

The Metropolitan Water District of Southern California

Agenda

The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

E&O Committee

T. Smith, Chair
S. Blois, Vice Chair
R. Apodaca
S. Blois
M. Camacho
D. De Jesus
L. Dick
S. Faessel
L. Fong-Sakai
R. Lefevre
J. Morris
G. Peterson
H. Repenning
H. Williams

Engineering and Operations Committee

Meeting with Board of Directors *

October 10, 2022

10:30 a.m.

**Monday, October 10, 2022
Meeting Schedule**

**09:30 a.m. F&I
10:30 a.m. E&O
01:00 p.m. C&L
02:00 p.m. IW**

Live streaming is available for all board and committee meetings on mwdh2o.com ([Click Here](#))

A listen only phone line is also available at 1-877-853-5257; enter meeting ID: 831 5177 2466. Members of the public may present their comments to the Committee on matters within the committee's jurisdiction as listed on the agenda via in-person or teleconference. To participate via teleconference (833) 548-0276 and enter meeting ID: 815 2066 4276.

MWD Headquarters Building • 700 N. Alameda Street • Los Angeles, CA 90012

* The Metropolitan Water District's meeting of this Committee is noticed as a joint committee meeting with the Board of Directors for the purpose of compliance with the Brown Act. Members of the Board who are not assigned to this Committee may participate as members of the Board, whether or not a quorum of the Board is present. In order to preserve the function of the committee as advisory to the Board, members of the Board who are not assigned to this Committee will not vote on matters before this Committee.

1. **Opportunity for members of the public to address the committee on matters within the committee's jurisdiction (As required by Gov. Code Section 54954.3(a))**

**** CONSENT CALENDAR ITEMS -- ACTION ****

2. CONSENT CALENDAR OTHER ITEMS - ACTION

- A. Approval of the Minutes of the Engineering and Operations Committee held September 12, 2022 [21-1565](#)

Attachments: [10102022 EO 2A Minutes](#)

3. CONSENT CALENDAR ITEMS - ACTION

- 7-2** Authorize the General Manager to sign a Project Labor Agreement with the Los Angeles and Orange Counties Building and Construction Trade Council, the Riverside and San Bernardino Counties Building and Construction Trades Council, the San Diego County Building and Construction Trades Council, the Tri-Counties Building and Construction Trades Council, and the signatory Unions and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years; and authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the Project Labor Agreement; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA **21-1542**

Attachments: [10112022 EO 7-2 B-L](#)
[10102022 EO 7-2 Presentation](#)

- 7-3** Authorize an agreement with MWA Architects in an amount not to exceed \$990,000 for preliminary design of new warehouse facilities at Metropolitan's La Verne site; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA **21-1548**

Attachments: [10112022 EO 7-3 B-L](#)
[10102022 EO 7-3 Presentation](#)

- 7-4** Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum of five years for engineering services; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA **21-1549**

Attachments: [10112022 EO 7-4 B-L](#)
[10102022 EO 7-4 Presentation](#)

- 7-5** Authorize on-call agreements with MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc., in amounts not to exceed \$6.7 million, \$4.4 million, and \$3.5 million, respectively, for a maximum of three years for construction management and inspection services to support board-authorized Capital Investment Plan projects; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA **21-1550**

Attachments: [10112022 EO 7-5 B-L](#)
[10102022 EO 7-5 Presentation](#)

**** END OF CONSENT CALENDAR ITEMS ******4. OTHER BOARD ITEMS - ACTION**

NONE

5. BOARD INFORMATION ITEMS

NONE

6. COMMITTEE ITEMS

NONE

7. MANAGEMENT REPORTS

- a. Water System Operations Manager's Report [21-1566](#)

Attachments: [10102022 EO 7a Presentation](#)

- b. Engineering Services Manager's Report [21-1567](#)

Attachments: [10102022 EO 7b Presentation](#)

8. FOLLOW-UP ITEMS

NONE

9. FUTURE AGENDA ITEMS**10. ADJOURNMENT**

NOTE: This committee reviews items and makes a recommendation for final action to the full Board of Directors. Final action will be taken by the Board of Directors. Agendas for the meeting of the Board of Directors may be obtained from the Board Executive Secretary. This committee will not take any final action that is binding on the Board, even when a quorum of the Board is present.

