the Project Manager, Mr. Saunders provided construction oversight to support several notable projects for the District's expansion of services including the \$10 million Sky Ranch Pump Station, Force main, and Reservoir Project



Rose Jesse, CPE

Cost Estimator

Rose has over 20 years of experience managing, directing, evaluating, and performing work in the construction industry, with proven success in the areas of cost estimating, budgeting, scheduling, document control and project controls. She oversees Hazen's estimating team with the recommended practices of the AACE.

Education

B.S., Civil Engineering Technology
Rochester Institute of Technology

Certification/License

American Society of Professional Estimators (CPE)
Envision Sustainability Professional Risk Management (AACE)
Cost and Schedule Control (AACE)
Earned Value Management (AACE)

Areas of Expertise

Construction cost estimating
Constructability review
Risk assessment
Construction sequencing/
scheduling

Professional Activities

Association for the Advancement of Cost Engineering International
National Association of Women in Construction
Project Management Institute

Experience

15 total years

Professional References

Julie Herzner
Deputy Chief for Compliance
Drinking Water Quality Operations,
New York City DEP
(718) 652-5705
jherzener@dep.nyc.gov

Jennifer Kaberline
Senior Project Manager
Loudoun Water
(571) 291-7880
jkaberline@loudounwater.org

Phase II Tertiary MBR Expansion, West Basin Municipal Water District, Carson, CA

Reviewed and provided cost estimates for the installation of a tertiary-MBR system at an existing 2-mgd treatment facility. Work included extensive staging and site piping installations.

Indian Brook Water Treatment Plant, Village of Ossining, NY

Cost Estimating Manager for new water treatment plant. Scope of work includes substantial earthwork, retaining walls, buildings, equipment, electrical and instrumentation. Project value approximately \$34 million.

Kensico – Eastview Connection, NYCDEP, New York, NY

Cost Estimator and Reviewer of Estimates for a new connection between the Kensico Dam and an existing water treatment facility. Responsible for intake structures, screen chambers, tunnels, connections, and bypasses. The scope of this project includes new structures, repair, and renovation of existing structures and all sitework, equipment, electrical and instrumentation work.

Madbury Backwash Tank and Pump Station, City of Portsmouth, NH

Cost Estimator. The project for the Madbury Water Treatment Plant was a multidisciplinary design initiative. In addition to the pump station, the entire plant was constructed under the City of Portsmouth's sustainability program. The project received LEED silver certification in 2011.

Pleasure Bay Crossing and Main Pump Station Replacement, Two Rivers Water Reclamation Authority, Monmouth Beach, NJ

Provided estimating for the construction of two new interceptors with 30" and 54" diameters, a new 50-mgd pump station and 36" forcemain to replace aging facilities and provide added capacity. The 54" interceptor will be constructed under Pleasure Bay at a depth of 90 feet using a tunnel boring machine. Value of the project is estimated to be approximately \$50M.

Stamford Water Pollution Control Facility UV Disinfection System Upgrade and Replacement, City of Stamford, CT

Cost Estimator/Manager. Responsible for pricing the installation of new UV light treatment trains within existing facilities. Work includes electrical, mechanical and instrumentation installations.

High and Low Pressure Reclaimed Final Effluent Pump Systems Upgrades, DC Water, Washington DC

Provided estimating for the upgrade of the effluent pumping system. Work included replacement of vertical turbine pumps, motors and VFDs, HVAC systems, instrumentation and electrical modifications. Value of the project is estimated to be approximately \$10M.

Piscataway Wastewater Treatment Plant Pump Station Upgrades, Washington Suburban Sanitary Commission, Accokeek, MD

Prepared cost estimate for the construction of a new 60-mgd raw wastewater pump station and force main.

Stamford Water Treatment Plant Residual Alternative Analysis, Aquarion Water Company of Connecticut, CT

Provided support and review of estimates for the installation of new lagoons in a greenfield location. The project involved excavation and removal of over 30,000 cy of earth and rock and the installation of pumps and pipe to support dewatering of the facility.

Madbury Backwash Tank and Pump Station, City of Portsmouth, NH

Cost Estimator. The project for the Madbury Water Treatment Plant was a multidisciplinary design initiative. In addition to the pump station, the entire plant was constructed under the City of Portsmouth's sustainability program. The project received LEED silver certification in 2011.

Third High Reservoir Improvements, Washington Aqueduct, Army Corps of Engineers, Baltimore, MD

Supported and reviewed estimates for work at the reservoir including structural and mechanical demolition and replacement of influent and effluent valve houses and structural repairs for the existing reservoir. estimate for work at the reservoir including structural and mechanical demolition and replacement for influent and effluent valve houses and structural repairs for the existing reservoir.

West Parish Water Treatment Facility Peer Review, Springfield Water and Sewer Commission, Westfield, MA

Participated in the Peer Review of a Facilities Plan for the Springfield (MA) Water and Sewer Commission. The Facilities Plan (generated by another consultant) was associated with a new 80-mgd dissolved air flotation/filtration (DAF/F) facility encompassing approximately \$200M of capital improvements. The peer review consisted of a comprehensive review of the Facilities Plan document and background information, and evaluation of key areas. Findings and recommendations were discussed in a workshop setting and documented in a Technical Memorandum.

