

## **GEOTECHNICAL TESTING AND INSPECTIONS CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this **6th** day of **December** in the year **2018**, between **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (“DISTRICT”) and **MTGL, INC.** (“CONSULTANT”). DISTRICT and CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT requires specialized services and/or advice in connection with certain engineering and/or surveying matters where such services and advice are not available to DISTRICT without cost either internally or from other public agencies;

**WHEREAS**, CONSULTANT is specially experienced and competent to provide to DISTRICT, certain specialized services and holds a valid and current license as a geotechnical engineer in California;

**WHEREAS**, to the extent required by law, CONSULTANT is and shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 while performing or providing any Services under this AGREEMENT;

**WHEREAS**, DISTRICT desires to obtain specialized services and/or advice for **GEOTECHNICAL TESTING AND INSPECTION AND SOILS IMPORT/EXPORT TESTING CONSULTING SERVICES** for the **JOHNSON STUDENT CENTER AT SANTA ANA COLLEGE**, hereinafter referred to as the “PROJECT,” located within DISTRICT; and

**WHEREAS**, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to DISTRICT on the terms hereafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

### **ARTICLE I – SCOPE OF SERVICES**

1. **Services.** CONSULTANT shall provide to the DISTRICT on the terms set forth in Article I as well as those articulated in **EXHIBIT “A”** which is attached hereto and incorporated herein (“Services”). The PARTIES agree if there is a proposal or similar document attached or incorporated into **EXHIBIT “A”**, that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT’s proposal or similar document.

2. **Time.** CONSULTANT’s Services shall be completed and the logs and report(s) delivered to DISTRICT and Architect within the time frame set forth in **EXHIBIT “A”** after written authorization to proceed is received, barring circumstances beyond CONSULTANT’s control which forces a delay. In such an instance, CONSULTANT will inform DISTRICT in writing of the cause of the delay.

3. **Contract Term.** The TERM OF THIS AGREEMENT shall be from **December 6, 2018**, until one of the following occurs:

a. **June 30, 2021;**

b. The PROJECT is completed per the scheduled time frame in **EXHIBIT "A"**; whichever occurs later; or

c. This AGREEMENT is terminated as set forth herein.

4. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of DISTRICT, and CONSULTANT acknowledges and agrees that DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to DISTRICT all of the Services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of DISTRICT, such Services as are called for hereunder.

b. CONSULTANT, in providing the Services and in otherwise carrying out its obligations to DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. CONSULTANT has reviewed the geotechnical investigation (soils) report and all addenda to the report, the DSA-approved plans and specifications, and the work performed by the previous geotechnical engineer of record, Terracon Consulting, Inc., and concurs with the previous geotechnical engineer's findings, conclusions and recommendations as presented in their report(s).

d. CONSULTANT acknowledges and accepts the transfer of responsibility as Geotechnical Engineer of Record and agrees to execute and submit to DSA, DSA Form 109 acknowledging its acceptance of responsibility and concurring with the reports prepared by previous geotechnical engineer of record, Terracon Consulting, Inc. CONSULTANT will sign **Exhibit "B"** DSA Form 109, Transfer of Responsibility; Geotechnical Engineer.

5. Services, Generally. CONSULTANT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of care of a professional geotechnical engineer practicing in California on projects of similar size and scope. The CONSULTANT will furnish, at its expense, those Services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the Services set forth are within the technical and professional areas of expertise of the CONSULTANT or any sub-consultant the CONSULTANT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide Services in addition to, or different from, the Services described in this AGREEMENT. The CONSULTANT shall advise the DISTRICT in writing of any Services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

6. Coordination of Services. During the term of this AGREEMENT, the CONSULTANT shall coordinate its services with the DISTRICT, Architect, Project Inspector, Contractor, and other parties to ensure that any requirements applicable to the CONSULTANT under DSA's Inspection Card (Form 152) and any subsequent revisions or updates thereto issued or required by DSA, or any

other/alternate processes are being met in compliance with DSA requirements. The CONSULTANT shall take all action necessary as to not delay progress in meeting any DSA requirements. The CONSULTANT shall meet any applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

7. DSA Reports; Certifications. CONSULTANT shall provide any required DSA reports, certifications or forms for each of the DSA application numbers included under this PROJECT within ten (10) calendar days of that specific DSA application number PROJECT completion.

8. Drilling and Sampling Methods:

a. The location and depth of the borings proposed by CONSULTANT shall be shown on a sketch provided by the CONSULTANT. If CONSULTANT finds it necessary to change the location or depth of any of these proposed borings, DISTRICT shall be notified and a new location or depth shall be agreed upon between DISTRICT and CONSULTANT.

b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, CONSULTANT shall immediately consult with DISTRICT. CONSULTANT shall take such measures as are required to obtain the necessary information, subject to DISTRICT's approval.

c. CONSULTANT shall advise DISTRICT as to any further exploration and testing required to obtain information that CONSULTANT requires for a professional interpretation of subsoil conditions at the PROJECT site and shall perform such additional work as authorized by DISTRICT. The extent of exploration undertaken shall be consistent with that necessary to perform Services consistent with the standards of CONSULTANT's profession and that which would be necessary given the size and scope of the PROJECT and consistent with the terms of this AGREEMENT. Sampling operations for both disturbed and undisturbed samples shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other procedures, and as necessary to produce the information required for the Report(s).

d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standards D1586, D1587 and D2113.

e. Rock cores shall be not less than one and one eighth (1-1/8) inches in diameter, and shall be placed in core boxes properly labeled as indicated above.

f. The samples shall be preserved and field logs prepared by a California Registered Geotechnical Engineer.

g. CONSULTANT shall notify DISTRICT before drilling equipment is removed from the PROJECT site and advise DISTRICT as to the field description of soil conditions encountered. CONSULTANT shall perform such additional borings or other exploration as may be authorized by DISTRICT.

9. Field and Laboratory Reports: CONSULTANT shall carefully review and become familiar with the Field and Laboratory Reports and Geotechnical Engineering Report and

associated addenda prepared by Terracon Consulting, Inc. ("Geotechnical Report"), for which CONSULTANT has assumed responsibility, as necessary to properly oversee and ensure Contractor's compliance with the Contract Documents. CONSULTANT shall prepare field and laboratory reports as follows:

- a. All segments of the reports covering the investigations and analyses shall be made on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. If larger drawings are necessary, they shall be folded and bound into the booklet. Written reports and analyses shall be on CONSULTANT's letterhead. Each drawing shall carry a title block which contains the PROJECT name and location, the Registered Geotechnical Engineer's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the California Registered Professional Engineer who is the responsible checker. Report(s) shall also be delivered to the DISTRICT in electronic PDF format as well as one (1) hard copy.
- b. All data required to be recorded according to the ASTM Standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standard D2488, but the classification for final logs shall be based on the field information, plus results of tests plus further inspection of samples in the laboratory by CONSULTANT.
- c. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
- d. Identify the ASTM Standards or other recognized standard sampling and test methods utilized.
- e. Provide a plot plan giving dimensioned locations of test borings.
- f. Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value) and, where applicable, depth to wet cave-in, depth to artisan head, groundwater elevation and time when water reading was made (repeat observation after 24 hours) and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect Engineering conclusions.
- g. Describe the existing surface conditions and summarize the subsurface conditions.
- h. Provide a profile and/or topographic map of rock or other bearing stratum.
- i. Analyze the probable variations in elevation and movements of subsurface water due to seasonal influences.
- j. Report all laboratory determinations of soil properties.

10. Foundation Engineering Evaluation and Recommendations: CONSULTANT shall analyze the information developed by investigation or otherwise available to CONSULTANT, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with Architect on the design and engineering requirements of the PROJECT. Based on such analysis and consultation, CONSULTANT shall submit a professional evaluation and recommendations for the necessary areas of consideration, including but not limited to the following:

- a. Foundation support of the structure and slabs, including soil bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
- b. Anticipation of, and management of, groundwater for design of structures and pavements.
- c. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
- d. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
- e. Pavement design.
- f. Design criteria for temporary excavation and temporary protection such as excavation sheeting, underpinning and temporary dewatering systems.
- g. Stability of slopes.
- h. Seismic activity.
- i. Frost penetration depth and effect.
- j. Analysis of the effect of weather and/or construction equipment on soil during construction.
- k. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
- l. Evaluation of depth of material requiring rock excavation methods for removal.

11. Environmental Services:

- a. Provide environmental testing in accordance with specification section 014524, Import/Export Material Testing.
- b. The consultant shall evaluate the District's pre-approved test sites and re-test as needed.
- c. The consultant shall have the required tests performed and report results noting if the tested material passed or failed and shall furnish copies to the District's Representative, Project Inspector, Architect, Contractor, and/or others as required.

12. Construction Services:

a. CONSULTANT Access. CONSULTANT shall have access to the PROJECT site at all times.

b. Contractor Compliance. CONSULTANT shall endeavor to secure compliance by Contractor with the 1) Contract Documents and 2) Geotechnical Engineering Report and associated addenda created by Terracon Consultants, Inc, herein referred to as "Geotechnical Report" CONSULTANTS does not guarantee the performance of the Contractor(s) contract(s).

c. Consultants's Observations. CONSULTANT shall make periodic inspections of construction work involving or associated with the Geotechnical Report, recommendations and requirements and advise DISTRICT of any observed deficiencies in construction of the PROJECT. CONSULTANT shall advise the DISTRICT to reject work which does not conform to the Contract Documents and/or Geotechnical Report.

d. No Additional Costs. CONSULTANT shall not issue orders to Contractor that might commit DISTRICT to extra expenses without first obtaining the written approval of DISTRICT.

e. Contractor Performance Evaluation. CONSULTANT shall provide written evaluation of the performance of Contractor under the requirements of the Contract Documents, if requested by DISTRICT.

f. Project Close-Out. CONSULTANT shall be responsible for assisting DISTRICT in gathering information and processing forms required by applicable governing authorities, such as building departments, and DSA, in a timely manner and assist with the proper PROJECT close-out and certification with DSA.

g. DSA Interim Verified Reports. CONSULTANT shall prepare and submit Interim Verified Reports to DSA in a timely manner such that construction is not delayed, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work and Foundation Prep;
- (b) Vertical and Horizontal Framing;
- (c) Appurtenances; and
- (d) Finish Site Work; and
- (e) Other Work.

h. DSA Final Verified Report. CONSULTANT shall execute and submit a signed Final Verified Report (Form 6) to DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer, and the DISTRICT upon any of the following events:

- (a) Within fourteen (14) calendar days of the completion of the CONSULTANT's services;
- (b) When work on the PROJECT is suspended for a period of more than one (1) ninety (90) days;
- (c) When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- (d) In the event DSA requests a Verified Report.

13. General Requirements:

- a. Written Authorization. If work requested by Architect pursuant to this ARTICLE involves additional charge by CONSULTANT, prior written approval of DISTRICT shall be obtained prior to proceeding. The DISTRICT's prior written authorization is an express condition precedent to any payment to the CONSULTANT for such work, and no claim for any additional compensation shall be valid absent such prior written approval by the DISTRICT.
- b. Standard of Care. CONSULTANT's Services shall be performed in a manner which is consistent with professional skill and standard of care required for projects of similar size and complexity and the orderly progress of the work. CONSULTANT represents that it will follow the standards of CONSULTANT's profession in performing all Services under this AGREEMENT.
- c. Licensed/Registered Professional Engineer. All work shall be performed by qualified personnel under the supervision of a California Licensed/Registered Professional Engineer. All reports shall bear the seal of a Registered Professional Engineer and/or Professional Geologist.
- d. Meetings; Conferences. CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among CONSULTANT and any other party related to the PROJECT, including DISTRICT, Architect or Contractor, during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. CONSULTANT shall provide a copy of such record to DISTRICT.
- e. Protection of Property: CONSULTANT shall contact DISTRICT and all utility companies in order to obtain information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property when CONSULTANT is performing its Services under this AGREEMENT. CONSULTANT shall reasonably restore the site to the condition existing prior to CONSULTANT's entry, which restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be plugged temporarily, pending any additional groundwater readings. At the completion of any groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.
- f. Reports and Logs: Deliver three (3) hard copies and one (1) compact disc with a PDF copy of Geotechnical Report(s) and logs to DISTRICT. It is understood that DISTRICT, or Architect on DISTRICT's behalf, may make and distribute copies of the reports and boring

logs as necessary in connection with the proposed PROJECT without incurring obligation to CONSULTANT for additional compensation.

g. Disposition of Samples: After all laboratory tests have been completed, samples shall be retained at CONSULTANT's office, and remain open to inspection (until the end of recording of a notice of completion at which time DISTRICT shall be contacted as to disposition of samples).

h. Laboratory of Record: All Laboratories of Record utilized by the CONSULTANT or hired as a sub-consultant must have approval by the DSA Laboratory Evaluation and Acceptance Program ("LEA") and demonstrate that it meets the requirements for supervision of special inspections, quality control, and records retention that would enable the laboratory's engineering manager to file a combined verified report.

i. CSWPA. CONSULTANT will be required to comply with the DISTRICT's Community and Student Workforce Project Agreement ("CSWPA"), to the extent required by the attached as **EXHIBIT "C"** for CONSULTANT'S use and reference.

j. DIR Contractor Registration. This PROJECT is a public works project as defined in Labor Code section 1720. To the extent applicable, the CONSULTANT and all subcontractors performing the work for the PROJECT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. To the extent applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

## ARTICLE II – PAYMENTS TO CONSULTANT

1. Basic Services: CONSULTANT agrees to perform Services set forth in this AGREEMENT, and DISTRICT agrees to pay CONSULTANT for such Services in accordance with **EXHIBIT "A"**. Payment under this ARTICLE includes the cost of the geotechnical observation, engineering and testing Services necessary for the PROJECT including the furnishing of all materials, apparatus, labor, and any required insurance for exploration procedures, sampling, field and laboratory testing, preparing and submitting boring logs and reports and any other geotechnical Services as set forth in **EXHIBIT "A"**.

2. Additional Services: Compensation for Additional Services shall be dependent upon CONSULTANT's compliance with the provisions outlined in ARTICLE IV below and shall be calculated in accordance with the rates set forth in **EXHIBIT "A"**.

3. Reimbursable CONSULTANT Costs/Expenses: DISTRICT recognizes that certain costs and expenses associated with the Services performed are reimbursable to the CONSULTANT. Provided



that the CONSULTANT obtains the DISTRICT's prior written approval, costs and expenses will be reimbursed to the CONSULTANT in accordance with this ARTICLE. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the DISTRICT and calculated in accordance with the rates set forth in **EXHIBIT "A"**. The CONSULTANT's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the DISTRICT:

- a. Approved reproduction of reports and/or other documents in excess of the copies required by this AGREEMENT;
- b. Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this AGREEMENT;
- c. Cost of sub-consultants hired by CONSULTANT for additional services with prior written approval of DISTRICT.
- d. Laboratory services performed by an outside laboratory.
- e. Other DISTRICT requested items as requested in writing.

4. CONSULTANT's Invoices. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the Service, identify the individual performing the Service, state the hours worked and rate charged, and describe the Service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced items. Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the invoice.

5. District's Right to Withhold. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: 1) defective or deficient work product not remedied; 2) failure of the CONSULTANT to make payments properly to its employees or sub-consultants; or 3) failure of CONSULTANT to perform its Services in a timely manner so as to conform to PROJECT schedule.

### **ARTICLE III – TERMINATION: SUSPENSION**

1. Termination for Default. Either the DISTRICT or CONSULTANT may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other party in its performance of a material obligation hereunder and such default in performance is not caused by the party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the party

receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the DISTRICT's right to terminate this Agreement pursuant to the foregoing, the DISTRICT may terminate this Agreement upon written notice to CONSULTANT if: (i) CONSULTANT becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CONSULTANT or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CONSULTANT or any of CONSULTANT's property on account of CONSULTANT's insolvency; or (ii) if CONSULTANT disregards applicable laws, codes, ordinances, rules or regulations. If DISTRICT exercises the right of termination hereunder, the Contract Price due the CONSULTANT, if any, shall be based upon Basic Services, authorized Additional Services, and allowable expenses incurred or provided prior the effective date of the DISTRICT's termination of this Agreement, reduced by the DISTRICT's prior payments of the Contract Price and losses, damages, or other costs sustained by the DISTRICT arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the CONSULTANT, if any, shall be made by DISTRICT only after completion of the Post-Construction Phase of the Project. CONSULTANT shall remain responsible and liable to DISTRICT for all losses, damages, or other costs sustained by DISTRICT arising out of termination pursuant to the foregoing or otherwise arising out of CONSULTANT's default hereunder, to the extent that such losses, damages or other costs exceed any amount due CONSULTANT hereunder for Basic Services, authorized Additional Services, and Expenses.