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site <http://www.mwdh2o.com>.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

MINUTES

ENGINEERING AND OPERATIONS COMMITTEE

September 12, 2022

Chair Smith called the teleconference meeting to order at 9:32 a.m.

Members present: Chair Smith, Vice Chair Blois, Directors Camacho, De Jesus, Dick, Faessel, Lefevre, Morris, Peterson, and Williams

Members absent: Directors Apodaca, Fong-Sakai, and Repenning

Other Board members present: Directors Abdo, Ackerman, Atwater, Cordero, Dennstedt, Erdman, Fellow, Goldberg, Gray, Hawkins, Jung, Kurtz, McCoy, Miller, Ortega, Pressman, Record, and Tamaribuchi

Committee staff present: Bednarski, Chapman, Hagekhalil, Linares, Parsons, and Yamasaki

1. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE COMMITTEE ON MATTERS WITHIN THE COMMITTEE'S JURISDICTION

None

CONSENT CALENDAR ITEMS -- ACTION

2. CONSENT CALENDAR OTHER ITEMS - ACTION

- A. Approval of the Minutes of the Engineering and Operations Committee held August 15, 2022

3. CONSENT CALENDAR ITEMS - ACTION

- 7-1** Subject: Determine that there is a need to continue the emergency action of executing a no-bid contract for the Upper Feeder expansion joint replacement (Requires four-fifths vote of the Board); the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Presented by: Brett Schickling, Engineer, Engineering Services Group

Motion: Determine that there is a need to continue the emergency action of executing a no-bid contract for construction of pipe joint repairs on the Upper Feeder. (Requires four-fifths vote of the Board.)

The following Directors provided comments or asked questions

1. Blois
2. Morris
3. Dick

Staff responded to the Directors' questions and comments.

- 7-2** Subject: Authorize an increase of \$1,200,000 to an existing agreement with IBI Group, for a new not-to-exceed total of \$1,830,000 for design services, and an agreement with Fugro, in an amount not-to-exceed \$450,000 for geotechnical engineering services for the Weymouth Administration Building seismic upgrade project; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA

Presented by: Gary Cho, Engineer, Engineering Services Group

- Motion:
- a. Authorize an increase of \$1,200,000 to an existing agreement with IBI Group, for a new not-to-exceed amount of \$1,830,000 for design services to upgrade the Weymouth Administration Building.
 - b. Authorize an agreement with Fugro for a not-to-exceed amount of \$450,000 to provide geotechnical engineering services for structural strengthening of the Weymouth Administration Building.

The following Director provided comments or asked questions

1. Peterson

Staff responded to the Director's questions and comments.

- 7-3** Subject: Award a \$287,824 contract to Bishop, Inc. for replacement of the maintenance building roof at the Henry J. Mills Water Treatment Plant; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Presented by: No presentation was given.

- Motion: Award a \$287,824 contract to Bishop, Inc. for replacement of the maintenance building roof at the Mills plant.

- 7-4 Subject:** Authorize an increase of \$690,000 to an existing agreement with Carollo Engineers, Inc., for a new not-to-exceed amount of \$990,000, to serve as the owner's advisor for development of the Sepulveda Feeder Pump Stations project with the alternative delivery approach referred to as progressive design-build; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (This action is part of a series of projects that are being undertaken to improve the supply reliability for State Water Project dependent member agencies)
- Presented by:** John Bednarski, Group Manager, Engineering Services Group, and Izzat Hamawi, Senior Engineer, Engineering Services Group
- Motion:** Authorize a \$690,000 increase to an existing agreement with Carollo Engineers, Inc. for a new not-to-exceed amount of \$990,000 to perform owner's advisor services for the Sepulveda Feeder Pump Stations.

The following Directors provided comments or asked questions

1. Lefevre
2. Peterson
3. Blois
4. Smith

Staff responded to the Directors' questions and comments.

- 7-5 Subject:** Authorize an agreement with Calpine Energy Solutions, LLC for the sale of renewable energy from the Phase I-II hydroelectric power plants; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA.
- Presented by:** No presentation was given.
- Motion:** Authorize an agreement with Calpine Energy Solutions, LLC for the sale of renewable energy from the Phase I-II hydroelectric power plants.

Director Peterson made a motion, seconded by Director Camacho, to approve the consent calendar consisting of items 2A, 7-1, 7-2, 7-3, 7-4, and 7-5.