Broad Run Water Reclamation Facility, Loudoun Water, Ashburn, VA

Provided oversight and estimating to the team for the 16.5 MGD Design Flow Expansion Project. Project included both new facilities and rehabilitation of existing facilities including Bioreactor Basins, Membrane Facilities, Screening Facilities, Odor Control, UV treatment and Chemical buildings, Thickening and Dewatering facilities, GAC, Clarifiers, and large EQ tanks.



Christopher Portner, PE, CEP

Cost Estimator

Chris is the Cost Estimation Lead for Hazen's West Region. He has provided cost estimating services for a wide-range of infrastructure related projects, including, but not limited to: water treatment and distribution, wastewater treatment and distribution, CSO reduction, recycled water treatment and distribution and roadway reconstruction. Chris is an AACE Certified Estimating Professional.

Education

MS, Environmental Engineering,
University of California at
Berkeley

BS, Civil and Environmental
Engineering, University of
California at Berkeley

Certification/License

Professional Engineer

Certified Estimating Professional

Areas of Expertise

Cost Estimating

Construction Management

Scheduling

Change Order Preparation and
Negotiation

Professional Activities

WEF

AACEi

CWEA

Experience

15 total years

Professional References

Nan Harrold
Project Engineer
LACSD
562-908-4288 ext. 2737
wnatanomharrold@lacsd.org

Johan Torroledo, M.S.,P.E.
Manager of Operation NEXT
LADWP
(213)367-2296
www.ladwp.com/OperationNEXT

Technical Analysis of Biological and Advanced Water Treatment Processes at the JWPCP, Los Angeles County Sanitation District, CA

Cost Engineer for alternative analysis of different treatment trains at the Joint Water Pollution Control Plant. Technologies analyzed included MBR, conventional treatment, MF, RO, UV-AOP along with ancillary pumping, electrical, odor control and storage options.

Hyperion Owner's Agent, Los Angeles Department of Water and Power, CA

Cost Engineer for alternative analysis of different treatment trains at the Hyperion Water Reclamation Plant. Technologies analyzed included MBR, conventional treatment, MF, RO, UV-AOP along with ancillary pumping, electrical, odor control, wet weather, and storage options.

PVRWRF and TVRWRF Sidestream Design , Eastern Municipal Water District, CA

Cost Engineer for design of sidestream treatment of centrate at two district facilities. Scope includes installation of deammonification technology as well as construction of new stand alone facilities.

West Napa Pump Station, Napa Sanitation District, CA

Cost Engineer for expansion of an existing wastewater pump station. Project included construction of a new buried wet well, electrical building, odor control system, connecting gravity and forcemain sewers and installation of a solar array on a new car port. Project also included demolition of the existing pump station after construction of the upgraded facility and design services during construction.

Skyfarm 'A' and Hansford Court Lift Station Project, Santa Rosa, CA

Cost Engineer for the reconstruction of the Skyfarm 'A' and Hansford Court lift stations. The lift stations were damaged during the Tubbs wildfire and required replacement of the existing structures, pumps, electrical equipment, piping and ancillary electrical, mechanical and instrumentation systems. Project was performed with FEMA funding, requiring adherence to federal regulations for reimbursement. Project also included design services during construction.

Santa Clara and Honby Well Upgrades, Santa Clarita Valley Water Agency, Santa Clarita, CA

Cost Engineer for design of treatment for PFAs removal. Treatment technology included ion exchange with prefilters and chemical addition. Scope included offsite transmission piping and well pump upgrades.

T7, U4, U6 Wells PFAs Treatment and New Disinfection Facility, Santa Clarita Valley Water Agency, Santa Clarita, CA

Cost Engineer for design of treatment for PFAs removal. Treatment technology included granular activated carbon, ion exchange with prefilters and chemical addition. Scope included offsite transmission piping and well pump upgrades.

Crystal Springs Pipeline No 2 Rehabilitation for Reaches 2 and 3, San Francisco Public Utilities Commission, CA

Cost Engineer for construction of a replacement forcemain. Scope of work included replacement of an existing 60-inch diameter welded steel pipe, both open trench and trenchless sections as well as relining a portion to be rehabilitated. The pipeline included construction in both open country as well as along a congested roadway.

Enhanced Treatment and Site Upgrade, Union Sanitary District, CA

Cost Engineer for design of secondary improvements at the District's wastewater treatment plant. Scope included alternative analysis between MBR and conventional treatment trains, retrofitting of existing aeration basins, installation of additional process blowers, construction of clarifiers, new effluent pumping and disinfection facilities, replacement of existing operations and administration buildings and associated mechanical, structural, electrical and instrumentation work.

La Brea Transmission main, City of Beverly Hills, CA

Cost Engineer for design of a water transmission main replacement project. The project included nearly 20,000lf of 14-, 16- and 18-inch buried pipe constructed utilizing both traditional open trench as well as slip-lining. Work was performed in an active roadway requiring traffic control and restoration of the existing surfaces.

Water Infrastructure Improvement Projects – Cycle 1, City of Manhattan Beach, CA

Cost Engineer for construction of approximately 6,600lf of 6- and 8-inch diameter water main. The project was constructed in an active roadway and required routing through a congested utility corridor, necessitating alternative backfill at time due to shallow bury and reduced separation distances.