2. DISTRICT's Termination for Convenience. The DISTRICT may, at any time, upon seven (7) days advance written notice to CONSULTANT terminate this Agreement or the Work of the Project for the DISTRICT's convenience and without fault, neglect, or default on the part of CONSULTANT. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the DISTRICT's written notice to CONSULTANT or such other time as the DISTRICT and CONSULTANT may mutually agreed upon. In such event, the DISTRICT shall make payment of the Contract Price to CONSULTANT for services provided through the date of termination plus actual costs incurred by CONSULTANT directly attributable to such termination.

3. CONSULTANT Obligations upon Termination. Upon the DISTRICT's exercise of the right of termination under Article III, Paragraph 1 or 2 of this Agreement, the CONSULTANT shall take action as directed by the DISTRICT relative to its on-going administration of geotechnical construction services of the Project. If requested by the DISTRICT, the CONSULTANT shall within ten (10) days of such request, assemble and deliver to the DISTRICT all Geotechnical Documents, work product, instruments of service, and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the CONSULTANT under this Agreement. The CONSULTANT shall deliver the originals of all Geotechnical Documents, work product, instruments of service, and other items of a tangible nature requested by the DISTRICT pursuant to the preceding sentence; provided, however, that the CONSULTANT may, at its sole cost and expense, make reproductions of the originals delivered to the DISTRICT.

4. DISTRICT's Right to Suspend. The DISTRICT may, in its discretion, suspend all or any part of the construction of the Project or the CONSULTANT's services under this Agreement; provided, however, that if the DISTRICT shall suspend construction of the Project or CONSULTANT's services under this Agreement for a period of sixty (60) consecutive days or more and such suspension is not caused by the CONSULTANT's default or the acts or omissions of CONSULTANT or its CONSULTANTS, upon lifting of such suspension, the Contract Price may be adjusted to reflect actual costs and expenses incurred by CONSULTANT, if any, as a direct result of the suspension and resumption of the Project construction or CONSULTANT's services under this Agreement.

5. CONSULTANT Suspension of Services. If the DISTRICT shall fail to make payment of an undisputed invoice when due CONSULTANT hereunder, CONSULTANT may, upon seven (7) days advance written notice to the DISTRICT, suspend further performance of services relating to the Project hereunder until such undisputed payment is received. In such event, CONSULTANT shall have no liability for any delays or additional costs of construction of the Project due to, or arising out of, such suspension.

#### **ARTICLE IV – DISPUTES**

1. Continuation of CONSULTANT Services. Except in the event of the DISTRICT's failure to make payment of an undisputed invoice due CONSULTANT for the Project, notwithstanding any disputes between DISTRICT and CONSULTANT hereunder or in connection with the Project, CONSULTANT and DISTRICT shall each continue to perform their respective obligations hereunder; including the obligation of the CONSULTANT to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

2. Mandatory Mediation. All claims, disputes and other matters in controversy between the CONSULTANT and the DISTRICT arising out of or pertaining to this Agreement, excepting therefrom claims for indemnity, shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service and their respective governing Construction Mediation Rules in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the DISTRICT or the CONSULTANT commencing arbitration proceedings pursuant to Paragraph 3 below.

3. Arbitration. All claims, disputes or other matters in controversy between CONSULTANT and DISTRICT arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in Paragraph 2 above shall be settled and resolved by binding arbitration before one (1) retired judge conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service. Any arbitration hereunder shall be conducted in the JAMS' Regional Office or other ADR service's office closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the DISTRICT and the CONSULTANT and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The DISTRICT and CONSULTANT hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Furthermore, if any claim or dispute is asserted by the Project Architect, Construction Manager if any, the Contractor and/or the DISTRICT relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the CONSULTANT hereunder or the Instruments of Service prepared by or through the CONSULTANT, CONSULTANT and DISTRICT agree that any arbitration proceedings initiated between CONSULTANT and DISTRICT hereunder shall, without the need for an order of the Court, be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute by and between the

aforementioned parties, regardless of the dispute resolution service selected.

4. Compliance with Government Code §900 et seq. The foregoing provisions relating to dispute resolution procedures notwithstanding, neither this Agreement nor such provisions shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CONSULTANT's submission of claims to the DISTRICT as a express condition precedent and prerequisite to filing a Demand for Arbitration, which shall be deemed a "claim" for money or damages under Government Code §900 et seq. The CONSULTANT's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CONSULTANT's initiation of the binding arbitration procedures under Article IV, Paragraph 3, above.

5. Limitation on Arbitrator's Authority. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Orange, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

#### ARTICLE V – ADDITIONAL SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for Additional Services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONSULTANT to perform Additional Services which are, in the DISTRICT's discretion, necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such Additional Services. CONSULTANT shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents;

b. Preparing reports and other documentation and supporting data, and providing other Services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the Services articulated in EXHIBIT "A" where the requests for additional shifts do not arise from the direct or indirect

negligence, errors or omissions on the part of CONSULTANT, the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT; and

- d. Providing any other services as requested in writing by the DISTRICT.

#### **ARTICLE VI – SUCCESSORS AND ASSIGNS**

1. It is mutually understood and agreed that this AGREEMENT shall be binding upon the DISTRICT and its successors and upon the CONSULTANT, its partners, successors, executors, and administrators. Neither this AGREEMENT, nor any monies due or to become due thereunder, may be assigned by the CONSULTANT without the written consent and approval of the DISTRICT.

#### **ARTICLE VII – ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel hours and other expenses pertaining to the PROJECT and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times for a period from the date of this AGREEMENT through two (2) years after completion of the PROJECT.

#### **ARTICLE VIII – REPORTS AND/OR OTHER DOCUMENTS**

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this ARTICLE shall be deemed a material breach of this AGREEMENT.

#### **ARTICLE IX – INDEMNITY AND INSURANCE**

1. Indemnity. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- a. Workers' Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT;

- b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, CONSULTANT shall indemnify and hold DISTRICT harmless from any liability for damages for: 1) death or bodily injury to person; 2) injury to, loss or theft of property; 3) any failure or alleged failure to comply with any provision of law; or 4) any other loss, damage or expense arising under either 1), 2), or 3) above, sustained by CONSULTANT or DISTRICT, or any person, firm or corporation employed by CONSULTANT or DISTRICT upon or in connection with the PROJECT, except for liability

resulting from the sole or active negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent consultants who are directly employed by DISTRICT. CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against DISTRICT (other than professional negligence covered by Paragraph c, below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof;

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, CONSULTANT shall indemnify and hold DISTRICT harmless from any loss, injury or death of persons or damage to property caused by any act, neglect, default or omission of CONSULTANT or DISTRICT, or any person, firm or corporation employed by CONSULTANT or DISTRICT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including DISTRICT, arising out of, or in any way connected with the Services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of DISTRICT. With regard to CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against DISTRICT, but rather to reimburse DISTRICT for attorney's fees and costs incurred by DISTRICT in defending such actions or proceedings brought against DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT.

2. Sole Indemnity Provisions THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE X, PARAGRAPH 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

3. No Limitation of CONSULTANT Liability. ANY ATTEMPT TO LIMIT CONSULTANT'S LIABILITY TO DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN DISTRICT AND CONSULTANT.

4. Insurance. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers Compensation/Employers Insurance. CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial General Liability Insurance. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate, and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

c. Professional Liability Insurance. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by CONSULTANT, and DISTRICT shall be named as an additional insured.

e. District as Additional Insured. Each policy of insurance required in ARTICLE VIII, Paragraphs 4 a, b, c, and d above shall name DISTRICT and its officers, agents and employees as additional insureds; and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

f. Subconsultant Insurance Requirements. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such sub-consultant to purchase and maintain insurance coverage for the types of insurance referenced in ARTICLE VIII, Paragraphs 4a, b, c, and d above in amounts which are appropriate with respect to that sub-consultant's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

## ARTICLE IX – MISCELLANEOUS

1. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the Services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. CONSULTANT shall not change any of the key personnel included in EXHIBIT "A" without prior written approval by DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel.

3. If any personnel fail to perform to the satisfaction of the DISTRICT or fully comply with the terms of this AGREEMENT, then upon written notice by the DISTRICT the CONSULTANT shall remove that person from the Project and replace that person with personnel acceptable to the DISTRICT within five (5) business days of said notice. All lead or key personnel for any CONSULTANT must also be designated by the CONSULTANT and shall be subject to the DISTRICT's right to interview and approve replacement personnel. In either case, DISTRICT shall be allowed to interview and approve replacement personnel.

4. Conflict of Interest. The CONSULTANT hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the CONSULTANT has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the CONSULTANT shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

5. Prevailing Wages: For purposes of California Labor Code section 1720 et seq., the PROJECT is a public works project. If applicable and required, CONSULTANT shall pay, and shall cause all sub-consultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT.

6. No Third Party Beneficiaries Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

7. Entire Agreement. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.



THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY PROPOSAL, GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Time. Time is of the essence with respect to all provisions of this AGREEMENT.

9. Attorney's fees and Costs. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

11. Uncertainties/Ambiguities. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

12. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

13. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

14. Governing Law: This AGREEMENT shall be governed by the laws of the State of California.

15. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

16. Gift Ban: Effective April 25, 2016, the Board of Trustees adopted Board Policy 3821 Gift Ban Policy. The Consultant shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. For further reference and information please read BP 3821 located found on the RSCCD website at <http://www.rsccd.edu/Trustees/Pages/BP-3821.aspx>.

17. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Rancho Santiago Community College District  
Attn: Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction & Support Services  
2323 North Broadway, Suite 112  
Santa Ana, CA 92703  
Telephone: (714) 480-7510  
Facsimile: (714) 796-3910

To the CONSULTANT:

MTGL, INC.  
Attn: Steven Koch  
Senior Vice President  
2992 E. La Palma Avenue, Ste A  
Anaheim, CA 92806  
Telephone: 714-632-2999  
Email: [skoch@mtglinc.com](mailto:skoch@mtglinc.com)

18. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

19. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

20. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

21. Parking: CONSULTANT shall be responsible for purchasing applicable parking passes from Cashiers Offices when the need arises to visit any of the campuses.

22. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

23. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

#### ARTICLE X – ENTIRE AGREEMENT

1. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

2. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by officials of the CONSULTANT and the DISTRICT having authority equal to or greater than that of the officials signing this AGREEMENT. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

*Signatures on the following page*

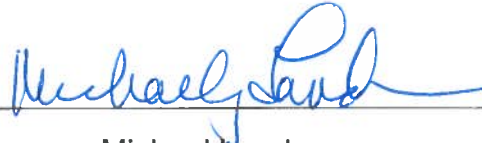
The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

**CONSULTANT:**

MTGL, INC.

**DISTRICT:**

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

By: 

Print Name: Michael Landon

Its: President

Date: 12/10/18

Address: 2992 E. La Palma Ave., Suite A  
Anaheim, CA 92806

Phone: 714-632-2999

Tax ID: 33-0580168

E-mail: mlandon@mtglinc.com

DIR NO: 1-000006646

By: 

Peter J. Hardash, Vice Chancellor Business  
Operations and Fiscal Services

Date: 12/4/18

**COPIES TO:**

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support  
Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim, Director of Purchasing

**EXHIBIT "A"**

**1. Compensation for Basic Services:**

The DISTRICT shall compensate the CONSULTANT for the performance of all Services required under this AGREEMENT an hourly amount not-to-exceed **ONE HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED DOLLARS (\$127,100)**. Payments will be based on monthly invoices, payable in arrears, which will set forth the hours actually worked and expenses incurred during the billing period. The billing rates indicated herein will be multiplied by the actual hours for each position to arrive at the total fee for each month. The CONSULTANT will not exceed the not-to-exceed fee without prior written authorization of the DISTRICT.

a. Allowance: Included in the above fee is an allowance to perform any additional services including import/export environmental testing, additional geotechnical investigations and borings, and additional geotechnical special inspections and testing services. The District allowance total is **SEVENTY DOLLARS ONLY (\$70,000)**. Prior written approval by the District is required for the use of the allowance. Rates and fees are subject to written District approval prior to commencement of additional services, as described in Article V.

b. Reimbursables: Included in the above fee, is an estimated reimbursable expense in the amount of **THOUSAND DOLLARS ONLY (\$1,000)**. Allowable reimbursable expenses are set forth in Article II, Section 3. Reimbursable expenses shall be paid to the CONSULTANT at one and five hundredths (1.05) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants.

**2. Hourly Rates/Fee Schedule:**

<b>Position/Service</b>	<b>Hourly Rates</b>
Geotechnical Engineer	\$120
Staff Engineer	\$95
Laboratory Manager	\$95
Field Supervisor	\$90
Field Technician	\$90
Industrial Hygienist/Environmental Sampler	\$100
Soil Techs	\$90
Building Pad Over-Excavation	\$90
Pier Removal	\$90
Grading Fill Scarification for Building Pads	\$90
Utility Trench Back filling	\$90
Footing Excavation Observation	\$95
Wall/footing Backfilling	\$90
Asphalt Compaction Testing	\$90
Base material Compaction Testing	\$90
Sample Pick Ups	\$40
Office Support / Clerical	\$50
Lab Technician	\$90

Field Engineer	\$120
Field Technician	\$90
Project Manager	\$90
Senior Staff Engineer	\$95
Principal Professional	\$120
Other Field Services or Personnel – Compaction Report	\$500

Any overtime, weekend, or holiday work must be pre-approved and authorized by the District in advance prior to commencement of such work and must be provided in writing.

The Consultant shall ensure the hourly rates are all-inclusive and cover union yearly increases and minimum hourly charges for the duration of the project. Pursuant to the contract negotiated by the Operating Engineers Local Union No. 12, set forth by the Department of Industrial Relations, minimums are defined as two- hour minimum for showing up, four-hour minimum if work is commenced, and eight-hour minimum for any work over four hours. Hourly minimums do not apply to overtime work and non-field personnel.

**3. Lab Service Testing Rates:**

Tests	Rates per Test
Moisture and Dry Density	\$150
Max Density and Optimum Test	\$150
Aggregate Base	\$150
Sieve Analysis	\$40
Expansion Index	\$90
Sand Equivalent	\$65
R-Value	\$225
Nuclear Gauge	\$70 (Daily Rate)
Field Density/Sand Cone	\$150
Asphalt: H'veem Compaction	\$120
Asphalt: Extraction & Gradation	\$50
DSA Lab of Record Verified Reports	\$500

Environmental Tests* (Soil Sample Analysis DTSC Clean Fill)	Rates per Test
* total sample quantities is dependent on total cubic yards of soil being imported.	
Site visit - each (includes field sampling, delivery of samples to analytical lab, report preparation)	\$1,700
Volatile Organic Compounds, 8260B/5035 Analysis	\$104
Total Petroleum Hydrocarbons, Utilizing EPA Method 8015M	\$57.50
Total Petroleum Hydrocarbons, Utilizing EPA Method 8015M Full Carbon Speciation	\$39
Polychlorinated biphenyls, Utilizing EPA Method 8082	\$78
Title 22 (CAM 17) Metals, Utilizing EPA Method 6010B/7470A	\$104
Semi-Volatile Compounds, Utilizing EPA Method 8270C	\$182
Organochlorine Pesticides, Utilizing EPA Method 8081A	\$104
Organophosphorous Pesticides Utilizing EPA Method 8141A	\$130

Chlorinated Herbicides, Utilizing EPA Method 8151A	\$162.50
Hexavalent Chromium, Utilizing EPA Method 7199	\$111
Arsenic/Thallium, Utilizing EPA Method 6020	\$65
Polycyclic Aromatic Hydrocarbons, Utilizing EPA Method 8270 SIM	\$130
Asbestos – PLM Methods	\$20
Metals STLC Analysis	\$45
Metal (each)	\$10

4. **Schedule of Work:**

See attached pages for the anticipated project schedule (subject to change), as provided by the General Contractor.

5. **Proposed Project and Scope of Services:**

The scope of work shall include "SOILS" category as indicated to be completed by the geotechnical engineer on Form DSA-103 for both Increment 1 (DSA # 04-11610-1) and Increment 2 (DSA # 04-11610-2).

6. **Deliverables:**

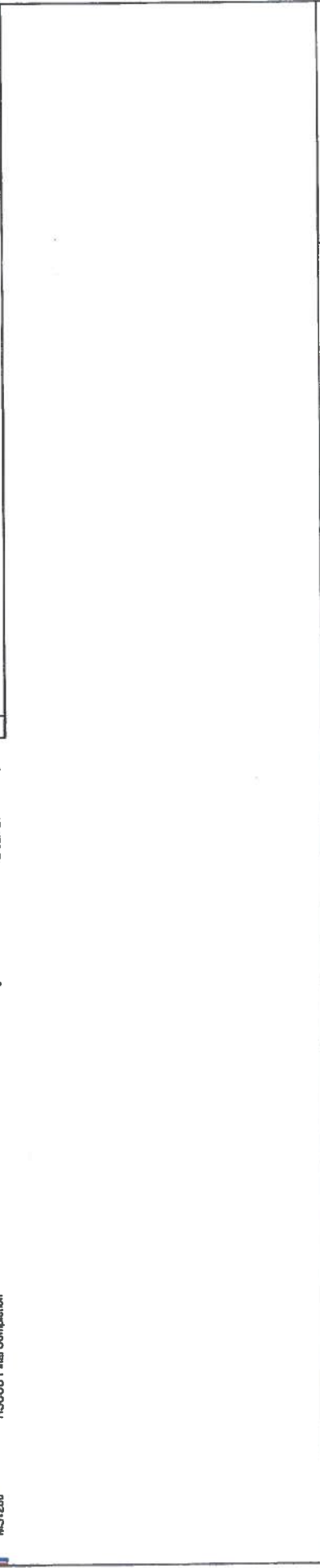
Deliverables shall consist of daily test and daily inspection reports, monthly verification reports and a project final verification report.