The vote was:

- Ayes:** Directors Blois, Camacho, De Jesus, Dick, Faessel, LeFevre, Morris, Peterson, Smith, Williams
- Noes:** None

Abstentions: None

Absent: Director Apodaca, Fong-Sakai, and Repenning

The motion for Item 2A, 7-1, 7-2, 7-3, 7-4, and 7-5 passed by a vote of 10 ayes, 0 noes, 0 abstentions, and 3 absent.

**** END OF CONSENT CALENDAR ITEMS ****

4. OTHER BOARD ITEMS - ACTION

NONE

5. BOARD INFORMATION ITEMS

NONE

6. COMMITTEE ITEMS

a. Subject: Capital Investment Plan quarterly report for period ending June 2022

Presented by: No presentation was given

b. Subject: State Water Project Dependent Area Solutions: Drought Action/Project Portfolios Update

Presented by: Keith Nobriga, Water Operations and Planning Section Manager, and Winston Chai, Facility Planning Unit Manager

Mr. Nobriga reported on the following:

- Metropolitan's collaboration with member agencies to identify solutions to Southern California's water reliability crisis
- Development of action/project portfolios
- Planning for near-term and long-term droughts and supply reliability
- Addressing near-term demand/supply gap

Mr. Chai reported on the following:

- Proposed initial near-term and long-term portfolios
 - Initial East and West branch near-term and long-term mixed portfolios
 - Available funding for drought projects in current 10-year CIP
 - Next steps to advance drought action project portfolios
 - Staff's plan to return to the board by February 2023 to present preferred portfolios

The following Directors provided comments or asked questions

1. Peterson
2. Lefevre
3. Goldberg
4. Miller
5. Kurtz
6. Blois
7. Erdman
8. Tamaribuchi

Staff responded to the Directors' questions and comments.

- c. Subject: Pure Water Southern California Program Update
- Presented by: Heather Collins, Water Treatment Section Manager

Ms. Collins reported on the following:

- Demonstration plant activities
- Direct potable reuse planning efforts
- Agency coordination
- CEQA activities
- State and Federal funding
- Outreach highlights
- Next steps and potential milestones
- WateReuse California 2022 award winner Joyce Lehman

The following Directors provided comments or asked questions

1. Abdo
2. Peterson
3. Goldberg
4. Ortega
5. Record

Staff responded to the Directors' questions and comments.

7. MANAGEMENT REPORTS

- a. Subject: Water System Operations Manager's Report
- Presented by: Brent Yamasaki, Water System Operations, Group Manager

Mr. Yamasaki reported on the following:

- Continuing drought operations
- Updates on the Upper Feeder Shutdown
- Metropolitan's response to extreme heat and statewide power emergency
- Fairview Fire - no impact to Metropolitan operations
- PFOA/PFOS proposed as hazardous substances under CERCLA
 - Collaborating with water industry organizations on comments potentially seeking exemption for water utilities

The following Director provided comments or asked questions

1. Faessel

Staff responded to the Director's questions and comments.

- b. Subject: Engineering Services Manager's Report
- Presented by: John Bednarski, Engineering Services, Chief Engineer and Group Manager

Mr. Bednarski reported on the following:

- Recognition of the Casa Loma Siphon Seismic Retrofit Project
- CIP Performance highlights for FY 20/21 & 21/22
- Battery Energy Storage Projects update
- Headquarters Construction Update
- Update on progress for a Project Labor Agreement
- E&O Inspection Trip on October 26, 2022

8. FOLLOW-UP ITEMS

NONE

9. FUTURE AGENDA ITEMS

NONE

The next meeting will be held on October 10, 2022.

Meeting adjourned at 11:59 am.