Water Infrastructure Improvement Projects – Cycle 2, City of Manhattan Beach, CA

Cost Engineer for construction of approximately 5,000lf of 6-inch diameter water main. The project was constructed in an active roadway and required routing through a congested utility corridor.

Water Infrastructure Improvement Projects – Cycle 3, City of Manhattan Beach, CA

Cost Engineer for construction of approximately 4,000lf of 6- and 8-inch diameter water main. The project was constructed in an active roadway and required routing through a congested utility corridor.



Sean Nostrand

Cost Estimator

Sean has 8 years of experience in cost estimating and field management. He has worked on multiple projects throughout the Northeast, Mid-Atlantic, Southeast, and Western United States.

Education

B.S., Civil Engineering, Tufts University

Areas of Expertise

Cost Estimating
Sage Estimating
Plangrid
AutoCAD
Project Management
Bluebeam Studio
Autodesk Assemble
Procore

Professional Activities

ASCE
American Society of Professional Estimators – Denver

Experience

8 total years

Professional References

Tyler Lowe
Plant Manager
Payson City Wastewater Treatment Plant
(801) 404-9992
tylerl@payson.org

John Gage
Senior Civil Engineer
City of Longmont – Public Works & Natural Resources
(303) 774-4879
John.Gage@longmontcolorado.gov

CAT-213FAC-MECH Reconstruction of the Ashokan Headworks – Mechanical, NYCDEP, Ashokan Reservoir, NY

Prepared cost estimates in support of the Facility Plan and Basis of Design Report deliverables for the rehabilitation of existing flow control structure facilities at the Ashokan campus, including mechanical and electrical upgrades and replacement of stop shutters, sluice gates, stop logs, screens, large diameter valves, and community release pipeline. Serving as a team estimator for the facility plan and basis of design estimates, and lead estimator for the 30% and 60% design Deliverables. This multi-disciplinary contract is estimated at \$135.4 million.

CAT-213FAC-BUILD Reconstruction of the Ashokan Headworks, NYCDEP, Ashokan Reservoir, NY

Prepared cost estimates in support of the Facility Plan and Basis of Design Report deliverables for the rehabilitation of existing building facilities at the Ashokan campus, including structure rehabilitation, replacement of doors and windows, hazardous material control, bridge and roadway reconstruction, deep valve replacements, and new construction of on-site water treatment plant. Serving as a team estimator for the facility plan and basis of design estimates, and lead estimator for the 30% design Deliverables. This multi-disciplinary single-prime contract is estimated at \$240.0 million.

Hillview Reservoir Chemical Addition Facilities, NYCDEP, Yonkers, NY

Prepared cost estimates in support of the Facility Plan and Basis of Design Report deliverables for the construction of two new buildings housing chemical addition facilities (caustic, phosphoric acid, and chlorine), chemical distribution, new centralized site electrical service and distribution system, and various site improvements. Serving as a team cost estimator for the 30%, 60% and 90% Design phases responsible for contributions to the estimating team. This multi-disciplinary single-prime contract is estimated at \$322.9 million.

Hillview Reservoir Facility and Flow Control Improvements, NYCDEP, Yonkers, NY

Prepared cost estimates in support of the Facility Plan and Basis of Design Report deliverables for the rehabilitation of existing structures / chambers, replacement of existing flow-control equipment at the uptake and downtake chambers including slice gates and operators, valves and operators, and stop shutters and lifting devices, and new flow metering systems. Serving as cost estimator for the 30% and 60% Design phases responsible for contributions to the estimating team. This multi-disciplinary single-prime contract is estimated at \$259.8 million.

PS-DES-2 Pumping Stations, NYCDEP, Bronx and Queens, NY

Prepared cost estimates in support of the Basis of Design Report deliverables for the construction of two new pumping stations, demolition of existing structures, and various site improvements. Serving as a lead cost estimator for the 30%, 60% and 90% Design phases responsible for oversight to the estimating team. This multi-disciplinary single-prime contract is estimated at \$33.0 million.

North District WWTP Electrical Distribution Building No. 3, Miami-Dade County, FL

Prepared cost estimates in support of the 30% design deliverable for the construction of a new electrical building at the north district water treatment plant, housing switchgears, MCCs and plant electrical distribution equipment. Additional facilities and work includes fuel oil pumping station, and site ductbank installation and cabling. Serving as a lead cost estimator for the 30% Design phase. This multi-disciplinary single-prime contract is estimated at \$144.7.0 million.

Putnam Settling & Filter Replacement (DAF), Aquarian Water Company of Connecticut, CT

Prepared cost estimates in support of the 30% and 60% design deliverable for the demolition of existing filter buildings and construction of new Dissolved Air Flotation and Filter process facilities including mechanical and electrical equipment, piping, and basins. Serving as a lead cost estimator for the 30% and support estimator for the 60% Design phase. This multi-disciplinary single-prime contract is estimated at \$74.3 million.

Fore River Pump Station Phase II Upgrade, Portland Water District, ME

Cost Estimator for the 95% design upgrade of the Fore River Pump Station, which is an 18.5-mgd pump station in a CSO collection system. The project includes the replacement of screening equipment, all mechanical piping, electrical distribution, emergency generator and HVAC equipment, as well as structural and architectural modifications. The design incorporates construction staging with bypass pumping and the use of multiple bid alternates due to the constrained project budget.