7. **Sub-Consultants**

None

EDU2018-11	Activity Name	Orig Dur	Start	Finish	Total Foot
	<b>RSCCD Johnson Student Center</b>	549	26-Nov-18	12-Jan-21	0

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Foot
<b>Executive Summary &amp; Milestones</b>					
MS1150	Board Approval of LLB Contract	0	26-Nov-18*	12-Jan-21*	0
MS1023	Substantial Completion Summary (Calendar Days) Target 718 CD's	667	03-Dec-18	29-Sep-20	0
MS1033	Final Completion Summary (Calendar Days) Target 771 CD's	719	03-Dec-18	20-Nov-20	0
MS1003	District Issues NTP (Notice To Proceed)	0	03-Dec-18*		0
MS1250	Construction Summary (Calendar Days)	563	03-Dec-18	17-Jun-20	0
MS1150	Start Demolition	0	17-Dec-18*		0
MS1160	Start Earthwork	0	01-Mar-19		0
MS1080	Site Utilities Complete	0	09-Jul-19	10-Jun-19	19
MS1015	Start of Structural Steel	0			0
MS1070	Concrete Top-Out	0			46
SITE5150	Handscope Complete at South Service Road	0			0
MS1095	Permanent Power	0			27
MS1085	Building Dry-In	0			0
MS1230	Conditioned Air Available	0			30
MS1113	Elevators Complete / Ready for Inspection	0			16
MS1240	Construction Complete	0			0
MS1220	Inclement Weather Allowance	43	18-Jun-20	18-Aug-20	0
MS1255	Weather & Government Summary (Calendar Days)	104	18-Jun-20	29-Sep-20	0
MS1165	Government Delay Allowance	29	19-Aug-20		0
MS1125	McCarthy Substantial Completion	0		29-Sep-20*	0
MS1270	RSCCD Substantial Completion	0		20-Nov-20*	0
MS1130	McCarthy Final Completion	0		20-Nov-20*	0
MS1288	RSCCD Final Completion	0		12-Jan-21*	0



**Run Date - 19-Oct-18**

**Start Date - 26-Nov-18**

**Finish Date - 12-Jan-21**

**Data Date - 26-Nov-18**

**RSCCD Johnson Student Center**





- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone



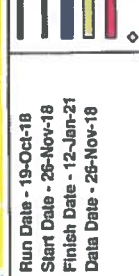
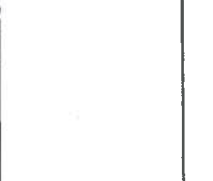
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
<b>RSCCD Johnson Student Center</b>					
<b>Executive Summary &amp; Milestones</b>					
MS1190	Board Approval of LLB Contract	5-03	26-Nov-18	12-Jun-21	0
MS1023	Substantial Completion Summary (Calendar Days) Target 718 CDs	667	03-Dec-18	29-Sep-20	0
MS1033	Final Completion Summary (Calendar Days) Target 771 CDs	719	03-Dec-18	20-Nov-20	0
MS1003	District Issues NTP (Notice To Proceed)	0	03-Dec-18		
MS1250	Construction Summary (Calendar Days)	563	03-Dec-18	17-Jun-20	0
MS1150	Start Demolition	0	17-Dec-18		
MS1160	Start Earthwork	0	01-Mar-19		
MS1080	Site Utilities Complete	0	09-Jun-19		
MS1015	Start of Structural Steel	0	03-Jan-20		
MS1070	Concrete Top-Out	0	27-Jan-20		
SFTES150	Hardscape Complete at South Service Road	0	18-Feb-20		
MS1095	Permanent Power	0	19-May-20		
MS1085	Building Dry-In	0	17-Jun-20		
MS1230	Conditioned Air Available	0	18-Jun-20		
MS1113	Elevators Complete / Ready for Inspection	43	18-Jun-20		
MS1240	Construction Complete	104	18-Jun-20		
MS1220	Indemnet Weather Allowance	29	19-Aug-20		
MS1255	Weather & Government Summary (Calendar Days)	0			
MS1165	Government Delay Allowance	0			
MS1125	McCarthy Substantial Completion	0			
MS1270	RSCCD Substantial Completion	0			
MS1130	McCarthy Final Completion	0			
MS1280	RSCCD Final Completion	0			
<b>Administration</b>					
<b>Buyout / Subcontracting</b>					
Group 1		304	03-Dec-18	03-Dec-19	158
BO1120	Award / Execute Subcontract - Underground Utilities	60	03-Dec-18	28-Feb-19	306
BO1000	Award / Execute Subcontract - Demolition / Abatement	30	03-Dec-18	15-Jan-19	285
BO1010	Award / Execute Subcontract - Rebar	10	03-Dec-18	14-Dec-18	0
BO1020	Award / Execute Subcontract - Masonry	25	03-Dec-18	08-Jan-19	53
BO1030	Award / Execute Subcontract - Structural Steel & Miscellaneous Steel	30	03-Dec-18	15-Jan-19	231
BO1040	Award / Execute Subcontract - Doors & Hardware	15	03-Dec-18	21-Dec-18	2
BO1050	Award / Execute Subcontract - Elevators	30	03-Dec-18	15-Jan-19	249
BO1060	Award / Execute Subcontract - Plumbing	25	03-Dec-18	08-Jan-19	69
BO1070	Award / Execute Subcontract - HVAC	30	03-Dec-18	15-Jan-19	221
BO1080	Award / Execute Subcontract - Electrical / Fire Alarm / Low Voltage / Data	10	03-Dec-18	14-Dec-18	232
BO1090	Award / Execute Subcontract - Earthwork	25	03-Dec-18	08-Jan-19	21
BO1110	Award / Execute Subcontract - Site Concrete	30	03-Dec-18	15-Jan-19	285
BO1460	Award / Execute Subcontract - Pallet Racks	25	03-Dec-18	08-Jan-19	148
Group 2		45	03-Dec-18	05-Feb-19	281

**Run Date - 19-Oct-18**  
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**Data Date - 26-Nov-18**

Remaining Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestones





**RSCCD Johnson Student Center**

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2019	2020	2021
BO1150	Award / Execute Subcontract - Metal Decking	45	03-Dec-18	05-Feb-19	147	[ ]	[ ]	[ ]
BO1160	Award / Execute Subcontract - Waterproofing	45	03-Dec-18	05-Feb-19	83	[ ]	[ ]	[ ]
BO1170	Award / Execute Subcontract - Sheet Metal / Siding Panels	45	03-Dec-18	05-Feb-19	264	[ ]	[ ]	[ ]
BO1190	Award / Execute Subcontract - Glazing & Curtain Walls	35	03-Dec-18	22-Jan-19	148	[ ]	[ ]	[ ]
BO1200	Award / Execute Subcontract - Metal Framing / Drywall / Lath Plaster	45	03-Dec-18	05-Feb-19	151	[ ]	[ ]	[ ]
BO1210	Award / Execute Subcontract - Acoustical Ceilings / Acoustical Treatment	45	03-Dec-18	05-Feb-19	215	[ ]	[ ]	[ ]
BO1220	Award / Execute Subcontract - Food Service Equipment	45	03-Dec-18	05-Feb-19	234	[ ]	[ ]	[ ]
BO1230	Award / Execute Subcontract - Fire Suppression	45	03-Dec-18	05-Feb-19	154	[ ]	[ ]	[ ]
BO1240	Award / Execute Subcontract - AC Pavement	35	03-Dec-18	22-Jan-19	237	[ ]	[ ]	[ ]
BO1250	Award / Execute Subcontract - Landscapes / Irrigation & Site Furnishing	45	03-Dec-18	05-Feb-19	281	[ ]	[ ]	[ ]
BO1470	Award / Execute Subcontract - Loading Dock Equipment	45	03-Dec-18	05-Feb-19	244	[ ]	[ ]	[ ]
<b>Group 3</b>		<b>80</b>	<b>03-Dec-18</b>	<b>26-Feb-19</b>	<b>306</b>			
BO1350	Award / Execute Subcontract - Paint & Wallcovering	60	03-Dec-18	26-Feb-19	224	[ ]	[ ]	[ ]
BO1370	Award / Execute Subcontract - Signage	60	03-Dec-18	25-Feb-19	234	[ ]	[ ]	[ ]
BO1440	Award / Execute Subcontract - Window Blinds & Shades	60	03-Dec-18	25-Feb-19	223	[ ]	[ ]	[ ]
BO1270	Award / Execute Subcontract - Millwork / Finish Carpentry	60	03-Dec-18	25-Feb-19	206	[ ]	[ ]	[ ]
BO1280	Award / Execute Subcontract - Insulation	60	03-Dec-18	26-Feb-19	248	[ ]	[ ]	[ ]
BO1290	Award / Execute Subcontract - Roofing	60	03-Dec-18	26-Feb-19	236	[ ]	[ ]	[ ]
BO1300	Award / Execute Subcontract - Fireproofing	60	03-Dec-18	26-Feb-19	168	[ ]	[ ]	[ ]
BO1310	Award / Execute Subcontract - Overhead Doors	60	03-Dec-18	26-Feb-19	240	[ ]	[ ]	[ ]
BO1320	Award / Execute Subcontract - Ceramic Tile	60	03-Dec-18	26-Feb-19	291	[ ]	[ ]	[ ]
BO1330	Award / Execute Subcontract - Resilient Flooring	60	03-Dec-18	26-Feb-19	205	[ ]	[ ]	[ ]
BO1400	Award / Execute Subcontract - Toilet & Bathroom Accessories	60	03-Dec-18	26-Feb-19	306	[ ]	[ ]	[ ]
	<b>Deferred Approvals</b>	<b>230</b>	<b>09-Jan-19</b>	<b>03-Dec-19</b>	<b>106</b>			
	<b>Elevator Guide Rails / Support Bracket Anchorage</b>	<b>230</b>	<b>09-Jan-19</b>	<b>03-Dec-19</b>	<b>69</b>			
SM51255	Sub: Develop & Submit - Elevator Guide Rail Shop Drawings	60	09-Jan-19	02-Apr-19	69	[ ]	[ ]	[ ]
SM51265	McC: Review & Approve - Elevator Guide Rail Shop Drawings	5	03-Apr-19	09-Apr-19	69	[ ]	[ ]	[ ]
SM51275	AE: Review & Approve - Elevator Guide Rail Shop Drawings	10	10-Apr-19	23-Apr-19	69	[ ]	[ ]	[ ]
SM51295	DSA: Review & Approve - Elevator Guide Rail Shop Drawings	60	24-Apr-19	18-Jul-19	69	[ ]	[ ]	[ ]
SM52915	Review & Resubmit - Elevator Guide Rail Shop Drawings	10	19-Jul-19	01-Aug-19	69	[ ]	[ ]	[ ]
SM52925	DSA: 2nd Review & Approve - Elevator Guide Rail Shop Drawings	45	02-Aug-19	04-Oct-19	69	[ ]	[ ]	[ ]
X SM1285	Fab/Deliver - Elevator Guide Rails	40	07-Oct-19	03-Dec-19	69	[ ]	[ ]	[ ]
	<b>Pallet Racks</b>	<b>190</b>	<b>09-Jan-19</b>	<b>04-Oct-19</b>	<b>146</b>			
SM51395	Sub: Develop & Submit - Pallet Racks Shop Drawings	30	09-Jan-19	19-Feb-19	146	[ ]	[ ]	[ ]
SM51405	McC: Review & Approve - Pallet Racks Shop Drawings	5	20-Feb-19	26-Feb-19	146	[ ]	[ ]	[ ]
SM51415	AE: Review & Approve - Pallet Racks Shop Drawings	10	27-Feb-19	12-Mar-19	146	[ ]	[ ]	[ ]
SM51425	DSA: Review & Approve - Pallet Racks Shop Drawings	60	13-Mar-19	05-Jun-19	146	[ ]	[ ]	[ ]
SM52935	Review & Resubmit - Pallet Racks Shop Drawings	10	06-Jun-19	19-Jun-19	146	[ ]	[ ]	[ ]
SM52945	DSA: 2nd Review & Approve - Pallet Racks Shop Drawings	45	20-Jun-19	22-Aug-19	146	[ ]	[ ]	[ ]
SM52455	Fab/Deliver - Pallet Racks	30	23-Aug-19	04-Oct-19	146	[ ]	[ ]	[ ]
	<b>Submittals / Material Procurement</b>	<b>166</b>	<b>03-Dec-18</b>	<b>29-Jul-19</b>	<b>225</b>			
	<b>Division 02 Demolition</b>	<b>12</b>	<b>03-Dec-18</b>	<b>18-Dec-18</b>	<b>0</b>			
	<b>Abstract</b>	<b>12</b>	<b>03-Dec-18</b>	<b>18-Dec-18</b>	<b>0</b>			



Sub: Develop & Submit - Elevator Guide Rail Shop Drawings  
 McC: Review & Approve - Elevator Guide Rail Shop Drawings  
 AE: Review & Approve - Elevator Guide Rail Shop Drawings  
 DSA: Review & Approve - Elevator Guide Rail Shop Drawings  
 Review & Resubmit - Elevator Guide Rail Shop Drawings  
 DSA: 2nd Review & Approve - Elevator Guide Rail Shop Drawings  
 Fab/Deliver - Elevator Guide Rails

Sub: Develop & Submit - Pallet Racks Shop Drawings  
 McC: Review & Approve - Pallet Racks Shop Drawings  
 AE: Review & Approve - Pallet Racks Shop Drawings  
 DSA: Review & Approve - Pallet Racks Shop Drawings  
 Review & Resubmit - Pallet Racks Shop Drawings  
 DSA: 2nd Review & Approve - Pallet Racks Shop Drawings  
 Fab/Deliver - Pallet Racks

**McCarthy Building Companies, Inc.**

**RSCCD Johnson Student Center**

■ Remaining Level of Effort  
■ Actual Level of Effort  
■ Actual Work  
■ Remaining Work  
■ Critical Remaining Work  
◆ Milestone

**Run Date - 19-Oct-18**  
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Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
SM51725	Sub: Develop & Submit AOMD Notification	2	05-Dec-18	04-Dec-18	0
SM52985	AOMD Notification (Calendar Days)	14	05-Dec-18	19-Dec-18	0
<b>Division 03 Concrete</b>					
SM51495	Sub: Develop & Submit - Rebar Shop Drawings	5	09-Jan-19	15-Jan-19	53
SM51505	MCC: Review & Approve - Rebar Shop Drawings	2	16-Jan-19	17-Jan-19	53
SM51515	A/E: Review & Approve - Rebar Shop Drawings	10	18-Jan-19	31-Jan-19	53
SM51525	Fab/Deliver - Rebar	5	01-Feb-19	07-Feb-19	53
<b>Division 04 Masonry</b>					
SM51535	Sub: Develop & Submit - Unit Masonry	21	16-Jan-19	13-Feb-19	231
SM51545	MCC: Review & Approve - Unit Masonry	1	30-Jan-19	30-Jan-19	231
SM51555	A/E: Review & Approve - Unit Masonry	10	31-Jan-19	13-Feb-19	231
<b>Division 05 Metals</b>					
SM51200	Sub: Develop & Submit - Structural Steel Shop Drawings	45	24-Dec-18	20-Feb-19	2
SM51205	MCC: Review & Approve - Structural Steel Shop Drawings	10	27-Feb-19	12-Mar-19	2
SM51210	A/E: Review & Approve - Structural Steel Shop Drawings	20	13-Mar-19	09-Apr-19	2
SM51215	Fab/Deliver - Structural Steel - Tier 1	40	26-Mar-19	20-May-19	2
SM51456	Fab/Deliver - Structural Steel - Tier 2	40	21-May-19	17-Jul-19	2
<b>Cold-Formed Metal Framing</b>					
SM51565	Sub: Develop & Submit - Metal Framing Shop Drawings	30	06-Feb-19	21-Apr-19	159
SM51575	MCC: Review & Approve - Metal Framing Shop Drawings	5	20-Mar-19	20-Mar-19	159
SM51585	A/E: Review & Approve - Metal Framing Shop Drawings	10	27-Mar-19	09-Apr-19	159
SM51595	Fab/Deliver - Metal Framing	10	10-Apr-19	23-Apr-19	159
<b>Division 06 Wood, Plastics, and Composites</b>					
SM51605	Sub: Develop & Submit - Arch Woodworking Shop Drawings	30	27-Feb-19	07-Jun-19	224
SM51615	MCC: Review & Approve - Arch Woodworking Shop Drawings	2	10-Apr-19	09-Apr-19	206
SM51625	A/E: Review & Approve - Arch Woodworking Shop Drawings	10	12-Apr-19	25-Apr-19	206
SM51635	Fab/Deliver - Arch Woodworking	30	26-Apr-19	07-Jun-19	206
<b>Fiberglass Reinforced Panels</b>					
SM51645	Sub: Develop & Submit - Fiberglass Reinforced Panels Shop Drawings	30	27-Feb-19	07-Jun-19	224
SM51655	MCC: Review & Approve - Fiberglass Reinforced Panels Shop Drawings	2	10-Apr-19	11-Apr-19	224
SM51665	A/E: Review & Approve - Fiberglass Reinforced Panels Shop Drawings	10	12-Apr-19	25-Apr-19	224
SM51675	Fab/Deliver - Fiberglass Reinforced Panels	30	26-Apr-19	07-Jun-19	224
<b>Division 07 Thermal and Moisture Protection</b>					
SM51685	Sub: Develop & Submit - Metal Wall Panel Shop Drawings	30	06-Feb-19	31-May-19	264
SM51695	MCC: Review & Approve - Metal Wall Panel Shop Drawings	2	20-Mar-19	21-Mar-19	264
SM51705	A/E: Review & Approve - Metal Wall Panel Shop Drawings	10	22-Mar-19	04-Apr-19	264
SM51715	Fab/Deliver - Metal Wall Panels	40	05-Apr-19	31-May-19	264
<b>Division 08 Openings Doors and Frames</b>					
SM51725	Sub: Develop & Submit - Metal Wall Panel Shop Drawings	117	16-Jan-19	28-Jun-19	214
SM51735	MCC: Review & Approve - Metal Wall Panel Shop Drawings	2	10-Apr-19	09-Apr-19	214
SM51745	A/E: Review & Approve - Metal Wall Panel Shop Drawings	10	12-Apr-19	25-Apr-19	214
SM51755	Fab/Deliver - Metal Wall Panels	30	26-Apr-19	07-Jun-19	214