Tim Smith
Chair



● **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-2

Subject

Authorize the General Manager to sign a Project Labor Agreement with the Los Angeles and Orange Counties Building and Construction Trade Council, the Riverside and San Bernardino Counties Building and Construction Trades Council, the San Diego County Building and Construction Trades Council, the Tri-Counties Building and Construction Trades Council, and the signatory Unions and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years; and authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the Project Labor Agreement; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA

Executive Summary

A Project Labor Agreement (PLA) is a collective bargaining agreement between a construction contractor and local trade unions. A PLA would ensure that trained craft workers are provided for Metropolitan construction projects and would also benefit the regional economy and workforce development in Southern California through the use of union-associated apprenticeship programs and the hiring of a diverse local workforce. This cooperative approach led to labor stability and effective dispute resolution on previous Metropolitan programs and projects, including the Diamond Valley Lake, Inland Feeder, and Skinner plant improvement programs. This action authorizes the General Manager to sign the attached PLA with the building and construction trade councils of Los Angeles, Orange, Riverside, San Bernardino, San Diego Counties and the Tri-Counties (Trade Councils) and the signatory unions, and approves the use of the PLA as a bid condition on select construction contracts, identified in Attachment D to the PLA, over the next five years. This action also authorizes a professional services agreement for administration of the PLA.

Details

Background

A PLA is an agreement between a contractor and labor unions having jurisdiction in a specific geographical area, in this instance, the five counties within Southern California that comprise Metropolitan's service area. PLAs maintain project continuity by preventing employee strikes and employer lockouts. They also include procedures for the peaceful resolution of grievances and disputes. Under a typical PLA, all contractors and subcontractors must sign a letter of assent (see Attachment A to the PLA) as a condition of performing work on those projects covered by the PLA.

PLAs typically include prevailing wage and benefit requirements, development and enforcement of apprenticeship programs, and local workforce hiring provisions. PLAs are open to both union and non-union contractors and support existing anti-discrimination and harassment contract provisions and existing contractor safety programs. Metropolitan successfully implemented PLAs for the Diamond Valley Lake, Inland Feeder, and Skinner plant improvements programs in the late-1990s and early 2000s. This cooperative approach between the contractors, labor, and the owner or owner's PLA administrator proved successful in ensuring labor stability and providing the skilled labor needed on these projects.

This action is the culmination of a strategic initiative which was developed over approximately two years. In April and October 2021, staff presented two oral reports to the Engineering and Operations (E&O) Committee to

provide information on the attributes and potential impacts of a PLA. These oral reports provided a broad overview of PLAs, including potential benefits and risks, potential approaches to identifying projects to be covered by a PLA, identification of other comparable agencies that utilize PLAs, and a discussion of how a PLA would coexist with Metropolitan's Business Outreach Program. Staff also described how implementation of a PLA could enhance the skilled labor pool for Metropolitan projects through the development of pre-apprenticeship and training programs and the hiring of local construction workers. Based on these two E&O Committee presentations, staff was directed to return to the Board with a recommended approach for implementing a PLA.

In March 2022, Metropolitan's Board authorized the General Manager to negotiate a PLA pursuant to guiding principles identified by the Board during the previous oral reports and the March 2022 board discussions. Supplied with this information, staff engaged Parsons Constructors, Inc. (PCI) and outside counsel Morgan Lewis and Bockius LLP, under the authorities of the General Manager and General Counsel, respectively, to assist with negotiating a PLA. Staff also held meetings with small businesses and contractor groups to receive their input. This input was designed to help formulate the outreach and training needed to reduce or eliminate adverse impacts on contractors, particularly small business contractors and subcontractors.

Several negotiation sessions were held with the building and trades councils, which resulted in the proposed PLA, **Attachment 1**. Consistent with the board's guiding principles, the PLA includes the following:

- A pilot-phase PLA term of five years.
- A project-specific approach to PLA coverage, which includes approximately 30 future construction contracts as well as all construction related to the proposed Pure Water Southern California Program (see Attachment D to the PLA).
- Pre-apprenticeship and apprenticeship program standards and requirements (see Articles 14 and 20 of the PLA).
- Provisions related to local hiring requirements and workforce development programs (see Section 4.5 and Article 20 of the PLA).
- Specific terms to ensure the continued success of Metropolitan's Business Outreach Program (see Sections 4.6 and 20.2(f) of the PLA).

With respect to the key issue of workforce development, Metropolitan and the Trade Councils agree to collaborate on numerous efforts, including the following:

- Development, implementation, and administration of the Construction Careers Pipeline Program (CCCP) to maximize construction career opportunities and provide a path to employment for local and transitional workers.
- Support for new and existing apprenticeship readiness programs in Metropolitan's service area, as well as outreach and recruitment, particularly among populations underrepresented in the construction industry.
- Creation of bi-annual reports to measure and report the outcomes of workforce development policies, requirements, and programs established in the PLA.