Broad Run Water Reclamation Facility Design Flow Expansion Project, Loudoun Water, VA

Cost Estimator for the 60% construction cost estimate for upgrades and expansion of water treatment facilities at the 16.5-mgd Broad Run Water Treatment Plant in Loudoun County, Virginia. The project includes a new pump station and 10-mg storage tank, a new coarse screen and grit collection building, new primary clarifiers, and upgrades to existing membrane treatment and thickening and dewatering equipment. Project total estimated cost is over \$100M.

Detective Keith Williams Park and Railroad Park - Green Infrastructure, New York City Department of Environmental Protection, New York, NY

Cost Estimator for the 100% design of the Detective Keith Williams and Railroad Park Green Infrastructure Projects for the New York City Department of Environmental Protection (NYCDEP). These projects include installation of new catch basins, underground water storage chambers, bioretention basins, vaults, manholes, and general park improvements at two unique locations.



James Soroush

Project Scheduler

James is not only an experienced scheduler but also has “boots on the ground” construction management experience, which provides a knowledgeable background and basis for reviewing and/or developing schedules.

Education

M.S., Construction Management,
Drexel University

B.S., Public Relations, Oswego
State University

Certification/License

OSHA 30 Hour Class

Certified Primavera Risk
Schedule Analysis Expert (P80)

Certified Procure Admin

RCRA & DOT Hazardous Waste
Certification

DDC Water Main Inspection
Certification

Fall Protection Certification

Areas of Expertise

Planning and scheduling

Construction management

Project controls

Delay/claim analysis

Risk mitigation/management

Cost control/ cost estimating

Experience

20 total years

Professional References

Hossein Ekhlās
Accountable Manager
NYCDEP
(646) 784-3317
HEkhlās@dep.nyc.gov

Robert Peterson
Resident Engineer
Nassau County, NY
(631) 626-2950
rpeterson@debruinengineering.com

James has more than 15 years of experience in the construction industry. He possesses broad knowledge in industry practices, including scheduling, project controls, costs/estimating, inspections, and project administration.

CSO-NC-4- Borden Avenue Pump Station Upgrades, DEP, New York, NY

Assistant Resident Engineer and Project Controls Specialist. Project includes bypass of the current pump station for expansion of the overall footprint of the station, removal and replacement of all structures and equipment, and relining/relocation of an existing force main. Responsible for CPM scheduling review and analysis with associated documentation and reporting, change management, cost control, and ePMIS administration. Responsibilities also include assisting the Resident Engineer in submittal and specification review and implementation, safety, and coordination amongst project staff, contractors, and field operations.

NIRO Incinerator Repairs and Mitigation (Contract 74S) and Combined Blower Building (Contract 80S), BRSA, Union Beach, NJ

Project Controls Support. Responsible for project controls including CPM schedule analysis, reporting, and claim and delay mitigation and analysis with associated documentation for Contract 74S and Contract 80S.

Dorr-Oliver Feasibility Study, BRSA, Union Beach, NJ

Project Controls Support. Responsible for project controls including CPM schedule analysis, reporting, and claim and delay mitigation and analysis. Also performed feasibility construction schedule for the Dorr-Oliver incinerator upgrade.

H6/H7 Long-Term Control Plan Phase 1, North Hudson Sewerage Authority, Hoboken, NJ

Project Controls Support. Responsible for project controls including CPM schedule analysis, reporting, and claim and delay mitigation and analysis for the Phase 1 of construction of a high-level sewer system in the H7 Drainage Basin, which includes a pump station and wet well, mechanical and electrical control building, hydro-dynamic separation (vortex) pretreatment units, and piping and appurtenances.

Decant Facility Rehabilitation, PVSC, NJ

Project Controls Support. Responsible for CPM construction schedule and development of the Decant Facility Rehabilitation project and schedule for Regenerative After Burner System Replacement Evaluation feasibility study. The construction phase of the project has begun; it is anticipated to last four years and will involve careful planning for the maintenance of plant operations. Hazen coordinated requirements and approvals for NJ I-Bank funding.

RLCY-BB-01 & RLCY-PR-01: Bowery Bay and Port Richmond Facilities, New York City Department of Environmental Protection, Queens/Staten Island, NY

Project Controls Support. Responsible for project controls during design phase for flood resilient upgrades to provide more flood resilient facilities with safe, reliable, sustainable, and low maintenance flood protection measures. The project involved elevating existing and installing new mechanical and electrical equipment and installing flood protection barriers and reinforced walls throughout the facility. Responsible for Master Project Schedule and reporting from facility planning/design to procurement, construction and close-out phases including P80 risk analysis on both schedule and costs, for risk mitigation during design and construction.

Bay Park Sewage Treatment Plant Program Management, Nassau County, NY

Project Controls Support. The \$830+ Superstorm Sandy Recovery Effort and Related Infrastructure Program consists of the design and construction of permanent repairs and rehabilitation to damaged facilities, including potential storm mitigation measures. The affected facilities include: sludge dewatering building, outfall pump station, fire protection building, electrical distribution system (including switchgear, substations, and MCCs), effluent screening and disinfection building, grit building, plant-wide odor control systems, final clarifiers (including RAS/WAS pumps), sludge and scum collector drives, life safety systems, plant-wide HVAC systems, process air blowers, auxiliary power generation, primary tank scum and sludge collectors and pumps, digester facility, side stream demmonification facility, and related sewage pump stations and collection systems. Responsible for project controls including CPM schedule analysis and reporting and claim and delay mitigation and analysis with associated documentation.