Sub: Develop & Submit - Rebar Shop Drawings

MCC: Review & Approve - Rebar Shop Drawings

A/E: Review & Approve - Rebar Shop Drawings

Fab/Deliver - Rebar

Sub: Develop & Submit - Unit Masonry

MCC: Review & Approve - Unit Masonry

A/E: Review & Approve - Unit Masonry

Sub: Develop & Submit - Structural Steel Shop Drawings

MCC: Review & Approve - Structural Steel Shop Drawings

A/E: Review & Approve - Structural Steel Shop Drawings

Fab/Deliver - Structural Steel - Tier 1

Fab/Deliver - Structural Steel - Tier 2

Sub: Develop & Submit - Metal Framing Shop Drawings

MCC: Review & Approve - Metal Framing Shop Drawings

A/E: Review & Approve - Metal Framing Shop Drawings

Fab/Deliver - Metal Framing

Sub: Develop & Submit - Arch Woodworking Shop Drawings

MCC: Review & Approve - Arch Woodworking Shop Drawings

A/E: Review & Approve - Arch Woodworking Shop Drawings

Fab/Deliver - Arch Woodworking

Sub: Develop & Submit - Fiberglass Reinforced Panels Shop Drawings

MCC: Review & Approve - Fiberglass Reinforced Panels Shop Drawings

A/E: Review & Approve - Fiberglass Reinforced Panels Shop Drawings

Fab/Deliver - Fiberglass Reinforced Panels

Sub: Develop & Submit - Metal Wall Panel Shop Drawings

MCC: Review & Approve - Metal Wall Panel Shop Drawings



A/E: Review & Approve - Metal Wall Panel Shop Drawings

Fab/Deliver - Metal Wall Panels

2020

2021

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

**RSCCD Johnson Student Center**

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Remaining Level of Effort

Actual Level of Effort

Actual Work



Remaining Work

Critical Remaining Work

Milestone

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2021																	
						N	D	J	F	M	A	M	J	J	A	S	O	C	T	D	N	A	N
SM51785	Sub: Develop & Submit - Doors and Frames Shop Drawings	30	16-Jan-19	26-Feb-19	249																		
SM51805	McC: Review & Approve - Doors and Frames Shop Drawings	2	27-Feb-19	28-Feb-19	249																		
SM51815	A/E: Review & Approve - Doors and Frames Shop Drawings	10	01-Mar-18	14-Mar-19	249																		
SM51825	Fab/Deliver: - Doors and Frames	40	15-Mar-19	09-May-19	249																		
<b>Aluminum Curtain Wall</b>																							
SM52905	Sub: Develop & Submit - Aluminum Curtain Wall Shop Drawings	112	23-Jun-19	29-Jun-19	146																		
SM52915	McC: Review & Approve - Aluminum Curtain Wall Shop Drawings	40	23-Jun-19	19-Mar-19	146																		
SM52925	A/E: Review & Approve - Aluminum Curtain Wall Shop Drawings	2	20-Mar-19	21-Mar-19	146																		
SM52935	Fab/Deliver: - Aluminum Curtain Wall	60	05-Apr-19	28-Jun-19	146																		
<b>Division 09 Finishes</b>																							
<b>Portland Cement Plastering</b>																							
SM52905	Sub: Develop & Submit - Portland Cement Plastering Submittal	30	06-Feb-19	19-Mar-19	151																		
SM52915	McC: Review & Approve - Portland Cement Plastering Submittal	2	20-Mar-19	21-Mar-19	151																		
SM52925	A/E: Review & Approve - Portland Cement Plastering Submittal	10	22-Mar-19	04-Apr-19	151																		
SM52935	Fab/Deliver: - Portland Cement Plastering	25	05-Apr-19	09-May-19	151																		
<b>Acoustical Ceilings</b>																							
SM52465	Sub: Develop & Submit - Acoustical Ceilings Shop Drawings	30	06-Feb-19	19-Mar-19	215																		
SM52475	McC: Review & Approve - Acoustical Ceilings Shop Drawings	2	20-Mar-19	21-Mar-19	215																		
SM52485	A/E: Review & Approve - Acoustical Ceilings Shop Drawings	10	22-Mar-19	04-Apr-19	215																		
SM52495	Fab/Deliver: - Acoustical Ceilings	40	05-Apr-19	31-May-19	215																		
<b>Resilient Flooring</b>																							
SM52545	Sub: Develop & Submit - Resilient Flooring Submittal	30	27-Feb-19	09-Apr-19	205																		
SM52555	McC: Review & Approve - Resilient Flooring Submittal	2	10-Apr-19	11-Apr-19	205																		
SM52565	A/E: Review & Approve - Resilient Flooring Submittal	10	12-Apr-19	25-Apr-19	205																		
SM52575	Fab/Deliver: - Resilient Flooring Submittal	40	26-Apr-19	21-Jun-19	205																		
<b>Fixed Sound Absorptive Panels</b>																							
<b>Division 10 Specialties</b>																							
<b>Signage</b>																							
SM51875	Sub: Develop & Submit - Signage Shop Drawings	30	27-Feb-19	09-Apr-19	234																		
SM51885	McC: Review & Approve - Signage Shop Drawings	2	10-Apr-19	11-Apr-19	234																		
SM51895	A/E: Review & Approve - Signage Shop Drawings	10	12-Apr-19	25-Apr-19	234																		
SM51905	Fab/Deliver: - Signage	30	26-Apr-19	07-Jun-19	234																		
<b>Division 11 Equipment</b>																							
<b>Loading Dock Equipment</b>																							
SM51915	Sub: Develop & Submit - Loading Dock Equipment Shop Drawings	30	05-Feb-19	19-Mar-19	244																		
SM51925	McC: Review & Approve - Loading Dock Equipment Shop Drawings	2	20-Mar-19	21-Mar-19	244																		
SM51935	A/E: Review & Approve - Loading Dock Equipment Shop Drawings	10	22-Mar-19	04-Apr-19	244																		
SM51945	Fab/Deliver: - Loading Dock Equipment	40	05-Apr-19	31-May-19	244																		
<b>Food Service Equipment</b>																							
SM51955	Sub: Develop & Submit - Food Service Equipment Shop Drawings	30	08-Feb-19	19-Mar-19	234																		
SM51965	McC: Review & Approve - Food Service Equipment Shop Drawings	2	20-Mar-19	21-Mar-19	234																		
SM51975	A/E: Review & Approve - Food Service Equipment Shop Drawings	10	22-Mar-19	04-Apr-19	234																		
SM51985	Fab/Deliver: - Food Service Equipment	40	05-Apr-19	31-May-19	234																		
<b>Division 12 Furnishings</b>																							

**RSCCD Johnson Student Center**

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Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2021											
						J	F	M	A	M	J	J	A	S	O	N	D
<b>Roller Window Shades</b>																	
SM51995	Sub: Develop & Submit - Roller Window Shades Shop Drawings	30	27-Feb-19	09-Apr-19	223												
SM52005	McC: Review & Approve - Roller Window Shades Shop Drawings	2	10-Apr-19	11-Apr-19	223												
SM52015	A/E: Review & Approve - Roller Window Shades Shop Drawings	40	12-Apr-19	25-Apr-19	223												
SM52025	Fab/Deliver: - Roller Window Shades	40	26-Apr-19	21-Jun-19	223												
<b>Division 14 Conveying Equipment</b>																	
SM52075	Sub: Develop & Submit - Electric Traction Elevators Shop Drawings	142	09-Jan-19	29-Jul-19	152												
SM52085	McC: Review & Approve - Electric Traction Elevators Shop Drawings	30	09-Jan-19	19-Feb-19	152												
SM52095	A/E: Review & Approve - Electric Traction Elevators Shop Drawings	10	22-Feb-19	07-Mar-19	152												
SM51285	Fab/Deliver: - Electric Traction Elevators	100	08-Mar-19	29-Jul-19	152												
<b>Division 21 Fire Suppression</b>																	
SM52145	Sub: Develop & Submit - Wet-Pipe Sprinkler System Shop Drawings	30	06-Feb-19	19-Mar-19	154												
SM52155	McC: Review & Approve - Wet-Pipe Sprinkler System Shop Drawings	5	20-Mar-19	26-Mar-19	154												
SM52165	A/E: Review & Approve - Wet-Pipe Sprinkler System Shop Drawings	10	27-Mar-19	09-Apr-19	154												
SM52205	Fab/Deliver: - Wet-Pipe Sprinkler System	10	10-Apr-19	23-Apr-19	154												
<b>Division 22 Plumbing</b>																	
SM52215	Sub: Develop & Submit - Plumbing Equipment Shop Drawings	102	16-Jan-19	07-Jun-19	221												
SM52225	McC: Review & Approve - Plumbing Equipment Shop Drawings	2	27-Feb-19	28-Feb-19	221												
SM52235	A/E: Review & Approve - Plumbing Equipment Shop Drawings	10	01-Mar-19	14-Mar-19	221												
SM52245	Fab/Deliver: - Plumbing Equipment	60	15-Mar-19	07-Jun-19	221												
<b>Division 23 Heating, Ventilating, and Air-Conditioning (HVAC)</b>																	
SM52295	Sub: Develop & Submit - Boilers Submittal	40	16-Jan-19	12-Mar-19	187												
SM52305	McC: Review & Approve - Boilers Submittal	2	13-Mar-19	14-Mar-19	187												
SM52315	A/E: Review & Approve - Boilers Submittal	10	15-Mar-19	28-Mar-19	187												
SM52355	Fab/Deliver: - Boilers	50	29-Mar-19	07-Jun-19	187												
<b>Air Handling Units</b>																	
SM52745	Sub: Develop & Submit - Air Handling Units Submittal	40	16-Jan-19	12-Mar-19	171												
SM52755	McC: Review & Approve - Air Handling Units Submittal	2	13-Mar-19	14-Mar-19	171												
SM52765	A/E: Review & Approve - Air Handling Units Submittal	10	15-Mar-19	28-Mar-19	171												
SM52775	Fab/Deliver: - Air Handling Units	60	29-Mar-19	21-Jun-19	171												
<b>Division 26 Electrical</b>																	
SM52295	Sub: Develop & Submit - Electrical Equipment Shop Drawings	71	04-Dec-18	14-Mar-19	232												
SM52305	McC: Review & Approve - Electrical Equipment Shop Drawings	5	04-Dec-18	10-Dec-18	232												
SM52315	A/E: Review & Approve - Electrical Equipment Shop Drawings	10	11-Dec-18	26-Dec-18	232												
SM52325	Fab/Deliver: - Electrical Equipment	55	27-Dec-18	14-Mar-19	232												
<b>Division 27 Communications</b>																	
SM52335	Sub: Develop & Submit - Security and Access Control Equipment Shop Drawings	82	17-Dec-18	11-Apr-19	270												
SM52345	McC: Review & Approve - Security and Access Control Equipment Shop Drawings	2	30-Jan-19	31-Jan-19	270												

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**RSCCD Johnson Student Center**

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Post
SH52355	A/E: Review & Approve - Security and Access Control Equipment Shop Drawings	10	01-Feb-19	14-Feb-19	270
SH52385	Fab/Deliver - Security and Access Control Equipment	40	15-Feb-19	11-Apr-19	270
Division 28 Electronic Safety and Security		72	17-Dec-18	28-Mar-19	255
Division 28 Electronic Safety and Security	Digital/Addressable Fire Alarm and Notice Evacuation System	72	17-Dec-18	28-Mar-19	255
SH52375	Sub: Develop & Submit - Fire Alarm Equipment Shop Drawings	30	17-Dec-18	29-Jan-19	255
SH52385	McC: Review & Approve - Fire Alarm Equipment Shop Drawings	2	30-Jan-19	31-Jan-19	255
SH52385	A/E: Review & Approve - Fire Alarm Equipment Shop Drawings	10	01-Feb-19	14-Feb-19	255
SH52405	Fab/Deliver - Fire Alarm Equipment	30	15-Feb-19	28-Mar-19	255
Division 31 Earthwork		16	09-Jan-19	30-Jan-19	21
Excavation and Fill		10	09-Jan-19	30-Jan-19	21
SH51215	Sub: Develop & Submit - Excavation and Fill Submittals	5	09-Jan-19	15-Jan-19	21
SH51225	McC: Review & Approve - Excavation and Fill Submittals	1	16-Jan-19	16-Jan-19	21
SH51235	A/E: Review & Approve - Excavation and Fill Submittals	10	17-Jan-19	30-Jan-19	21
Division 32 Exterior Improvements		0			0
Unit Paving		0			0
Construction		503	03-Dec-18	29-Feb-20	0
Johnson Center		381	03-Dec-18	16-Jun-20	2
Mobile		10	03-Dec-18	14-Dec-18	0
PH281020	Mobilize / Setup Construction Fencing	10	03-Dec-18	14-Dec-18	0
Demolition		50	19-Dec-18	28-Feb-19	0
AB1000	Abatement	15	18-Dec-18	10-Jan-19	0
PH281270	Demo Existing Building	10	11-Jan-19	24-Jan-19	0
SHOR1000	Demolish Piles & Grade Beams	15	25-Jan-19	14-Feb-19	0
SHOR1035	Demolish Underground Utilities	10	15-Feb-19	28-Feb-19	0
Earthwork		34	01-Mar-19	17-Apr-19	0
EART1010	Excavate	12	01-Mar-19	16-Mar-19	0
EART1020	Backfill & Recompact	20	19-Mar-19	15-Apr-19	0
EART1030	Certify Building Pad	2	16-Apr-19	17-Apr-19	0
Site Utilities		37	18-Apr-19	10-Jun-19	19
SEWER		4	18-Apr-19	25-Apr-19	19
SITE1000	Layout & Excavate Sewer	2	18-Apr-19	19-Apr-19	19
SITE1010	Install Sewer	4	22-Apr-19	25-Apr-19	19
SITE1020	Backfill Sewer	2	26-Apr-19	29-Apr-19	19
Storm Drain		7	30-Apr-19	02-May-19	19
SITE4590	Layout & Excavate Storm Drain	2	30-Apr-19	01-May-19	19
SITE4600	Install Storm Drain	3	02-May-19	05-May-19	19
SITE4610	Backfill Storm Drain	2	07-May-19	08-May-19	19
Gas		7	08-May-19	12-May-19	19
SITE4770	Layout & Excavate Gas	2	09-May-19	10-May-19	19
SITE4780	Install Gas	3	13-May-19	15-May-19	19
SITE4790	Backfill Gas	2	16-May-19	17-May-19	19
Fire Water		7	20-May-19	25-May-19	27
SITE4620	Layout & Excavate Fire Water	2	20-May-19	21-May-19	27

**Run Date - 19-Oct-18**  
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Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone







Activity Name	2019							2020							2021																	
	J	F	M	A	M	J	J	J	J	J	A	M	J	J	J	J	J	A	M	J	J											
Activity Name	Orig Dur	Start	Finish	Total Float	McCarthy Building Companies, Inc.																											
SITE4630 Install Fire Water	3	22-May-19	24-May-19	27																												
SITE4640 Backfill Fire Water	2	28-May-19	29-May-19	27	Install Fire Water																											
<b>Domestic Water</b>																																
SITE4650 Layout & Excavate Domestic Water	2	20-May-19	21-May-19	19	Layout & Excavate Domestic Water																											
SITE4660 Install Domestic Water	3	22-May-19	24-May-19	19	Install Domestic Water																											
SITE4670 Backfill Domestic Water	2	28-May-19	29-May-19	19	Backfill Domestic Water																											
<b>Electrical</b>																																
SITE4680 Layout & Excavate Electrical	2	30-May-19	31-May-19	19	Layout & Excavate Electrical																											
SITE4690 Install Electrical	4	03-Jun-19	06-Jun-19	19	Install Electrical																											
SITE4700 Backfill Electrical	2	07-Jun-19	10-Jun-19	19	Backfill Electrical																											
<b>Substructure</b>																																
FOUN1400 Foundations	56	18-Apr-19	08-Jul-19	0																												
FOUN1410 Foundations	22	18-Apr-19	15-May-19	0	Layout & Excavate Foundations																											
FOUN1420 Foundations	8	24-Apr-19	23-Apr-19	0	Install Rebar Foundations																											
FOUN1430 Foundations	4	06-May-19	09-May-19	0	Set Forms Foundations																											
FOUN1430 Foundations	4	08-May-19	13-May-19	0	Install Anchor Bolts																											
FOUN1380 Foundations	1	14-May-19	14-May-19	0	Pre-Pour Inspection Foundations																											
FOUN1440 Foundations	1	15-May-19	15-May-19	0	Pour Foundations																											
<b>Elevator Pit</b>																																
FOUN1015 Foundations	15	24-Apr-19	14-May-19	17	Excavate For Elevator Pit																											
FOUN2870 Foundations	2	25-Apr-19	26-Apr-19	17	Set Rebar For Elevator Pit Slab																											
FOUN1060 Foundations	1	29-Apr-19	29-Apr-19	17	Pour Elevator Pit Slab																											
FOUN1020 Foundations	2	30-Apr-19	01-May-19	17	Place Forms and Rebar For Elevator Pit Walls																											
FOUN1090 Foundations	1	02-May-19	02-May-19	17	Pour Elevator Pit Walls																											
FOUN2860 Foundations	5	03-May-19	07-May-19	26	Cure Elevator Pit Slab (Calendar Days)																											
FOUN1085 Foundations	1	08-May-19	08-May-19	17	Strip Walls																											
FOUN1100 Foundations	2	09-May-19	10-May-19	17	Waterproof Elevator Pit																											
FOUN1095 Foundations	2	13-May-19	14-May-19	17	Backfill Elevator Pit Walls																											
<b>Underground MEP</b>																																
SOG1080 SOG	2	16-May-19	17-May-19	0	Layout & Excavate U/G Plumbing																											
SOG1110 SOG	4	20-May-19	23-May-19	0	Rough-in U/G Plumbing																											
SOG1120 SOG	2	24-May-19	26-May-19	0	Backfill U/G Plumbing																											
SOG1440 SOG	2	29-May-19	30-May-19	0	Layout & Excavate U/G Electrical																											
SOG1450 SOG	4	31-May-19	05-Jun-19	0	Rough-in U/G Electrical																											
SOG1460 SOG	2	06-Jun-19	07-Jun-19	0	Backfill U/G Electrical																											
<b>Slab on Grade</b>																																
SOG1080 SOG	30	18-Jun-19	08-Jul-19	0	Set Forms SOG																											
SOG1070 SOG	4	10-Jun-19	13-Jun-19	0	Install Sub-Base & Vapor Barrier																											
SOG1090 SOG	5	20-Jun-19	26-Jun-19	0	Install Rebar																											
SOG1410 SOG	1	27-Jun-19	27-Jun-19	0	Pour SOG																											
SOG1420 SOG	1	28-Jun-19	28-Jun-19	0	Strip Clean and Saw Cut CJs SOG																											
SOG1430 SOG	5	01-Jul-19	08-Jul-19	0	Form / Rebar / Pour Curbs																											
<b>Superstructure</b>																																
SOG1080 SOG	88	09-Jul-19	08-Nov-19	43	Set Forms SOG																											
SOG1070 SOG	4	10-Jun-19	13-Jun-19	0	Install Sub-Base & Vapor Barrier																											
SOG1090 SOG	5	20-Jun-19	26-Jun-19	0	Install Rebar																											
SOG1410 SOG	1	27-Jun-19	27-Jun-19	0	Pour SOG																											
SOG1420 SOG	1	28-Jun-19	28-Jun-19	0	Strip Clean and Saw Cut CJs SOG																											
SOG1430 SOG	5	01-Jul-19	08-Jul-19	0	Form / Rebar / Pour Curbs																											



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- Remaining Level of Effort
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- Actual Work
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- Critical Remaining Work
- Milestone

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
<b>Structural Steel</b>					
<b>Tier 1</b>					
SS1200	Modify and Set Up Crane	12	09-Jul-19	24-Jul-19	8
SS1205	Erect Structural Steel at Tier No.1	1	09-Jul-19	09-Jul-19	0
SS1215	Plumb, Line & Bolt Up at Tier No.1	3	22-Jul-19	24-Jul-19	8
<b>Tier 2</b>					
SS2200	Erect Structural Steel at Tier No.2	11	22-Jul-19	06-Aug-19	0
SS2210	Plumb, Line & Bolt Up at Tier No.2	8	22-Jul-19	31-Jul-19	0
SS2220	Production Welding at Tier No.1	3	01-Aug-19	05-Aug-19	0
SS2225	Production Welding at Tier No.2	10	06-Aug-19	19-Aug-19	0
SS2230	Production Welding at Tier No.2	10	20-Aug-19	03-Sep-19	0
<b>Mesh Decking</b>					
<b>2nd Floor</b>					
SOMD6280	Spread Metal Decking - 2nd Floor	6	04-Sep-19	11-Sep-19	0
SOMD6270	Weld Studs for Decking - 2nd Floor	2	04-Sep-19	05-Sep-19	0
<b>Roof</b>					
SOMD6760	Spread Metal Decking - Roof	6	12-Sep-19	19-Sep-19	0
SOMD6770	Weld Studs for Decking - Roof	2	12-Sep-19	13-Sep-19	0
<b>Strip on Metal Deck</b>					
<b>2nd Floor</b>					
SOMD3015	MEP Trimble Layout - Pour No. 1 - 2nd Floor	36	23-Sep-19	29-Oct-19	43
SOMD6280	Install MEP Inserts And Sleeves - Pour No. 1 - 2nd Floor	19	20-Sep-19	16-Oct-19	0
SOMD3010	Install Reinforcement - Pour No. 1 - 2nd Floor	14	20-Sep-19	06-Oct-19	0
SOMD3050	Install Formwork For Depressions and Blockouts - Pour No. 1 - 2nd Floor	2	20-Sep-19	23-Sep-19	0
SOMD3020	Clean Deck - Pour No. 1 - 2nd Floor	3	27-Sep-19	30-Sep-19	2
SOMD3025	Pre-Pour Inspection And Trade Sign Off - Pour No. 1 - 2nd Floor	3	01-Oct-19	03-Oct-19	2
SOMD6440	Pour Deck - Pour No. 1 - 2nd Floor	1	04-Oct-19	04-Oct-19	5
SOMD6700	Strip And Clean - Pour No. 1 - 2nd Floor	1	07-Oct-19	07-Oct-19	5
<b>Pour No. 2</b>					
SOMD6450	MEP Trimble Layout - Pour No. 2 - 2nd Floor	14	27-Sep-19	16-Oct-19	0
SOMD6460	Install MEP Inserts And Sleeves - Pour No. 2 - 2nd Floor	2	27-Sep-19	30-Sep-19	0
SOMD6470	Install Reinforcement - Pour No. 2 - 2nd Floor	3	01-Oct-19	03-Oct-19	0
SOMD6480	Install Formwork For Depressions and Blockouts - Pour No. 2 - 2nd Floor	2	04-Oct-19	07-Oct-19	0
SOMD6490	Clean Deck - Pour No. 2 - 2nd Floor	3	08-Oct-19	10-Oct-19	0
SOMD6500	Pre-Pour Inspection And Trade Sign Off - Pour No. 2 - 2nd Floor	1	11-Oct-19	11-Oct-19	0
SOMD6510	Pour Deck - Pour No. 2 - 2nd Floor	1	14-Oct-19	14-Oct-19	0
SOMD6710	Strip and Clean - Pour No. 2 - 2nd Floor	1	15-Oct-19	15-Oct-19	0
<b>Roof</b>					
<b>Pour No. 1</b>					
SOMD6780	MEP Trimble Layout - Pour No. 1 - Roof	26	04-Oct-19	08-Nov-19	43
SOMD6790	Install MEP Inserts and Sleeves - Pour No. 1 - Roof	14	04-Oct-19	23-Oct-19	43
SOMD6800	Install Reinforcement - Pour No. 1 - Roof	2	04-Oct-19	07-Oct-19	4
SOMD6810	Install Formwork For Depressions and Blockouts - Pour No. 1 - Roof	3	08-Oct-19	10-Oct-19	4
<b>Pour No. 2</b>					
SOMD6810	Install Formwork For Depressions and Blockouts - Pour No. 2 - 2nd Floor	3	11-Oct-19	14-Oct-19	6
SOMD6810	Install Formwork For Depressions and Blockouts - Pour No. 1 - Roof	3	15-Oct-19	17-Oct-19	6

- Modify and Set Up Crane
- Erect Structural Steel at Tier No.1
- Plumb, Line & Bolt Up at Tier No.1
- Erect Structural Steel at Tier No.2
- Plumb, Line & Bolt Up at Tier No.2
- Production Welding at Tier No.1
- Production Welding at Tier No.2
- Spread Metal Decking - 2nd Floor
- Weld Studs for Decking - 2nd Floor
- Spread Metal Decking - Roof
- Weld Studs for Decking - Roof
- MEP Trimble Layout - Pour No. 1 - 2nd Floor
- Install MEP Inserts And Sleeves - Pour No. 1 - 2nd Floor
- Install Reinforcement - Pour No. 1 - 2nd Floor
- Install Formwork For Depressions and Blockouts - Pour No. 1 - 2nd Floor
- Clean Deck - Pour No. 1 - 2nd Floor
- Pre-Pour Inspection And Trade Sign Off - Pour No. 1 - 2nd Floor
- Pour Deck - Pour No. 1 - 2nd Floor
- Strip And Clean - Pour No. 1 - 2nd Floor
- MEP Trimble Layout - Pour No. 2 - 2nd Floor
- Install MEP Inserts And Sleeves - Pour No. 2 - 2nd Floor
- Install Reinforcement - Pour No. 2 - 2nd Floor
- Install Formwork For Depressions and Blockouts - Pour No. 2 - 2nd Floor
- Clean Deck - Pour No. 2 - 2nd Floor
- Pre-Pour Inspection And Trade Sign Off - Pour No. 2 - 2nd Floor
- Pour Deck - Pour No. 2 - 2nd Floor
- Strip and Clean - Pour No. 2 - 2nd Floor
- MEP Trimble Layout - Pour No. 1 - Roof
- Install MEP Inserts and Sleeves - Pour No. 1 - Roof
- Install Reinforcement - Pour No. 1 - Roof
- Install Formwork For Depressions and Blockouts - Pour No. 1 - Roof

**Run Date - 19-Oct-18**  
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**RSCCD Johnson Student Center**

Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone



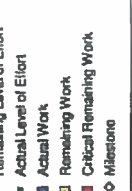
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2019	2020	2021													
						N	D	J	F	M	T	W	T	F	S	S	O	N	D	J	J

SOMD6820	Clean Deck - Pour No. 1 - Roof	1	18-Oct-19	18-Oct-19	45																	
SOMD6830	Pre-Pour Inspection And Trade Sign Off - Pour No. 1 - Roof	1	21-Oct-19	21-Oct-19	45																	
SOMD6840	Pour Deck - Pour No. 1 - Roof	1	22-Oct-19	22-Oct-19	45																	
SOMD6850	Strip And Clean - Pour No. 1 - Roof	1	23-Oct-19	23-Oct-19	45																	
<b>Pour No. 2</b>		13	11-Oct-19	25-Oct-19	42																	
SOMD6860	MEP Trimble Layout - Pour No. 2 - Roof	2	11-Oct-19	14-Oct-19	4																	
SOMD6870	Install MEP Inserts And Sleeves - Pour No. 2 - Roof	3	15-Oct-19	17-Oct-19	4																	
SOMD6880	Install Reinforcement - Pour No. 2 - Roof	2	18-Oct-19	21-Oct-19	4																	
SOMD6890	Install Formwork For Depressions and Blockouts - Pour No. 2 - Roof	3	22-Oct-19	24-Oct-19	4																	
SOMD6830	Strip and Clean - Pour No. 2 - Roof	1	24-Oct-19	24-Oct-19	45																	
SOMD6900	Clean Deck - Pour No. 2 - Roof	1	25-Oct-19	25-Oct-19	4																	
SOMD6910	Pre-Pour Inspection and Trade Sign Off - Pour No. 2 - Roof	1	28-Oct-19	28-Oct-19	4																	
SOMD6920	Pour Deck - Pour No. 2 - Roof	1	29-Oct-19	29-Oct-19	4																	
<b>Equipment Pads</b>		11	25-Oct-19	06-Nov-19	43																	
SOMD6900	Install Formwork and Foam For Equipment Pads - Roof	2	25-Oct-19	28-Oct-19	45																	
SOMD6100	Install Rebar Equipment Pads - Roof	3	29-Oct-19	31-Oct-19	45																	
SOMD6110	Pour Equipment Pads - Roof	2	01-Nov-19	04-Nov-19	45																	
SOMD6140	Cure Equipment Pads (Calendar Days)	3	05-Nov-19	07-Nov-19	67																	
SOMD6120	Strip and Clean Equipment Pads - Roof	1	08-Nov-19	08-Nov-19	43																	
<b>Stairs</b>		24	05-Aug-19	29-Sep-19	96																	
<b>Stair 1</b>		14	06-Aug-19	23-Aug-19	86																	
ST2000	Install Stair Landing 1st Floor - Stair 1	2	06-Aug-19	07-Aug-19	86																	
ST2095	Anchor Bottom Stringer To Thickened Slab - Stair 1	3	08-Aug-19	12-Aug-19	86																	
ST2085	Align And Weld - Stair 1	5	13-Aug-19	19-Aug-19	86																	
ST2045	Install Metal Deck Panels Landings - Stair 1	3	20-Aug-19	22-Aug-19	96																	
ST2005	Pour Lightweight Concrete For Stairs and Landings - Stair 1	1	23-Aug-19	23-Aug-19	96																	
<b>Stair 2</b>		14	13-Aug-19	30-Aug-19	90																	
ST2145	Install Stair Landing 1st Floor - Stair 2	2	13-Aug-19	14-Aug-19	86																	
ST2125	Anchor Bottom Stringer To Thickened Slab - Stair 2	3	15-Aug-19	19-Aug-19	88																	
ST2115	Align And Weld - Stair 2	5	20-Aug-19	26-Aug-19	86																	
ST2105	Install Metal Deck Panels Landings - Stair 2	3	27-Aug-19	29-Aug-19	90																	
ST2135	Pour Lightweight Concrete For Stairs and Landings - Stair 2	1	30-Aug-19	30-Aug-19	90																	
<b>Stair 3</b>		14	20-Aug-19	09-Sep-19	88																	
ST2195	Install Stair Landing 1st Floor - Stair 3	2	20-Aug-19	21-Aug-19	86																	
ST2175	Anchor Bottom Stringer To Thickened Slab - Stair 3	3	22-Aug-19	26-Aug-19	86																	
ST2165	Align And Weld - Stair 3	5	27-Aug-19	03-Sep-19	88																	
ST2155	Install Metal Deck Panels Landings - Stair 3	3	04-Sep-19	06-Sep-19	86																	
ST2185	Pour Lightweight Concrete For Stairs and Landings - Stair 3	1	09-Sep-19	09-Sep-19	86																	
<b>Building Enclosure</b>		62	05-Nov-19	03-Mar-20	58																	
<b>North Elevation</b>		73	05-Nov-19	20-Feb-20	69																	
NE1000	Erect Scaffolding	2	05-Nov-19	06-Nov-19	0																	
NE1020	Exterior Framing	10	07-Nov-19	20-Nov-19	0																	
NE1050	Install Exterior Gyp Board	4	21-Nov-19	26-Nov-19	7																	

- Erect Scaffolding
- Exterior Framing
- Install Exterior Gyp Board

Run Date - 18-Oct-18  
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■ Remaining Level of Effort  
 ■ Actual Level of Effort  
 ■ Actual Work  
 ■ Remaining Work  
 ■ Critical Remaining Work  
 ◆ Milestone