In order to limit impacts on Metropolitan's successful small business program, the PLA does the following:

- Small Business Enterprise (SBE) firms with 25 or fewer employees may employ up to three of their core employees per craft on a covered project prior to employing a worker from the appropriate union hall.
- The Trade Councils and Metropolitan will partner to enhance the MetWorks Program by providing networking and training opportunities related to the PLA.
- Each signatory Trade Council shall provide Metropolitan information on their union-signatory SBEs and (Disabled Veteran Business Enterprises) DVBES to facilitate outreach to increase participation by these entities on projects covered by the PLA.

Projects covered by the PLA will constitute over 90 percent of the planned Capital Investment Plan (CIP) construction contract expenditures over the five-year pilot phase. This level of capital expenditures covered by

the PLA strikes a balance between covering a substantial portion of Metropolitan's CIP construction contracts with a PLA, while providing contracting opportunities outside of a PLA for small contractors that typically bid on lower value and less complex construction contracts. Factors utilized in determining which construction contracts would be covered by the PLA include the dollar amount of the construction contract, construction duration, complexity of construction, project urgency and potential project risks, number of trades on a contract, likely number of subcontractors, as well as opportunities for apprenticeship and workforce development during the term of the contract. The PLA also provides a streamlined process for adding additional projects to the PLA within the five-year term of the PLA, contingent upon board approval.

During the five-year pilot phase of the PLA, staff will collect data and information that will be used to assess the potential impact of the PLA on project costs, utilization of local workforces, development of workforce diversity, utilization of small and disadvantaged businesses, development and utilization of construction careers programs, and other relevant measures. Staff will provide regular updates on these findings to the Board.

Administration of Project Labor Agreement (Parsons Constructors, Inc.) – New Agreement

PCI is recommended to administer the PLA over the five-year pilot phase. PCI was selected through a competitive process under Request for Proposals No. 1309. PCI was selected for this initiative based on its extensive experience with administering PLAs, staff qualifications, and overall PLA administration approach and methodology.

The planned activities to be performed by PCI include:

- PLA administration including monitoring and compliance oversight; collecting and maintaining files related to the PLA; prevailing wage and apprentice compliance; payment of trust fund contributions; subcontractor substitutions and additions; and core worker utilization.
- Contractor/union dispute resolution including oversight of the processing of grievances and administrative matters necessary to facilitate the timely resolution of all labor disputes; monitoring relations between unions and contractors and maintaining a log of grievances and resolution status; and monitoring contractors' compliance with worker utilization goal.
- Labor compliance including working with contractors and subcontractors to assure that prevailing wages and trust fund payments are paid promptly; visiting project construction sites to monitor compliance of the PLA by both contractors and unions; conducting labor compliance interviews and observations; and notifying Metropolitan of the status of violations and recommending corrective actions.
- Outreach and training, including implementation of outreach and training programs to train small businesses, non-union contractors, and apprenticeship programs on participation in PLA contracts; assisting contractors in meeting the PLA's local, disadvantaged, and veteran goals.

Anticipated consultant expenditures are based on the estimated number of PLA contracts which will be awarded during the term of the agreement. Metropolitan has established an SBE participation level of 25 percent. PCI has agreed to meet this level of participation.

This action authorizes an agreement with PCI for a not-to-exceed amount of \$5,750,000 to administer the PLA over the five-year pilot phase. Based on the current CIP expenditure forecast, funds for work to be performed pursuant to this action during the current biennium are available within the Capital Investment Plan Appropriation for Fiscal Years 2022/23 and 2023/24 (Appropriation No. 15525).

Alternatives Considered

Metropolitan staff considered multiple approaches to PLA implementation. Staff considered applying the PLA to all Metropolitan contracts. This alternative would have eliminated the need to evaluate individual contracts for suitability to include in the PLA; however, all contracts may not be suitable for PLAs, and this requirement may have increased challenges for SBE/DVBE contractors. Another alternative considered was to establish a minimum dollar contract threshold. This alternative would simplify contract administration for the program; however, some contracts above or below the threshold may or may not be suitable for a PLA. The selected alternative to apply the PLA to select contracts would allow case-by-case determination of contracts most suitable for a PLA, and also reduce risk to Metropolitan's Business Outreach Program.