Jamaica WRRF Phase 2 Improvements, NYCDEP, Queens, NY

Project Controls Support/Office Manager. The \$320M+ multiple-contract program includes the rehabilitation of aeration tanks, sludge thickeners, primary and secondary digesters, final settling tanks, process air blowers, diffused aeration system, pumping systems, and other miscellaneous work including the implementation of the biological nutrient removal (BNR) process. Responsible for the project controls, including CPM schedule and delay analysis with associated documentation and reporting, change management and cost control, permitting, ePMIS administration, and safety.



David Villarta, PE, PSP, CCM, CEP

Project Scheduler

Dave has been involved developing and reviewing schedules for construction and program management efforts exceeding \$2.5 billion in total work for projects nationwide.

Education

BS, Virginia Polytechnic Institute and State University, Mechanical Engineering

Certification/License

Professional Engineer

Planning and Scheduling Professional

Certified Construction Manager

Certified Estimating Professional

Areas of Expertise

Construction management

Project controls

Scheduling

Professional Activities

Construction Management Association of America

American Society of Mechanical Engineers

American Association of Cost Engineering

American Society of Mechanical Engineers

Experience

9 total years

Professional References

Daniel White
Deputy Director
City of Frederick
(205) 214-8610
whited@jccal.org

Jacob Beschner
Facility Construction Manager
WSSC
(301) 206-8314
jacob.beschner@wsscwater.

Asset Management Program, Jefferson County, AL

Provided program management services, project controls, and program master scheduling for a \$1.4 billion upgrade of Jefferson County's wastewater system. Providing training to local staff on the document controls system, as well as monthly schedule and cost updates to senior County administrators.

Frederick Wastewater Treatment Plant ENR, City of Frederick, MD

Responsible for scheduling controls, office engineering, and inspection. Provided a number of CM services on this \$40MM ENR upgrade for the City of Frederick. The overall project includes the construction of emergency generator and substation structures, truck unloading, mechanical screen installation, modifications to equalization basins, bioreactor construction, RAS pumping, denitrification filter pumping station and UV facility, denitrification filters, chlorine contact tank modifications, primary scum removal, ferric chloride system, waste sludge thickening, dewatering, and general building additions and modifications to the admin building and other structures.

Northeast River AWWTP ENR Expansion, Cecil County, MD

Responsible for scheduling and controls. The upgrade of the Northeast River Advanced Wastewater Treatment facility from BNR to ENR includes the expansion of the plant's existing influent pump station, modifications to existing oxidation ditches and yard piping, and construction of a new supplemental carbon facility and MBR facility. Providing schedule review and high level reports to the client.

Guilford Reservoir Improvements, Baltimore, MD

The project was to convert an open, finished water reservoir into underground storage tanks, including an additional 1,000 LF of 42" piping, three flow control vaults, and underground stormwater retention; \$55M construction costs. Provided on-site construction QA and field engineering services, including submittal, change order, and schedule reviews.

David Villarta, PE, PSP, CCM, CEP

Piscataway WRRF, Effluent Filters Upgrades, WSSC, MD

Provide construction schedule review and change order cost estimates for a \$10.5 million upgrade of the wastewater effluent filter system.



Thomas C. Zakrzewski, PSP

Project Scheduler

Tom specializes in project scheduling, cost control, delay analysis and program/construction management. He has worked on a broad range of projects, including many wastewater facilities.

Education

BS, Industrial Engineering,
Trenton State College

Certification/License

Planning & Scheduling
Professional - AACE

Areas of Expertise

Planning & Scheduling
Project Controls
Delay/Claims Analysis
Cost/Earned Value Analysis

Professional Activities

AACE International
Construction Management
Association of America

Experience

34 total years

Professional References

Vincent Falkowski, PE
Deputy Commissioner for
Environmental Programs
Nassau County Department of
Public Works
(516) 571-7515
vfalkowski@nassaucountyny.gov

Nayan Shah, PE
Portfolio Manager
New York City Department of
Environmental Protection
(718) 595-6192
nashah@dep.nyc.gov

Gowanus Pumping Station, DEP, Brooklyn, NY

Master Scheduler. Responsible for schedule reviews and delay analyses for the construction of \$170 million CSO pumping station. Work includes the reconstruction of the Gowanus Canal Flushing Tunnel and building and pumping stations; replacement of mile-long sewer force main within the flushing tunnel; reconstruction of the CSO screenings area; and construction of new electrical service building and wastewater pumping station.

Contract B149: Decant Rehabilitation Project, PVSC, Newark, NJ

Scheduling Lead for both design and construction phases. The decant facility is located immediately downstream of the Zimpro wet-air oxidation process and separates processed solids from liquid supernatant. The project consists of the rehabilitation of six 1-mgd covered concrete decant tanks as well as the supporting ancillary systems and infrastructure for the facility. The year-long design phase of the project culminated with bid-ready documents and permitting approvals. The construction phase of the project has begun; it is anticipated to last four years and will involve careful planning for the maintenance of plant operations. Hazen coordinated requirements and approvals for NJ I-Bank funding.