### RSCCD Johnson Student Center



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Foot	2021																			
						M	T	W	T	F	S	S	O	O	N	D	J	F	M	A	M	J	J		
SEEX1080	Cure Plaster Base Coats (Calendar Days)	5	24-Jan-20	28-Jan-20	1																				
SEEX1080	Install Plaster Finish Coat	4	29-Jan-20	03-Feb-20	1																				
SEEX1100	Remove Scaffolding	2	04-Feb-20	05-Feb-20	1																				
SEEX1110	Install Windows	5	06-Feb-20	12-Feb-20	4																				
SEEX1140	Overhead Roll Up Doors	8	06-Feb-20	17-Feb-20	1																				
SEEX1120	Install Metal Panels and Flashing	6	13-Feb-20	20-Feb-20	12																				
Roof																									
REEX1225	Install Screen Wall - Roof	4	11-Nov-19	20-Nov-19	43																				
REEX1255	Install Flashing on Equipment Pads - Roof	5	11-Nov-19	15-Nov-19	46																				
REEX2105	Install Rigid Insulation - Roof	5	21-Nov-19	27-Nov-19	43																				
REEX1285	Install Roofing Membrane - Roof	10	02-Dec-19	13-Dec-19	43																				
REEX1295	Water Infiltration Testing - Roof	2	16-Dec-19	27-Dec-19	43																				
REEX1235	Set AHUs - Roof	4	18-Dec-19	23-Dec-19	48																				
REEX1245	Rough-in Mechanical Ductwork - Roof	8	24-Dec-19	05-Jan-20	48																				
REEX1265	Rough-in Mechanical Piping - Roof	5	07-Jan-20	13-Jan-20	48																				
REEX2115	Rough-in Electrical - Roof	6	14-Jan-20	21-Jan-20	48																				
Interior Buildout																									
1st Floor																									
INTR4160	Layout & Install Clips for Framing at Beams - 1st Floor	15	17-Oct-19	01-Jan-20	2																				
INTR4150	Preproceeding - 1st Floor	5	17-Oct-19	23-Oct-19	0																				
INTR15370	Install MEP Hangers & Supports - 1st Floor	5	24-Oct-19	30-Oct-19	0																				
INTR15520	Rough-in Fire Sprinklers - 1st Floor	5	31-Oct-19	06-Nov-19	16																				
INTR16080	Rough-in Storm Drain - 1st Floor	5	07-Nov-19	13-Nov-19	16																				
INTR15310	Frame Interference Walls & Top Down Drywall - 1st Floor	10	14-Nov-19	27-Nov-19	16																				
INTR10180	Rough-in Mechanical Ductwork - 1st Floor	10	02-Dec-19	13-Dec-19	16																				
INTR10200	Rough-in Range Hood at Food Prep Area - 1st Floor	6	02-Dec-19	08-Dec-19	35																				
INTR5320	Rough-in Plumbing Piping - 1st Floor	10	16-Dec-19	30-Dec-19	16																				
INTR10190	Rough-in Mechanical Piping - 1st Floor	10	16-Dec-19	30-Dec-19	21																				
INTR10160	Rough-in Electrical/Fire Alarm Conduits - 1st Floor	10	23-Dec-19	07-Jan-20	16																				
Framing / MEP In-Wall / Drywall																									
INTR4390	Production Framing - 1st Floor	5	08-Jan-20	17-Mar-20	0																				
INTR10340	In Wall Electrical/Fire Alarm Rough In - 1st Floor	5	08-Jan-20	14-Jan-20	16																				
INTR12360	In Wall Plumbing Rough In - 1st Floor	5	15-Jan-20	21-Jan-20	16																				
INTR12320	Install In-Wall Backing - 1st Floor	2	22-Jan-20	23-Jan-20	16																				
INTR12340	Install Insulation - 1st Floor	2	24-Jan-20	27-Jan-20	16																				
INTR4410	Hang Drywall - 1st Floor	5	19-Feb-20	25-Feb-20	0																				
INTR4420	Tape & Finish Drywall - 1st Floor	10	26-Feb-20	10-Mar-20	0																				
INTR4430	Apply Prime & 1st Coat Paint - 1st Floor	5	11-Mar-20	17-Mar-20	0																				
Interior Finishes																									
INTR4350	Install Acoustical Grid - 1st Floor	37	18-Mar-20	07-May-20	4																				
INTR15180	Install Casework - 1st Floor	5	18-Mar-20	24-Mar-20	0																				
INTR12390	Install Device Tiles - 1st Floor	4	25-Mar-20	30-Mar-20	0																				

**RSSCD Johnson Student Center**

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- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◇ Milestone

**McCarthy**



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2020												2021											
						N	D	J	F	M	A	M	J	J	A	M	J	J	A	M	J	J	A	M	J	J	A	M	J
INTR16200	Rough-in Electrical Overhead & In-Wall - Electrical Room - 1st Floor	5	20-Nov-19	27-Nov-19	38																								
INTR16210	Install In-Wall Backing - Electrical Room - 1st Floor	2	28-Nov-19	29-Nov-19	38																								
INTR16220	Install Insulation - Electrical Room - 1st Floor	3	02-Dec-19	04-Dec-19	38																								
INTR16240	Install Drywall - Electrical Room - 1st Floor	3	05-Dec-19	09-Dec-19	38																								
INTR16250	Tape and Sand Walls - Electrical Room - 1st Floor	5	10-Dec-19	16-Dec-19	38																								
INTR16270	Prime Coat - Electrical Room - 1st Floor	2	17-Dec-19	18-Dec-19	38																								
INTR16280	Install and Anchor Electrical Equipment - Electrical Room - 1st Floor	5	19-Dec-19	26-Dec-19	38																								
INTR16300	Set Electrical Panels - Electrical Room - 1st Floor	2	27-Dec-19	30-Dec-19	44																								
INTR16330	Hang Doors & Hardware - Electrical Room - 1st Floor	4	31-Dec-19	06-Jan-20	38																								
INTR16310	Put Wire & Terminals - Electrical Room - 1st Floor	2	07-Jan-20	08-Jan-20	38																								
INTR16340	Install Lighting Fixtures - Electrical Room - 1st Floor	2	09-Jan-20	10-Jan-20	38																								
INTR16350	Paint-Final Coat Electrical Rm - Electrical Room - 1st Floor	2	09-Jan-20	10-Jan-20	38																								
2nd Floor																													
INTR16110	Layout & Install Clips for Framing at Beams - 2nd Floor	60	24-Oct-19	21-May-20	16																								
INTR16100	Fireproofing - 2nd Floor	5	24-Oct-19	30-Oct-19	0																								
INTR16120	Install MEP Hangers & Supports - 2nd Floor	5	07-Nov-19	13-Nov-19	21																								
INTR16590	Rough-In Fire Sprinklers - 2nd Floor	5	14-Nov-19	20-Nov-19	21																								
INTR16580	Frame Interference Walls & Top Down Drywall - 2nd Floor	10	02-Dec-19	13-Dec-19	16																								
INTR16500	Rough-in Mechanical Ductwork - 2nd Floor	10	16-Dec-19	30-Dec-19	16																								
INTR16190	Rough-in Plumbing Piping - 2nd Floor	10	31-Dec-19	14-Jan-20	16																								
INTR16810	Rough-in Mechanical Piping - 2nd Floor	10	31-Dec-19	14-Jan-20	21																								
INTR16140	Rough-in Electrical/Fire Alarm Conduits - 2nd Floor	10	08-Jan-20	21-Jan-20	16																								
Finishing / MEP In-Wall / Drywall		50	22-Jan-20	31-Mar-20	0																								
INTR16180	Production Framing - 2nd Floor	5	22-Jan-20	29-Jan-20	16																								
INTR16150	In Wall Electrical/Fire Alarm Rough In - 2nd Floor	5	29-Jan-20	04-Feb-20	16																								
INTR16200	In Wall Plumbing Rough In - 2nd Floor	5	29-Jan-20	04-Feb-20	16																								
INTR16210	Install In-Wall Backing - 2nd Floor	2	05-Feb-20	06-Feb-20	16																								
INTR16220	Install Insulation - 2nd Floor	2	07-Feb-20	10-Feb-20	16																								
INTR16170	Hang Drywall - 2nd Floor	5	26-Feb-20	03-Mar-20	5																								
INTR16180	Tape & Finish Drywall - 2nd Floor	10	11-Mar-20	24-Mar-20	0																								
INTR16190	Apply Prime & 1st Coat Paint - 2nd Floor	5	25-Mar-20	31-Mar-20	0																								
Interior Finishes		37	01-Apr-20	21-May-20	2																								
INTR16480	Install Acoustical Grid - 2nd Floor	5	01-Apr-20	07-Apr-20	0																								
INTR16470	Install Casework - 2nd Floor	5	08-Apr-20	14-Apr-20	4																								
INTR16540	Install Device Tiles - 2nd Floor	4	08-Apr-20	13-Apr-20	0																								
INTR16460	Install Fire Sprinkler Heads - 2nd Floor	5	14-Apr-20	20-Apr-20	0																								
INTR16550	Install HVAC Grilles - 2nd Floor	5	14-Apr-20	20-Apr-20	0																								
INTR16560	Install Fire Alarm Devices - 2nd Floor	5	14-Apr-20	20-Apr-20	0																								
INTR16570	Install Light Fixtures - 2nd Floor	5	14-Apr-20	20-Apr-20	0																								
INTR16490	Prep Floors - 2nd Floor	5	15-Apr-20	21-Apr-20	4																								
INTR16530	Install Acoustical Ceiling Tile - 2nd Floor	5	21-Apr-20	27-Apr-20	0																								



Run Date - 19-Oct-18  
 Start Date - 26-Nov-18  
 Finish Date - 12-Jan-21  
 Data Date - 26-Nov-18

Legend:  
 Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone

RSSCCD Johnson Student Center















Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2019	2020	2021						
Building Final	Building Final Sgn-Off	2	16-Jun-20	17-Jun-20	0	N	D	J	F	M	A	M	J	J
MEP1620		2	16-Jun-20	17-Jun-20	0									
Project Closeout	Warranty/Training/Ob&Ms/Project Closeout (Calendar Days)	52	30-Sep-20	20-Nov-20	0	N	D	J	F	M	A	M	J	J
LC2955		52	30-Sep-20	20-Nov-20	0									

Legend: | Building Final Sgn-Off  
 ■ Warranty/Training/Ob&Ms/Project Closeout

Run Date - 19-Oct-18  
 Start Date - 26-Nov-18  
 Finish Date - 12-Jan-21  
 Data Date - 26-Nov-18

- ▬ Remaining Level of Effort
- ▬ Actual Level of Effort
- ▬ Actual Work
- ▬ Remaining Work
- ▬ Critical Remaining Work
- ◇ Milestone

**RSCCD Johnson Student Center**



**EXHIBIT "B" – DSA FORM 109, TRANSFER OF RESPONSIBILITY:  
GEOTECHNICAL ENGINEER**

*Refer to the following attached pages.*

## TRANSFER OF RESPONSIBILITY: GEOTECHNICAL ENGINEER

Whenever a change occurs in Geotechnical Engineer (GE) from that reported on Line 24d of form DSA 1, the new GE must complete and sign this form, submit it to DSA and distribute copies as specified below.

References: Title 24, Part 1, Section 4-333(a); Part 2, Sections 1705A.6.1 and 1803A.1

PROJECT INFORMATION		
Name of School District: Rancho Santiago Community College District	DSA File #: 30 - C2	
Project Name: Johnson Student Center	DSA App. #: 04 - 116810	
Project Location: Santa Ana College	Effective Date of Change: 12/7/2018	
GEOTECHNICAL ENGINEER'S REVIEW OF WORK COMPLETED		
Check <b>one</b> box below as applicable. I have reviewed the geotechnical investigation (soils) report, applicable test and inspections reports, the DSA-approved plans and specifications, and the work performed by the previous geotechnical consultant.		
<input type="checkbox"/> I concur with the previous geotechnical consultant's findings, conclusions and recommendations as presented in their report(s).		
<input type="checkbox"/> I concur in general with the previous geotechnical consultant's findings, conclusions and recommendations; however, I am also providing supplemental recommendations (attached).		
<input type="checkbox"/> I do not concur with the previous geotechnical consultant's conclusions and I have provided recommendations to the school district as attached.		
GEOTECHNICAL ENGINEER'S ACCEPTANCE OF RESPONSIBILITY		
The firm by which I am employed has been retained by the School District named above to perform the required geotechnical engineering, testing and inspection services during the remaining construction phase of this project.		
<ul style="list-style-type: none"> <li>- As of _____ (effective date), I will be acting as the responsible Geotechnical Engineer (GE) on the DSA-approved project described above.</li> <li>- I accept responsibility as noted in Section 3 above, and I will be responsible for verifying that the required geotechnical services for the project are performed, the work inspected and materials tested in accordance with the DSA-approved plans and specifications. Reports of tests and inspections will be submitted as required by Sections 4-335 and 4-336 of the California Administrative Code (Title 24, Part 1).</li> <li>- I have forwarded a copy of this completed and signed form to the prior GE.</li> </ul>		
Signature: _____	Date: _____	
GEOTECHNICAL ENGINEER'S INFORMATION		
Name: _____	<i>GE's Stamp</i>	
License #: _____		
Laboratory Name: _____		
LEA #: _____		
FOR DSA USE ONLY		
<input type="checkbox"/> eTracker Update	Date Completed: _____	
<input type="checkbox"/> Copy Forwarded to Field Engineers	Completed By: (Initials) _____	
		cc: Prior Geotechnical Engineer School District Project Architect Structural Engineer Project Inspector

**EXHIBIT "C" – CSWPA**

*Refer to the following attached pages.*

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
COMMUNITY AND STUDENT WORKFORCE PROJECT AGREEMENT  
FOR CONSTRUCTION AND MAJOR REHABILITATION  
FUNDED BY MEASURE Q**

**Effective Date:** \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
COMMUNITY AND STUDENT WORKFORCE PROJECT AGREEMENT  
FOR CONSTRUCTION AND MAJOR REHABILITATION  
FUNDED BY MEASURE Q**

This Community and Student Workforce Project Agreement (hereinafter, "CSWPA") is entered into by and between the Rancho Santiago Community College District, its successors or assigns, (hereinafter "District") and the Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter "Council"), affiliated with the Building and Construction Trades Department ("AFL/CIO") and the signatory Craft Councils and Unions signing this CSWPA, (hereinafter, together with the Council, collectively, the "Union" or Unions"). The District, Council and Unions are herein collectively referred to as the "Parties" and individually as a "Party."

**ARTICLE 1  
RECITALS**

WHEREAS, the District undertakes and anticipates undertaking large expenditures of Measure Q Funds for the demolition, construction, alteration, repair and maintenance of District properties; and

WHEREAS, the District desires of assuring the completion of the construction projects and the related facilities in a professional, confident, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of the District's Measure Q Projects is of the utmost importance to the general public and the District; and

WHEREAS, the Parties have pledged their full good faith and trust to work towards a mutually satisfactory completion of the Measure Q Projects; and

WHEREAS large numbers of workers of various skills will be required in the performance of the construction work on the Measure Q Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects 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 Parties agree that by establishing and stabilizing wages, hours and working conditions for the workers employed on Measure Q Projects, a satisfactory, continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said Measure Q Projects; and

WHEREAS, the Parties believe that this CSWPA provides the District with the opportunity to establish a partnership with the local construction labor community respecting the District's Measure Q Projects, the benefits of which are expected to be: project cost containment,



the efficient and economical completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under the CSWPA; and

WHEREAS, the Parties believe it is desirable that this CSWPA apply to contracts for capital improvement work respecting Measure Q Projects awarded after the Effective Date in Section 2.2, and are paid for, in whole or in part, with Measure Q Funds (hereinafter, "Covered Contracts");

WHEREAS, it is understood by the Parties to this CSWPA that if this CSWPA is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this CSWPA, directly or through the Letter of Assent ("Attachment A"), and to require each of its Subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this CSWPA in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District; and

WHEREAS, it is further understood that the District shall actively administer and enforce the obligations of this CSWPA to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and craft persons working under it, and the ratepayers, residents and students of the District. The District shall, therefore, designate a "Project Labor Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this CSWPA; assist, as the authorized representative of the District, in the development and implementation of the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this CSWPA; and to otherwise implement and administer the CSWPA.

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

The above Recitals are a part of the terms of the CSWPA and are incorporated herein by reference.

## **ARTICLE 2 DEFINITIONS**

Capitalized terms utilized in this CSWPA which are not otherwise defined herein shall have the meanings ascribed to said terms below. To the extent of any conflict between the definition of a term in this Article and the meaning ascribed to said term in the Recital paragraphs hereof, the definition of said term in this Article shall prevail.

**Section 2.1** The term "Apprentice" as used in this CSWPA shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the California Apprenticeship Council and the Department of Industrial Relations of the State of California.

**Section 2.2** The term "Contractor" as used in this CSWPA includes any Contractor to whom the District awards a construction contract for Project Work, and also to Subcontractors of whatever tier utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a Subcontractor for Project Work.

**Section 2.3** "Covered Contract" means a contract (and related subcontracts) for capital improvement work respecting a Measure Q Project awarded during the term of this CSWPA, as listed on Appendix A, and is paid for, in whole or in part, with Measure Q Funds.