Metropolitan staff also evaluated the availability and capability of in-house Metropolitan staff to administer the PLA. However, Metropolitan does not have the staffing levels, nor the expertise, needed to provide the level of oversight needed to ensure successful implementation of the PLA. In addition, having a liaison administer the PLA would help facilitate a seamless integration of the PLA into the covered projects, which would assist in ensuring its success over the term of the five-year pilot phase.

Summary

This action authorizes the General Manager to sign the attached PLA, approves the PLA's use as a bid condition for covered projects, and authorizes a consultant agreement with PCI in an amount not to exceed \$5,750,000 for administration of the PLA.

Project Milestone

November 2022 – Project Labor Agreement included as a condition precedent to awarding a contract for PLA-covered construction contracts

Policy

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52738, dated March 8, 2022, the Board authorized the General Manager to negotiate a PLA for application on construction contracts.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions are not defined as a project under CEQA because the proposed actions will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and involves continuing administrative activities, such as general policy and procedure making. (Public Resources Code Section 21065, State CEQA Guidelines Section 15378.) In addition, the proposed actions are not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

- a. Authorize the General Manager to sign a PLA with the trade councils of Los Angeles, Orange, Riverside, San Bernardino, San Diego Counties and the Tri-Counties and the signatory unions, and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years.
- b. Authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the PLA.

Fiscal Impact: None; funding for the work to be assigned to the consultants under the PLA administration has been previously authorized. Future costs will be accounted for and appropriated under subsequent biennial budgets.

Business Analysis: This option would provide significant construction-related benefits for construction contracts covered by a PLA. This action would also enhance the labor pool in Metropolitan's service area through workforce development, the use of union-associated apprenticeship programs, and the hiring of a locally diverse and transitional workforce.

Option #2

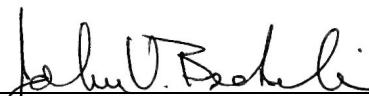
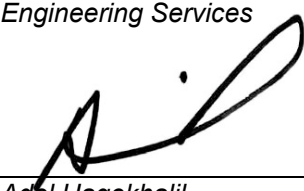
Do not proceed with implementing a PLA at this time.

Fiscal Impact: None

Business Analysis: This option would prevent or delay development of a PLA, foregoing opportunities to provide significant construction contract-related benefits, such as avoiding work stoppages and/or labor disputes, ensuring access to the skilled labor needed for these projects, establishing consistent project rules and working conditions applicable to all contractors and employees working on the projects, and facilitating contractor/union dispute resolution.

Staff Recommendation

Option #1

 John V. Bednarski Chief Engineer/Manager Engineering Services	9/23/2022 Date
 Adel Hagekhalil General Manager	9/27/2022 Date

Attachment 1 –Project Labor Agreement

Ref# es12684901

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PROJECT LABOR AGREEMENT**

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METROPOLITAN WATER DISTRICT**PROJECT LABOR AGREEMENT**

This Project Labor Agreement (“PLA”) is entered into by and between the Metropolitan Water District of Southern California (“Metropolitan”), the Los Angeles and Orange Counties Building and Construction Trades Council, AFL-CIO, the Riverside-San Bernardino Counties Building and Construction Trades Council, AFL-CIO, the San Diego County Building and Construction Trades Council, the Tri-Counties Building and Construction Trades Council, and the signatory Unions.

It is understood by the Parties that if this PLA is acceptable to Metropolitan and adopted by its Board of Directors, it will become the policy of Metropolitan that the construction work covered by this PLA shall be contracted exclusively to Contractors who perform construction work on the Covered Projects and agree to execute and be bound by the terms of this PLA.

ARTICLE 1**RECITALS**

WHEREAS, Metropolitan has identified certain projects within its Capital Investment Plan that are critical to addressing regional growth, drought impacts related to climate change, and other challenges placing new demands on Metropolitan’s aging and complex water infrastructure by making investments to maintain water reliability; and

WHEREAS, Metropolitan desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the Metropolitan Service Area; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