Paerdegat Basin Water Quality Facility, NYCDEP, Brooklyn, NY

Senior Scheduling Engineer for this multi-phase construction project, consisting of a 30-mg CSO holding tank with pumping, screening, and odor control facilities, along with new crew facilities, a community board center and a natural park.

Tarrytown Pump Station and Force Main, Westchester County, NY

Project Controls Manager for reconstruction of the Tarrytown Pump Station and replacement of associated force main. Responsible for CPM schedule review, analysis and reporting, delay analysis with associated documentation, and assisting with claims and delay resolution.

Rye Lake Water Filtration Plant Design, Westchester Joint Water Works, Harrison, NY

Project Controls Manager. The water filtration plant is located on Westchester County property adjacent to the County airport, due to its proximity to the Rye Lake Pump Station and source water transmission main, and the Purchase Street Booster Pump Station and storage tanks. The facility is a 30-mgd dissolved air flotation/filtration (DAFF) plant capable of handling the water utility's current and near-future demands. The design will also integrate provisions for potential future expansion to 40 mgd. Responsible for construction critical path method (CPM) schedule development, and development of Basis of Schedule reporting.

Great Neck Wastewater Treatment Plant Expansion/Upgrade, Nassau County, NY

Master Scheduler for Contract O8-01 (\$44M) upgrades, which included influent screening system, grit removal system, primary sludge pumping systems, oxidation ditch and associated pumping station, final settling tanks, WAS/RAS pumping station, UV disinfection system, gravity belt thickener system, and electrical systems, as well as demolition of existing structures and facilities.

Bay Park Sewage Treatment Plant Program Management Services, Nassau County Department of Public Works, East Rockaway, NY

Project Controls Manager for the Hurricane Sandy Recovery Effort at the Bay Park Sewage Treatment Plant and Related Infrastructure Program in Nassau County, New York. The \$830M+ program consists of the design and construction of permanent repairs and rehabilitation to damaged facilities, including potential storm mitigation measures. The affected facilities include: sludge dewatering building; outfall pump station; fire protection building; electrical distribution system including switchgear, substations, and MCCs; effluent screening and disinfection building; grit building; plant-wide odor control systems; final clarifiers including RAS and WAS pumps, sludge and scum collector drives; life safety systems; plant-wide HVAC systems; process air blowers; auxiliary power generation; primary tank scum and sludge collectors and pumps; digester facility; sidestream demmonification facility; and related sewage pump stations and collection systems. Responsible for all aspects of the project controls program, including Master Schedule preparation and reporting, CPM schedule analysis and reporting, delay analysis with associated documentation, cash flow reporting, change management and cost control, and dispute and delay resolution assistance.

Design Services and DSDC for the Construction of CSO Abatement Facilities for Gowanus Canal, NYCDEP, Brooklyn, NY

Project Controls Manager, a key member of the design team, for this multiple-contract program for the NYC-DEP. The purpose of this design contract is to plan, design, support the procurement, the construction, and close out of an 8 MG CSO facility at the RH-034 outfall and a 4 MG CSO facility at the OH-007 outfall. The contract requires parallel designs at two sites associated with the RH-034 outfall until DEP formally acquires the property at its preferred site, RH-3. This contract currently includes facility planning (but not design) for the parallel OH-007 design requirement. Each facility will consist of 3 contracts; a site preparation contract, a foundation and substructure contract, and a superstructure and conveyance contract. Responsible for all aspects of the project controls program, including Master Schedule preparation and reporting, construction CPM schedule development, and development of Basis of Schedule reporting, in accordance with DEP SOPs.

Wards Island Settling System Replacement (WI-281), NYCDEP, New York, NY

Project Controls Manager for the rehabilitation of 39 final settling tanks, reconstruction of the effluent pump station, construction of a new storage building, and associated electrical work. Responsible for all aspects of the project controls program, including CPM schedule analysis and reporting, delay analysis with associated documentation, change management and cost control, and delay and claims resolution assistance.



**LOS ANGELES COUNTY
SANITATION DISTRICTS**

Converting Waste Into Resources

Hazen

Hazen and Sawyer
800 West Sixth Street • Suite 400 • Los Angeles, CA 90017

EXHIBIT B



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

1. GENERAL INFORMATION

1.1 Invitation and Purpose of Solicitation

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

1.2 Definitions

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

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

2. SCOPE OF WORK

2.1 Overview of the Districts and Background Related to this RFP

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

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

2.2 Consultant Scope of Work, Qualifications and Personnel Qualifications

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

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

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

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

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

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

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

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

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

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

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

2.2.1 Proposer Qualifications

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

2.2.2 Personnel Qualifications

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

2.3 Equipment to be Provided by Consultant

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

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

3. PROPOSAL SCHEDULE

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

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

4. ELEMENTS OF THE PROPOSAL

The Proposal shall include the following in PDF format:

4.1 Cover Letter & Disclosure Statement

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

4.2 Statement of Qualifications for the Proposer

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

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

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

4.3 Individual Qualification Information

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

4.4 Cost Information

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

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

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

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

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

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

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

4.5 Statement of Insurance

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

4.6 Submittal of Proposal

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

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

Email: rvakharia@lacsdsd.org

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

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

5. EVALUATION OF PROPOSAL

5.1 Selection Process

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

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

5.2 Selection Criteria

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

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

ATTACHMENT 1

ATTACHMENT – TERMS & CONDITIONS

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

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

1.0 Agreement

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

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

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

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

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

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

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

1.2 Compensation for Services

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

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

1.3 Term

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

1.4 Termination

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

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

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

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

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

1.5 Insurance

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

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

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

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

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

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

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

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

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

1.6 Ownership of Documents

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

1.7 Access to Work and Records

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

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

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

1.8 Personnel Assignment

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

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

1.9 Delegation

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

1.10 Compliance

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

1.11 Government Laws and Requirements

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

1.12 Severability

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

ATTACHMENT 2

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

BY AND BETWEEN

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS



Converting Waste Into Resources

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Approved Drug and Alcohol Testing Policy

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

PROJECT LABOR AGREEMENT

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

INTRODUCTION AND FINDINGS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I: PURPOSE

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

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

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

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

ARTICLE II: DEFINITIONS

2.1 "Agreement" means this Project Labor Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III: SCOPE OF AGREEMENT

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

construction on the Project, the District and the Unions.

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

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

3.3 Master Labor Agreements:

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

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

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

3.4 Exclusions:

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

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

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

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

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

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

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

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

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

(f) Laboratory for specialty testing or inspections.

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

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

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

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

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

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

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

ARTICLE IV: EFFECT OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Wayne Estes

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI: NO DISCRIMINATION

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

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

ARTICLE VII: UNION SECURITY

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

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

ARTICLE VIII: REFERRAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX: WAGES AND BENEFITS

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

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

9.3 Benefits.

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

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

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

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

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

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

ARTICLE X: COMPLIANCE

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

ARTICLE XI: LABOR MANAGEMENT COOPERATION

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

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

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

ARTICLE XII: GRIEVANCE ARBITRATION PROCEDURE

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

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

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

the grieving Union.

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

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

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

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

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

ARTICLE XIII: JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE

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

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

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

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

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

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

ARTICLE XIV: MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE XV: APPRENTICES

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

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

15.2 Use of Apprentices

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

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

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

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

ARTICLE XVI: SAFETY, PROTECTION OF PERSON AND PROPERTY

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

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

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

ARTICLE XVII: SAVINGS CLAUSE

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

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

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

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

ARTICLE XVIII: UNION ACCESS AND STEWARDS

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

18.2 Stewards.

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

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

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

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

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

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

ARTICLE XIX: TERM

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

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

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

COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

Dated: JUN 14 2017

Dated: 6-5-17


By: 
Chairperson

By: 
Ron Miller
Executive Secretary

ATTEST

By: 
Secretary

APPROVED AS TO FORM
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
District Counsel

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

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

District Council of Laborers

Electricians (Local 11)

Elevator Constructors (Local 18)

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

Artiller

Ronald

Carl

Dan

Mark

David

Paul

John

Plaster Tenders Local (1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Southwest Regional Council of Carpenters

James ...
Francis D. ...
Albert W. ...
Tom ...
JT

ATTACHMENT A
COMPANY LETTERHEAD

Project Labor Coordinator

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

Dear Mr./Ms. _____:

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

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

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

Sincerely,

(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

(Contractor's State License No.: _____)