**Section 2.4** "Covered Project or Project Work" means a Project that is the subject of a Covered Contract.

**Section 2.5** "District Residents" for purposes of this Agreement are defined as those residents living within the zip codes within the jurisdictional boundary of the District, as well as any veterans of the U.S. Armed Forces, apprentices currently enrolled and participating in their Joint Labor Management Apprenticeship Committee classroom training through the District or graduates of the District's construction Joint Labor Management Apprenticeship Committees, regardless of their residence.

**Section 2.6** The term "Joint Labor/Management Apprenticeship Program" as used in this CSWPA means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

**Section 2.7** The term "Responsible Contractor" as used in this CSWPA shall be defined as one that has a record of complying with federal, state and local government requirements for the determination of workplace wages, hours and conditions, including prevailing wages, apprenticeship, safety, workers' compensation, and Contractor licensing.

**Section 2.8** The term "Schedule A Agreements" as used in this CSWPA means the local Master Labor Agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

**Section 2.9** "Signatory Contractors" as used in this CSWPA means contractors independently obligated to one or more collective bargaining agreements with the Unions.

**Section 2.10** The term "Small Business Enterprise" as used in this CSWPA shall be defined in the same manner as a small business enterprise under California state guidelines and has its primary place of business in Orange County.

**Section 2.11** The term "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of Schedule A Agreements.

**Section 2.12** "Union" or "Unions" means any labor organization signatory to this CSWPA 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.

### **ARTICLE 3 INTENT AND PURPOSE**

**Section 3.1** Background. The District's construction and major rehabilitation projects funded by Measure Q will affect school buildings and offices that are owned, leased or controlled by the District. The goal is to provide construction and major rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to properly educate the students. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft persons, and the elimination of disruptions or interference with Project Work, adopts this CSWPA in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that the Project Work be completed on time and within budget.

**Section 3.2** Identification and Retention of Skilled Labor and Employment of District Residents. The vast amount of school construction, substantial rehabilitation, and capital improvement work scheduled to be performed pursuant to Measure Q will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this CSWPA to use the opportunities provided by the extensive amount of work to be covered by this CSWPA to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, employment of District's students enrolled in District's approved Apprenticeship Programs, to assist persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the CSWPA), the interest and involvement of District residents and students in the construction industry, such as assisting residents in entering the construction trades, and through utilization of District's Apprenticeship Programs, providing training opportunities for those residents and students wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

**Section 3.3** Encouragement of Small Business Enterprise. The Project Work will provide many opportunities for Small Business Enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for this purpose, to encourage and assist the participation of Small Business Enterprises in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of local small businesses on the Project. Each Party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and

procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project Work through the referral programs sponsored and/or supported by the Parties to this CSWPA. Further, the Parties shall ensure that the provisions of this CSWPA do not inadvertently establish impediments to participation of such Small Business Enterprises and residents of the District.

**Section 3.4 Project Cooperation.** The Parties recognize that the construction to take place under this CSWPA involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the students of the District. The Parties therefore agree that maximum cooperation among all Parties involved is required; and that with construction work of this magnitude, with multiple Contractors and crafts performing work on multiple sites over an extended period of time, it is essential that all Parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

**Section 3.5 Peaceful Resolution of All Disputes.** 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 CSWPA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout.

**Section 3.6 Binding CSWPA on Parties and Inclusion of District Residents and Businesses.** By executing this CSWPA, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this CSWPA, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

#### **ARTICLE 4 SCOPE OF THE AGREEMENT**

**Section 4.1 General.** This CSWPA shall apply to all construction, rehabilitation and capital improvement work as described in Section 4.2 of this Article, performed by those Contractor(s) of whatever tier, where such work is funded in whole or in part by Measure Q Funds. Notwithstanding the foregoing: (i) each Covered Contract shall be awarded in accordance with the applicable provisions of California's Public Contract Code, (ii) the District has the absolute right to award Covered Contracts to the lowest responsible and responsive bidder, and (iii) the District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) for work on Measure Q Projects.

**Section 4.2 Specific.** The Covered Projects are defined and limited to:

(a) All construction, major rehabilitation and renovation work related to the Projects described in Appendix A are covered by the terms and conditions of this CSWPA.

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this CSWPA which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered.

**Section 4.3 Exclusions.** Items specifically excluded from the Scope of this CSWPA include the following:

(a) The CSWPA shall be limited to Covered Work, undertaken pursuant to Covered Contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this CSWPA, or after the expiration or termination of the CSWPA.

(b) This CSWPA is not intended to, and shall not affect or govern the award of contracts by the District, which are outside the approved scope of a Covered Project. Determination by the District respecting the intended scope of a Covered Project shall be final and binding on all Parties; and

(c) Work of non-manual employees, including but not limited to: superintendents, supervisors, staff engineers, quality control and quality assurance personnel except as to those covered by a Schedule A agreement, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees; and

(d) Equipment and machinery owned or controlled and operated by the District; and

(e) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between locations on a Project site are within the scope of this CSWPA; and

(f) All 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 where 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 CSWPA; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (Inspectors) are a covered craft under the CSWPA (This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft). Every Inspector performing under the Wage classification of Building/Construction Inspector and Filed Soils Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CSWPA). 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. Nothing in this section will be construed to include Department of State Architects-certified inspectors employed by the District as included under the scope of this CSWPA; and

(g) Any work performed on or near or leading to or into a site of work covered by this CSWPA and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities, or their contractors, and/or by the District or its contractors (for work for which is not within the scope of this CSWPA); and

(h) Off-site maintenance of leased equipment and on-site supervision of such work;  
and

(i) Warranty and service work;

(j) Non-construction support services contracted by the District, Project Labor Coordinator, or Contractor in connection with this Project; and

(k) Laboratory work for testing.

#### **Section 4.4 Awarding of Contracts.**

(a) The District has the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union Parties, provided only that such Contractor is willing, ready and able to execute and comply with this CSWPA should such Contractor be awarded work covered by this CSWPA.

(b) It is agreed that all Contractors and Subcontractors of whatever tier, who have been awarded contracts for Covered Work by this CSWPA, shall be required to accept and be bound by the terms and conditions of this CSWPA, 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 said 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 first providing a 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.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

**Section 4.5 Coverage Exception.** The Parties agree and understand that this CSWPA shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such work determines that it will not fund if such Project Work is covered by this CSWPA; or a law regulation, proposition or

measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this CSWPA with any governmental agency or granting authority.

**Section 4.6** Schedule A's.

(a) The provisions of this CSWPA, including the Schedule A's, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Section 21.3, and which are incorporated herein by reference) shall apply to the work covered by this CSWPA, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this CSWPA. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this CSWPA is also covered by a Schedule A, the provisions of this CSWPA shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this CSWPA, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this CSWPA and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 11.

(b) It is understood that this CSWPA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this CSWPA, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this CSWPA (provided, however, that the Contractor may be required to sign an uniformly applied non-discriminatory Participation or Subscription 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 may be bound to make contributions under this CSWPA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this CSWPA and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its Subcontractors sign the documents with the appropriate Union prior to the Subcontractor beginning Project Work.

**Section 4.7** The Parties agree that this CSWPA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This CSWPA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this CSWPA.

**Section 4.8 Binding Signatories Only.** This CSWPA and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

**Section 4.9 Other District Work.** This CSWPA shall be limited to the construction work within the Scope of this CSWPA including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 4.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this CSWPA, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

**Section 4.10 Separate Liability.** It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this CSWPA shall be several and not joint. The Unions agree that this CSWPA does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

**Section 4.11 Completed Project Work.** As areas of Covered Work are accepted by the District, this CSWPA shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

## **ARTICLE 5 UNION RECOGNITION AND EMPLOYMENT**

**Section 5.1 Recognition.** The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

**Section 5.2 Contractor Selection of Employees.** The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 5.6 and 6.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; 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 CSWPA.

**Section 5.3 Referral Procedures.**

(a) For signatory Unions having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this CSWPA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents



and utilization of Small Business Enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

**Section 5.4 Non-Discrimination in Referral, Employment, and Contracting.** The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sex, sexual orientation, marital status, political affiliation, or membership in a labor organization, or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of Small Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this CSWPA which may appear to interfere with a Small Business Enterprises successfully bidding for work within the scope of this CSWPA shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of Small Business Enterprises as direct contractors or suppliers on Covered Work.

**Section 5.5 Employment of District Residents.**

(a) In order to encourage the utilization of graduates of the District's Joint Apprenticeship and Training Committee programs, apprentices currently enrolled and participating in their Joint Labor Management Apprenticeship Committee classroom training through the District and veterans of the U.S. Armed Forces, those individuals will be considered residents within the meaning of this section regardless of their place of residence. In recognition of the District's mission to serve the District and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, District Residents shall be first referred for Project Work, including journey person, apprentice, or other positions which may be established under a Schedule A and covered by the applicable prevailing wage for utilization on Project Work.

It is the Parties goal that sixty-six percent (66%) of the positions for Project Work for a particular Contractor (including the Contractor's "core employees") by craft, have been filled with residents of Orange County and fifty percent (50%) of the positions should be District Residents. To

facilitate the dispatch of local residents all Contractors will be required to utilize the Craft Employee Request Form for Covered Projects, a sample of which is attached as Attachment B.

(b) Only if:

(1) sixty-six percent (66%) of the positions for any one Contractor, by individual craft, are filled by residents of Orange County and fifty percent (50%) of the positions are filled by District Residents; or

(2) such individuals are not available, may others be referred to Contractor for Project Work.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this local residency goal. The Unions shall, upon request of the Project Labor Coordinator, provide their response(s) to the Craft Request Form submitted to them by the Contractors. The Unions will also respond in writing, if requested, if they, or any of them, are unable to fill the dispatch request. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their "core work force" and any other persons employed other than through the Union referral process, to register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

(d) Notwithstanding the transfer or portability provisions of the Schedule A agreements, Contractors which are directly signatory to a Schedule A agreement shall comply with subsection (a) second paragraph in transferring and employing workers on Project Work.

**Section 5.6** Core Employees. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory,

(a) Contractors, including Subcontractors, may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed. Once a maximum of five (5) core employees are employed, all further employees shall be employed pursuant to the dispatch provisions of this Article. It is agreed that of the five (5) core employees at least fifty percent (50%) be District Residents and sixty-six percent (66%) reside within the County and meet the requirements of subsection (b).

(b) The core work force is comprised of those employees:

(1) whose names appeared on the Contractor's active payroll for at least thirty (30) of the last one-hundred eighty (180) working days before award of the Project Work to the Contractor; and

(2) who possess any license required by state or federal law for the Project Work to be performed; and

(3) who have the ability to safely perform the basic functions of the applicable trade; and

(4) who are residents of the District or County on the effective date of this CSWPA, or have been residents of the District or County for one-hundred eighty (180) days prior to the award of Project Work to the Contractor.

(c) If there are any questions regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Council's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, adequate proof thereof through driver's license, voter registration, postal address, or other official acknowledgements.

(d) The provisions of this section 5.6 shall only apply to employees working for employers not signatory to a Schedule A at the time of their transfer to work covered under this Agreement and is not intended to limit the transfer provisions of the Schedule A Agreements of any of the Unions signatory hereto.

**Section 5.7 Time for Referral.** If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor shall promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any, within twenty-four (24) hours after being hired.

**Section 5.8 Lack of Referral Procedure.** If a signatory local Union does not have a job referral system as set forth in Section 5.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 5.7.

**Section 5.9 Union Membership.** No employee covered by this CSWPA 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 CSWPA. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly window and working dues.

**Section 5.10 Individual Seniority.** Except as provided in Article 6, Section 6.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the Effective Date of this CSWPA shall be recognized for purposes of layoffs.

**Section 5.11 Foremen.** The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

## **ARTICLE 6 UNION ACCESS AND STEWARDS**

**Section 6.1 Access to Project Sites.** Authorized representatives of the Union 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 posted visitor, security and safety rules.

### **Section 6.2 Stewards.**

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in 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.

(b) 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, if applicable, Subcontractor(s), and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) 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.

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

**Section 6.3 Steward Layoff/Discharge.** The 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 Schedule A, 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, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

**Section 6.4** Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this CSWPA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this CSWPA.

## **ARTICLE 7 WAGES AND BENEFITS**

**Section 7.1** Wages. All employees covered by this CSWPA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate in accordance with the California Labor Code. If the prevailing wage laws are repealed during the term of this CSWPA, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this CSWPA. Notwithstanding Section 4.6 (a), Signatory Contractor to one or more of the Schedule A Agreements are required to pay all of the wages set forth in such Agreements.

### **Section 7.2** Benefits.

(a) Contractors shall pay contributions for all employees to the established employee benefit funds in the amounts designated in the appropriate Schedule A; and make all employee - authorized deductions in the amounts designated in the appropriate Schedule A: provided, however, that the Contractor and Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 4.6 (a), Signatory Contractor to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing.

(b) Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(c) Where applicable, 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.

(d) Each Contractor and Subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator

shall work with any Contractor or Subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

**Section 7.3** Wage Premiums. Wage premiums, including but not limited to pay based on height of work, shift premiums, hazard pay, scaffold pay and special skills shall not be applicable to work under this CSWPA, except to the extent provided for in any applicable prevailing wage determination.

**Section 7.4** Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall monitor the compliance by all Contractors and Subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to CSWPA coverage in Section 4.2. All complaints regarding possible prevailing wage violations shall be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the State Labor Commissioner.

## **ARTICLE 8 WORK STOPPAGES AND LOCKOUTS**

**Section 8.1** No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or Subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a material violation of this CSWPA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

**Section 8.2** Employee Violations. The Contractor may discharge any employee violating Section 8.1 above and any such employee will not be eligible for rehire under this CSWPA.

**Section 8.3** Standing to Enforce. The District, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 8.1 shall have standing and the right to enforce the obligations established therein.

**Section 8.4** Expiration of Schedule A's. If the Schedule A Agreement, 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 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract.

Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that underlying 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:

(a) Each of the Unions with a contract expiring must offer to its Signatory Contractors 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 Signatory 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 Orange County.

(b) 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 a Signatory Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Signatory 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 Signatory Contractors shall be solely responsible for any retroactive payment to its employees.

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

**Section 8.5** No Lock-Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this CSWPA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this CSWPA, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

**Section 8.6** Best Efforts To End Violations.

(a) If a Contractor contends that there is any violation of Section 9.3 or the provisions of Section 21.3, it shall notify, in writing, the Council of the involved Union(s) and the Project Labor Coordinator. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the CSWPA, at least twenty-four (24) hours prior to invoking the procedures of Section 8.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

**Section 8.7** Expedited Enforcement Procedures. Any party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 8.1 or 8.5, above, or Section 9.3, or Section 21.3, is alleged.

(a) The party invoking this procedure shall notify Walt Daugherty, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 8.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said 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 or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 8.1 or 8.5, above, of Section 9.3, or Section 21.3, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an 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 the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.



(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this CSWPA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 8.7(d) of this Article, 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 by delivery to their address as shown on this CSWPA (for a Union), as shown in their business contract for work under this CSWPA (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

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

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

## **ARTICLE 9 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 9.1** Assignment of Work. 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") currently in effect, or any successor plan.

**Section 9.2** The Plan. All jurisdictional disputes between or among Building and Construction Trades Unions and Contractors, shall be settled and adjusted according to the Plan, or any other plan or method of procedures 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 Union.

(a) For the convenience of the parties, and in recognition of the expense of travel between Southern California and Washington D.C., at the request of any party to a jurisdictional dispute under this Agreement 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 Hirsh, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council. All other procedures shall be as specified in the Plan.

**Section 9.3** 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.

**Section 9.4** Pre-job Conference. In order to avoid jurisdictional disputes, it is required that a pre-job conference be held prior to the start of work by the Contractor for the Covered Project covered by this CSWPA. The Subcontractors and Owner Operators will be advised in

advance of such conferences and may participate if they wish. The purpose of the conference will be to, among other things, determine craft and manpower needs, schedule of work for the Contract and Project Work rules/owner rules. As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

## **ARTICLE 10 MANAGEMENT RIGHTS**

**Section 10.1 Contractor and District Rights.** The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this CSWPA. In addition to the following and other rights of the Contractors enumerated in this CSWPA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work; and
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend or discipline their own employees for just cause; and
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

**Section 10.2 Specific District Rights.** In addition to the following and other rights of the District enumerated in this CSWPA, the District expressly reserves its management rights and all the rights conferred on it by law and contract. The District's rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location or in order to accommodate the instructional programs at various Project sites where school may be in session during periods of construction activity; and

(c) At its sole option, terminate, delay and/or suspend any and all portions of the Covered Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section); and

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 10 and 12.

**Section 10.3 Use of Materials.** There should be no limitations or restrictions by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 10.4 Special Equipment, Warranties and Guaranties.**

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident. The use of this provision requires written approval by District. The District will provide the result to the Council.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately

consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 11.