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

WHEREAS, it is recognized that on construction projects with multiple 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 the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes, and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, Metropolitan places high priority upon the development of comprehensive programs for the recruitment, training, employment and retention of Local Workers and Transitional Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. To that end, the Parties agree to implement the Construction Careers Pipeline Program (“CCPP”), and Metropolitan and the Parties will encourage Local Workers and Transitional Workers to participate in Covered Projects through the CCPP and other procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for SBEs/DVBES to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of Metropolitan, the Project Labor Coordinator, Contractors and other organizations retained by Metropolitan for this purpose, to encourage and assist the participation of SBEs/DVBES in the Covered Projects. Specifically, the Parties understand that Metropolitan has an established and quantified policy which places a strong emphasis on the utilization of SBEs/DVBES on Covered Projects. Metropolitan and the Parties shall participate in outreach programs and provide education, and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such SBEs/DVBES, Transitional Workers, and Local Workers; and

WHEREAS, it is further understood that Metropolitan will designate a “Project Labor Coordinator,” either from its own staff and/or a consultant acting on behalf of Metropolitan, to monitor and enforce compliance with the PLA. The Project Labor Coordinator, as the authorized representative of Metropolitan, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

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

ARTICLE 2

DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

“Apprentice” means those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California or the U.S. Department of Labor.

“Board of Directors” or “Board” means the Metropolitan Water District of Southern California’s governing Board of Directors responsible for establishing and administering Metropolitan’s policies and upholding the articles in the Metropolitan Water District Act (Statutes 1969, ch. 209, as amended).

“Contractor” means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

“Core Employee” is defined in Article 4, Section 4.6.

“Councils” means building and construction trades councils that are signatory to the PLA.

“Covered Contract” means a prime contract or subcontract awarded for performance of Covered Work.

“Covered Project” means a Metropolitan Capital Investment Plan construction project that is identified in Attachment D. However, only those construction projects listed in Attachment D that are advertised for bid during the term of this PLA shall be considered Covered Projects and subject to the terms and conditions of this PLA.

“Covered Work” means construction work in furtherance of a Covered Project, other than work excluded pursuant to specific exemptions set forth in this PLA.

“Current Prevailing Wage Determination” means the means the most recently adopted and published prevailing wage determination by the State of California, Department of Industrial Relations, in effect at the time the work is performed by each Contractor.

“Joint Labor/Management Apprenticeship Program” means an apprenticeship program jointly managed and administered by both a Union and contractor or contractor association, and (i) approved by the State of California’s Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

“Local Worker” means a construction craft worker domiciled in the Metropolitan Service Area, or Veteran residing anywhere. “Domiciled” has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency. Upon the mutual written agreement between Metropolitan and the relevant Council, this definition can be modified to include first tier zip codes within a geographic radius of a Covered Project, and such first tier zip codes will be included in the Workforce Dispatch Request Form.

“Master Agreement” means the local master labor agreement of a Union.

“Metropolitan” means the Metropolitan Water District of Southern California.

“Metropolitan Service Area” means the zip codes served by Metropolitan and attached hereto as Attachment B-1.

“Multi-Craft Core Curriculum” or “MC3” means the comprehensive pre-apprenticeship training curriculum developed and approved by North America’s Building Trades Unions National Apprenticeship and Training Committee, and approved by the Councils for use by training partners within their geographic jurisdiction.

“Parties” means the Councils, Unions, and Contractors.

“Prime Contractor” means the contractor awarded a Covered Contract in privity directly with Metropolitan.

“Project Labor Coordinator” means the designee of Metropolitan, either from its own staff and/or a consultant acting on behalf of Metropolitan, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

“Small Business Enterprise/Disabled Veteran Business Enterprise” or “SBE/DVBE”:

“SBE” means a business that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121; or a business that has been certified by the California Office of Small Business and DVBE Services as a Small Business, or a Small Business for the Purpose of Public Works.

“DVBE” means a business that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 USC 657f) and by the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).

“Transitional Worker” means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

- (a) is a Veteran;
- (b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;
- (c) has no high school diploma or general education diploma (GED);
- (d) is homeless or has been homeless within the last year;
- (e) is a former foster youth;
- (f) is a custodial single parent;
- (g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);
- (h) is a current recipient of government cash or food assistance benefits;
- (i) has a documented income at or below 100 percent of the Federal Poverty Level;
- (j) is formerly incarcerated; or
- (k) is a graduate of an apprenticeship readiness program approved to use the multi-craft core curriculum (MC3).

“Union” means any labor organization signatory to this PLA.

“Veteran” means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215(a)).

“Workforce Dispatch Request Form” means the project-specific form by which Contractors are required to use to request workers from the Union hiring halls on Covered Projects. The form will be provided by Metropolitan in each Covered Contract.