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

ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIDE LETTER OF AGREEMENT TESTING POLICY FOR DRUG ABUSE

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

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

ATTACHMENT C

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

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

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

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

CONTRACTOR USE ONLY

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

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

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

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

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

UNION USE ONLY

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

WORKER REFERRED

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

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

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

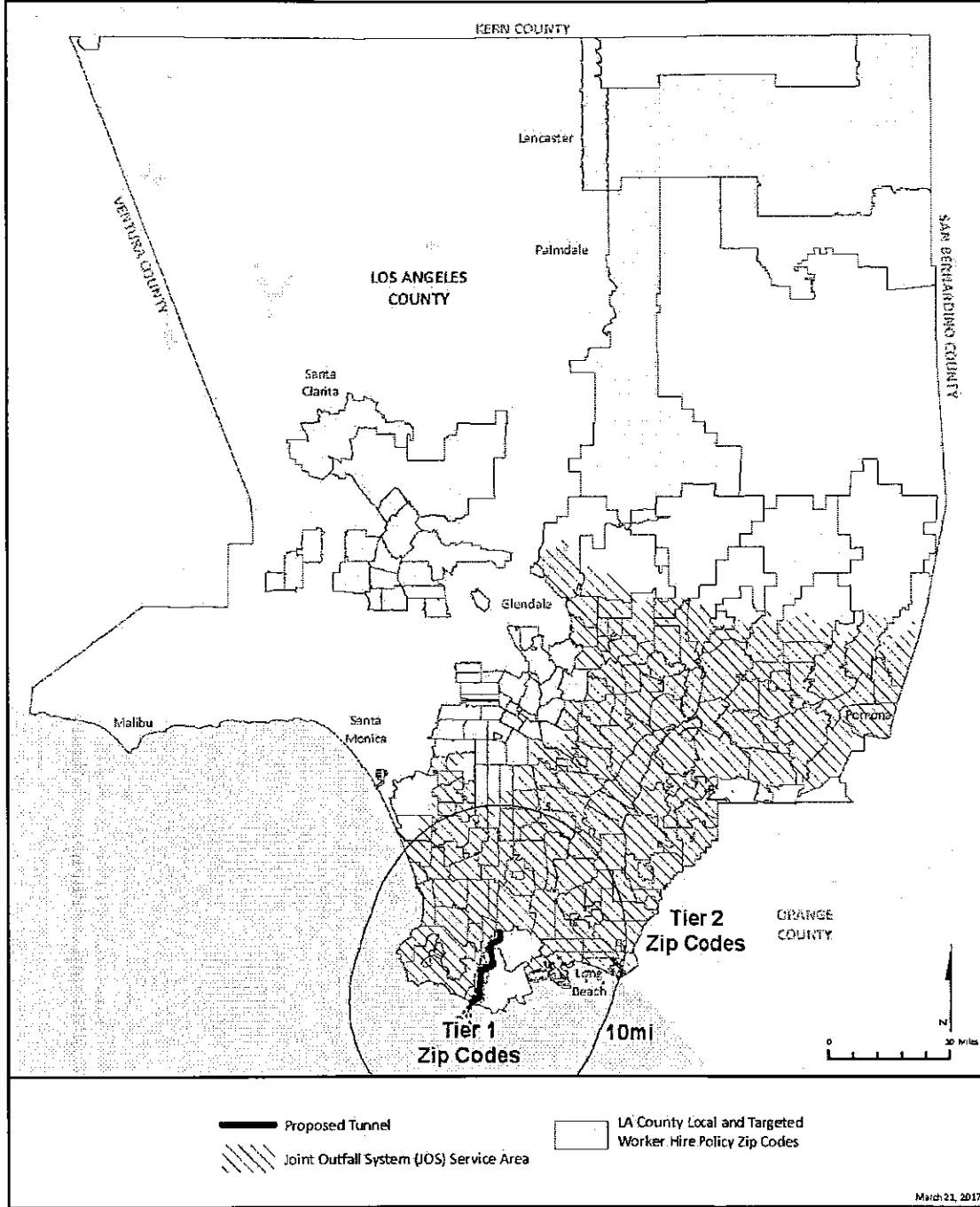
Tier 1 Zip Codes

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

Tier 2 Zip Codes

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

Attachment D Local Hire Figure



ATTACHMENT E
APPLICABLE MASTER LABOR AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Construction Trade Unions Contact Information

Asbestos Heat & Frost Insulators (Local 5)

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

Boilermakers (Local 92)

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

Bricklayers & Allied Craftworkers (Local 4)

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

Drywall Finishers Local 1136

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

Electricians (Local 11)

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

Elevator Constructors (Local 18)

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

Operating Engineers (Local 12)

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

Glaziers (Local 636)

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

Gunite Workers (Local 345)

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

Iron Workers (Reinforced – Local 416)

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

Iron Workers (Structural – Local 433)

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

Laborers Local 1309

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

Laborers Local 300

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

Painters & Allied Trades DC 36

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

Plaster Tenders

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

Plumbers (Local 78)

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

Pipe Trades (Local 250)

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

Pipe Trades (Local 345)

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

Pipe Trades (Sprinkler Fitters – Local 709)

12140 Rivera Road
 Whittier, CA 90606
 Tel: (562) 698-9909
 Fax: (562) 698-7255

Plasterers (Local 200)

1610 W. Holt Ave.
 Pomona, CA 91768
 Tel: (909) 865-2240
 Fax: (909) 865-9392

Cement Masons #500

1605 N. Susan St.
 Santa Ana, CA 92703
 Tel.: (714) 554-0730
 Fax: (714) 265-0780

Resilient Floor & Dec. Cov. (Local 1247)

8051 Pioneer Blvd.
 Whittier, CA 90606
 Tel: (562) 695-7402
 Fax: (562) 695-6337

Roofers & Waterproofers (Local 36)

5380 Poplar Blvd.
 Los Angeles, CA 90032
 Tel: (323) 222-0251
 Fax: (323) 222-3585

Sheet Metal Workers (Local 105)

2120 Auto Centre Dr., Suite 105
 Glendora, CA 91740
 Tel: (909) 305-2800
 Fax: (909) 305-2822

Teamsters (Local 986)

1198 Durfee Avenue
 So. El Monte, CA 91733
 Tel: (626) 350-9860
 Fax: (626) 448-0986

Tradeshow and Sign Crafts

1155 Corporate Center Drive
 Monterey Park, CA 91754
 Tel: (626) 296-8086
 Fax: (626) 584-1949

Southwest Regional Council of Carpenters

533 S. Fremont Ave., 10th Fl.,
 Los Angeles, CA 90071
 Tele.: (213) 385-1457

EXHIBIT C

Title	Hourly Rate
Vice President	\$385
Assoc Vice President	\$355
Sr Associate 2	\$345
Sr Associate	\$310
Associate 2	\$280
Associate	\$250
Sr Principal Engineer 2	\$240
Sr Principal Engineer	\$220
Principal Engineer 2	\$200
Engineer/Principal Engineer	\$185
Assistant Engineer 2	\$170
Assistant Engineer	\$150
Sr CAD Designer	\$175
CAD Designer	\$145
Technician	\$130
Sr Administrator	\$140
Administrator	\$120