**Section 10.5 No Less Favorable Treatment.** The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

## **ARTICLE 11 SETTLEMENT OF GRIEVANCES AND DISPUTES**

### **Section 11.1 Cooperation and Harmony on Site.**

(a) This CSWPA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project Work economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 8 or 10.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 8 and 9, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to insure the time limits and deadlines are met.

**Section 11.2 Processing Grievances.** Any questions arising out of and during the term of this CSWPA involving its interpretation and application, but not jurisdictional disputes or alleged violations of Section 8.1, 8.4 and 8.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures. Questions between or among parties arising out of or involving the interpretation of a provision in a Schedule A Agreement, which is not provided for in this CSWPA, shall be resolved under the grievance procedure provided in that Schedule A Agreement.

Step 1. (a) **Employee Grievances.** When any employee subject to the provisions of this CSWPA feels aggrieved by an alleged violation of this CSWPA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A grievance should be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance

procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated.

Grievances and disputes settled at Step 1 shall be non-precedential except as to the Parties directly involved.

(b) Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor party may request in writing to the Project Labor Coordinator (with copy(ies) to the other Party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Michael Prihar; (2) Robert Steinberg; (3) Mike Rappaport; (4) Louis Zigman; (5) Walt Daugherty; and (6) Fred Horowitz. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this CSWPA.

**Section 11.3 Limit on Use of Procedures.** Procedures contained in this Article shall not be applicable to any alleged violation of Article 8 or 9.3, with a single exception that any employee discharged for violation of Section 8.2, or Article 9.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

**Section 11.4 Notice.** The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this CSWPA), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

**ARTICLE 12  
REGULATORY COMPLIANCE**

**Section 12.1 Compliance with All Laws.** The Council and all Unions, Contractors, Subcontractors and their 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, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

**Section 12.2 Monitoring Compliance.** The Parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors and Subcontractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

**Section 12.3 Prevailing Wage Compliance.** The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's Labor Compliance Program, shall process, investigate and resolve such complaints, consistent with Section 7.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation, under this CSWPA.

**Section 12.4 Violations of Law.** Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its Subcontractors is in such violation, the District, in the absence of the Contractor or Subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

**ARTICLE 13  
SAFETY AND PROTECTION OF PERSON AND PROPERTY**

**Section 13.1 Safety.**

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published

and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post-accident testing to the extent permitted by federal and state law. Should the Project Labor Coordinator approve an established program to which signatory Union(s) are currently a party, it shall become the project-wide substance abuse testing program, after consultation with the Unions. Until there is such a project-wide substance abuse testing procedure negotiated and/or otherwise adopted by the Project Labor Coordinator, the Parties agree that the Labor/Management Memorandum of Understanding ("MOU") on Drug Abuse Prevention and Detection negotiated with the various General Contractors Association and the Basic Trades Unions (titled Memorandum of Understanding testing policy for drug abuse; International Union of Operating Engineers Local Union 12; revised June 2009 as shown in Attachment C) shall be utilized under this CSWPA.

**Section 13.2 Inspection.** The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

#### **ARTICLE 14 TRAVEL AND SUBSISTENCE**

**Section 14.1** Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this CSWPA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this CSWPA shall be provided by the Contractor(s) according to the provision of the Schedule A(s) existing on the Effective Date of this CSWPA, and upon presentation of proof of any expense incurred.

#### **ARTICLE 15 APPRENTICES**

**Section 15.1 Importance of Training.** The Parties recognize the successful construction apprenticeship programs maintained by the District and to the greatest extent allowed by law agree to employ apprentices from these programs on Project Work. The Parties further 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 funded by Measure Q. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist local residents to commence and progress in Joint Labor/Management Apprenticeship Programs in the construction industry leading to participation in such Apprenticeship Programs. The District, the Project Labor Coordinator, other District consultants, the Contractors and the Council and Unions, 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 entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a Joint Labor/Management Apprenticeship Program.

## **Section 15.2 Use of Apprentices.**

(a) 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. The District, unless otherwise required by law, 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, Union(s), District's Apprenticeship Programs and other, Apprenticeship Programs and Contractors to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of apprentices.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this CSWPA unless there is a journeyman or other Contractor employee 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.

**Section 15.3 Joint Subcommittee on Training and Apprenticeship.** To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 17 shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of District's Apprenticeship Programs, and to work with representatives of each apprenticeship committee and representatives of the District's Apprenticeship Programs to establish appropriate criteria for recognition by Joint Labor Management Apprenticeship Programs of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the Joint Labor Management Apprenticeship Programs. The Joint Subcommittee will cooperate with and assist the District to facilitate students' entrance into the Joint Labor Management Apprenticeship Programs. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this CSWPA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this CSWPA and experienced in overseeing and participating in Apprenticeship Programs.

## **ARTICLE 16 PRE-JOB CONFERENCE**

**Section 16.1 Work Assignments.** Consistent with Section 9.4, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Project Labor Coordinator at least two weeks before starting work under this CSWPA, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article 9, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator shall review the District's employment and contracting programs and goals with the participants.



The Council and Union(s) failure to participate in the pre-job conference may be considered by the District as a breach of the Agreement.

## **ARTICLE 17 LABOR/MANAGEMENT AND COOPERATION**

**Section 17.1 Joint Committee.** The Parties to this CSWPA shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Project Labor Coordinator and three (3) representatives selected by the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request. Any JAC member wishing to call a meeting of the JAC shall contact the Project Labor Coordinator who shall schedule a meeting of the JAC if the Project Labor Coordinator believes such a meeting would be beneficial for the Parties or Contractors.

**Section 17.2 Functions of Joint Committee.** The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the CSWPA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this CSWPA. Substantive grievances or disputes arising under Articles 8, 9, or 11 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

**Section 17.3 Subcommittees.** The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this CSWPA.

**ARTICLE 18  
SAVINGS AND SEPARABILITY**

**Section 18.1 Savings Clause.** It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union Parties to violate any laws governing the subject matter of this CSWPA. The Parties hereto agree that in the event any provision of this CSWPA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the CSWPA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this CSWPA. Further, the Parties agree that if and when any provision(s) of this CSWPA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this CSWPA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this CSWPA, then the Parties agree that all Project Work that would otherwise be covered by this CSWPA should be continued to be bid and constructed without application of this CSWPA so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

**Section 18.2 Effect of Injunctions or Other Court Orders.** The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the CSWPA as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which results, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project.

**ARTICLE 19  
WAIVER**

**Section 19.1 Waiver.** A waiver of or a failure to assert any provisions of this CSWPA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the CSWPA or change in the terms and conditions of the CSWPA and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

**ARTICLE 20  
AMENDMENTS**

**Section 20.1** The provisions of this CSWPA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

**ARTICLE 21  
DURATION OF THE CSWPA**

**Section 21.1 Duration.** This CSWPA shall be effective \_\_\_\_\_, 2014 for purposes of Project Work funded under Measure Q and advertised for bid ninety (90) days thereafter ("Effective Date") and shall remain in effect for three (3) years after the Effective Date or three (3) years from the first award of the Covered Project or Covered Contract whichever is

later (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). The CSWPA will automatically renew for another three (3) year term unless either party provides written notice of its intent to terminate sent no earlier than ninety (90) days or later than sixty (60) days prior to the Termination Date or Successor Termination Date. The District shall determine the Termination Date(s) within its sole and exclusive discretion and Termination Date(s) will not be subject to challenge. The District will provide the Termination Date to the Council within three (3) months of the first award of a Covered Project or Covered Contract. It is agreed that all notices shall be provided to the District at:

Raul Rodriguez, Ph.D.  
Chancellor  
Rancho Santiago Community College District  
2323 North Broadway, Suite 410  
Santa Ana, California 92706-1640

Notices to the Council, on behalf of the Council and the Local Unions, will be provided to:

Ron Miller  
Executive Secretary  
Los Angeles/Orange Counties Building and Construction Trades Council  
1626 Beverly Blvd.  
Los Angeles, California 90026

The Parties agreed to discuss extensions and/or modifications of the CSWPA based on the District's determination as to whether the CSWPA achieved its intent and goal.

**Section 21.2 Turnover and Final Acceptance of Completed Work.**

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the CSWPA shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the CSWPA will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor.

**Section 21.3 Continuation of Schedule A's.** Schedule A's incorporated as part of this CSWPA shall continue in full force and effect, as previously stated, until the Contractor and Union Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this CSWPA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this CSWPA if such provisions are less favorable to the Contractor under the CSWPA than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this CSWPA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article 11.

**Section 21.4 Final Termination.** Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the CSWPA.

## **ARTICLE 22 WORK OPPORTUNITIES PROGRAM**

**Section 22.1 Work Opportunity Programs.** The Parties to this CSWPA support the development of increased numbers of skilled construction workers from among residents of the District and Orange County to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents, the primary goals of which shall be to maximize (1) construction work opportunities for County and District residents, and (2) business opportunities for traditionally underrepresented members of the community, minority and women-owned business, and disabled veteran-owned businesses in the construction industry, the latter goal being consistent with the Government Code requirement that public agencies promote and encourage the use of these organization on public projects. In furtherance of the foregoing, the Unions specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified District residents as journeymen, and apprentices on Covered Projects and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

(b) Work cooperatively with the District, the Project Labor Coordinator, and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

(c) Participate in District based job fairs, career days and outreach events; and

(d) Provide speakers to speak at District programs and Academies as requested; and

(e) Assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist District residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including

experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide District residents for work on this Project; and

(f) Allow tours of their JACs as requested; and

(g) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

(h) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

**ARTICLE 23  
HELMETS TO HARDHATS**

**Section 23.1 Veterans Entry into Building and Construction Trades.** The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree 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 a resource for preliminary orientation, assessment and construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

**Section 23.2 Integrated Database.** The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof the Parties have caused this Community and Student Workforce Project Agreement for Rancho Santiago Community College District Construction and Major Rehabilitation Funded by Measure Q to be executed as of the date and year below stated.


Dated: 6/10/2014

RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT

By:   
[Insert Name and Title]

Dated: 6/6/14

LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES  
COUNCIL

By:   
Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL'S  
AFFILIATED CRAFT LOCAL UNIONS/COUNCILS:

  
(Asbestos) Heat & Frost Local #5

  
Boilermakers Local #92

  
Elevator Constructors Local #18

  
Operating Engineers Local #12

  
Gunit Workers #345

  
Iron Workers Local #433

  
Painters District Council & Allied Trades #36

  
U.A. Steamfitters #250

  
U.A. Plumbers & Fitters Local #582

  
Plasterers & Trowlers #1414

  
Plasterers #200

  
Sheet Metal Workers Local #105

  
Tile Layers Local #18

  
Bricklayers & Allied Trades #4

  
I.B.E.W. Local #441

  
Operating Engineers Local #12

  
Operating Engineers Local #12

  
Iron Workers Local #416

  
Laborers District Council

  
Laborers Local #652

  
U.A. Landscape & Irrigation Local #345

  
U.A. Sprinkler Fitters Local #709

  
Cement Masons #500

  
Roofers & Waterproofers #220

  
Teamsters Local #952

  
South West Regional Council of Carpenters

**APPENDIX A**  
**MEASURE Q PROJECTS**

1. Central Chiller Plant - \$40.1 million
2. Johnson Center Renovation - \$10 million
3. New Science (STEM) Center - \$40 million
4. New Health Science Center - \$30.3 million

**ATTACHMENT A - LETTER OF ASSENT**

To be signed by all Contractors awarded work covered by the Community and Student Workforce Project Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: \_\_\_\_\_

**Re: Rancho Santiago Community College District Community and Student Workforce Project Labor Agreement**

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the Rancho Santiago Community College District Community and Student Workforce Project Agreement - for School Construction Major Rehabilitation Funded by Measure Q effective \_\_\_\_\_, as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party 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. \_\_\_\_\_ and Name of Project/School], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 4, Section 4.4(b)]



## ATTACHMENT B - CSWPA CRAFT REQUEST FORM

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for this project. A duplicate fax request is to be sent to the Project Labor Coordinator. 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.

The Rancho Santiago Community College District (District) Community and Student Workforce Project Agreement sets the goal that 66% of all of the labor and craft positions shall be from workers residing in the County of Orange and 50% of the positions are filled by residents of the District's service area which covers the following zip codes:

92602	92606	92610	92612	92614	92618 92620	92626	92627	92660
92675	92676	92679 92688	92701	92703	92704	92705	92706	92707
92707	92708	92780	92782	92802	92805 92806	92807	92808	92840
92843	92861	92862	92865	92866	92867	92868	92869	92883 92887

**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 and send a copy to Project Labor Coordinator.

### 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	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED = _____</b>					

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 rec'd:
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)
District (zip code) resident	(See zip code list above)	Yes _____ No _____
Veteran		Yes _____ No _____
Graduate of District's JATC	(Carp, Elect & O.E., only)	Yes _____ No _____
Current District JATC apprentice	(Carp, Elect & O.E., only)	Yes _____ No _____
Orange County resident		Yes _____ No _____
Regular dispatch from out of work list		Yes _____ No _____

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

**ATTACHMENT C**  
**DRUG TESTING LANGUAGE**

**MEMORANDUM  
OF  
UNDERSTANDING**



**TESTING POLICY FOR  
DRUG ABUSE**

Revised June 2009

**International Union of  
Operating Engineers  
Local Union No. 12**



## **-INTRODUCTION-**

At the June 1991 General Membership Meeting, the members in attendance acknowledged the need of some form of drug testing that would keep the jobsite safe while at the same time protect each member's individual rights under the constitution.

When signatory contractors were not being allowed to bid on projects because they had no official drug testing policy, it became obvious that we were going to have to develop a test to remedy that problem. We feel that within the confines of this addendum the best and fairest for all has been accomplished.

This Memorandum of Understanding is actually an addendum to Local 12's Master Labor Agreement. All the provisions in this shall be adhered to and enforced by Local 12. No member shall be subjected to any provision outside of this memorandum. If any employer asks a member to test for substance abuse and asks for any procedures outside of what is outlined here or in the Side Letter of Understanding on page 11 - that employer is in violation of the Master Labor Agreement and you are not required to comply.

Substance abuse has become a national problem. While jobsite safety has always been a priority in Local 12, it is not the intent of this policy to subject any member to a test that all members on a project are not subjected to.

You, as a member working under these conditions have rights as well as obligations. If you have any questions please contact this office or your business representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Wm. C. Waggoner". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Wm. C. Waggoner, Business Manager &  
General Vice President

This Memorandum of Understanding shall be considered as an addendum to the Master Labor Agreement currently in effect between the parties. It shall be effective as of the date it is signed and shall thereafter run concurrently with the Master Labor Agreement.

The parties recognize the problems which drug abuse has created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug free work environment, individual Employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by the Labor and Management and will apply.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances 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 Master Labor Agreement.

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

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 International Union of Operating Engineers, 150 East Corson Street, Pasadena, California 91103. 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 Master Labor Agreement, 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 a valid 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 a valid 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 Agreement. 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 Business 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 Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplies Immunoassay Technique (EMIT). 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 SAMHSA. Should these

SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. 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 SAMHSA. 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 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 Union. Notice to the 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 being 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 Operating Engineers 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.

a. 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 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 jobsite drug testing on construction projects 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 SAMHSA 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 applicable Master Labor Agreement.

9. The establishment or operation of this Agreement 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 of 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 Union. Such release to the 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 will 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. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

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

<b>DRUG ABUSE PREVENTION AND DETECTION APPENDIX A - CUTOFF LEVELS</b>				
<b>DRUG</b>	<b>SCREENING METHOD</b>	<b>SCREENING LEVEL**</b>	<b>CONFIRMATION METHOD</b>	<b>CONFIRMATION LEVEL</b>
Amphetamines	EMIT	1000 ng/ml*	GC/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	GC/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	GC/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	GC/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	GC/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml

\* SAMHSA specified threshold

\*\* A sample reported positive contains the indicated drug at or above the cutoff level for that drug.

A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

GC/MS - Gas Chromatography/Mass Spectrometry



**SIDE LETTER  
OF  
UNDERSTANDING**

In regard to the Memorandum of Understanding on Drug Abuse Prevention and Detection agreed to by the parties, it is agreed that if, as a condition of contract award or due to Federal, State or Governmental Agency requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in the Memorandum of Understanding, the individual Employer will notify the Union in writing of those requirements. The Union reserves the right, upon receiving notification, to require the individual Employer to meet to negotiate any changes.

Agreed to this 18th day of June, 1991.

**ASSOCIATED GENERAL  
CONTRACTORS OF CALIFORNIA, INC.**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL UNION NO. 12**

Wm. C. Waggoner  
Business Manager

Mickey J. Adams  
President

Ronald J. Sikorski  
Vice President

**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.

Agreed to this 5th day of November, 2004.

**ASSOCIATED GENERAL  
CONTRACTORS OF CALIFORNIA, INC.**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL UNION NO. 12**

Wm. C. Waggoner  
Business Manager

Mickey J. Adams  
President

Ronald J. Sikorski  
Vice President