ARTICLE 3

SCOPE OF THE PLA

Section 3.1 This PLA is limited to covering all on-site construction work on Covered Projects within the scope of each Covered Contract.

Section 3.2 Exclusions. Items specifically excluded from the scope of this PLA include the following:

- (a) Work of non-manual employees including but not limited to, superintendents, supervisors, staff engineers, timekeepers, 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
- (b) All offsite manufacturing, fabrication, deliveries, maintenance, and handling of materials, equipment, or machinery, and the offsite hauling of materials of any kind to or from the Covered Project site. However, any lay down or storage areas for equipment or material and manufacturing (e.g., prefabrication) sites dedicated solely for the project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project; and
- (c) All employees of the Project Labor Coordinator, design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for Metropolitan (including, but not limited to, project managers and construction managers and their employees) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA. Notwithstanding the foregoing, however, on-site surveying and inspection services shall be within the scope of this PLA if they are within the State of California’s general prevailing wage determination for Field Surveyor or Building/Construction Inspector and Field Soils and Material Tester, when this work is performed on a Covered Project by either employees of a Contractor, pursuant to a construction contract, or by consultants working under a

professional services agreement with Metropolitan. Quality control and quality assurance work, within scope of the prevailing wage determination for Field Surveyor or Building/Inspector and Fields Soils and Material Tester, is covered by this PLA.

(d) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, Metropolitan, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to Metropolitan); and

(e) It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Covered Project. The nature of the equipment and systems, together with requirements of the manufacturer's warranty, may dictate that it be installed under the supervision and direction of Metropolitan's and/or the manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work, or the warranty requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer.

If a warranty on the manufacturer's specialty or technical equipment or systems purchased by Metropolitan requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel, and it shall be excluded from the PLA.

If a warranty on the manufacturer's specialty or technical equipment or systems purchased by Metropolitan requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, and there are no Union signatory contractors certified by the manufacturer to install and/or perform such work, then such installation may be performed by such certified contractor and it shall be excluded from the PLA.

When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. Any work to be excluded pursuant to this subsection (e) shall be identified and discussed at the relevant pre-job conference. Upon request from the relevant Council, Metropolitan shall review with the manufacturer or certified contractor whether the installation or application may be performed pursuant to terms of the PLA without affecting the status of the

warranty. Upon request from a Union to the Project Labor Coordinator, copies of the applicable written warranty and any related contract language shall be provided. This subsection (e) does not apply to construction equipment; and

(f) Laboratory work; and

(g) Non-construction support services contracted by Metropolitan, Project Labor Coordinator, or Contractor in connection with Covered Projects; and

(h) Work performed by employees of Metropolitan; and

(i) Emergency work.

Section 3.3 Awarding of Contracts.

(a) Metropolitan has the absolute right to bid or award Covered Contracts regardless of contract delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute a Letter of Assent as set forth in Attachment A hereto, and comply with this PLA in performance of Covered Work.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment A hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

Section 3.4 Master Agreements.

(a) The provisions of this PLA, including the applicable terms of the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Project, and as such may be changed from time to time consistent with Section 19.3) that are incorporated by reference into this PLA, shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and incorporated by reference into this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any

Master Agreement shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the applicable terms of the Master Agreements that are incorporated by reference into this PLA, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any Master Agreement, or any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that a Contractor not signatory to the appropriate Master Agreement may be required to sign a 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 PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

(c) Only PLA Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes are applicable to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors, or all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technician.

Section 3.5 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than work performed on Covered Projects specifically covered by this PLA.

Section 3.6 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

Section 3.7 Other Metropolitan Work. 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 PLA, which may be performed by Metropolitan employees or contracted for by Metropolitan for its own account, on its property, or in and around a project site.

Section 3.8 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among Metropolitan or Project Labor Coordinator and/or any Contractor.

Section 3.9 Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by Metropolitan or its representatives to engage in warranty services as covered by the contract, including repairs, modification and/or check-out functions required by its contract(s) with Metropolitan.

ARTICLE 4

UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

Section 4.2 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 this Article. The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; 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 PLA.

Section 4.3 Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that 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 Metropolitan to encourage employment of Local Workers, Transitional Workers, and utilization of SBEs/DVBES on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractors, including specific employment obligations to which a Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce to perform Covered Work. The Unions will work with the Project Labor Coordinator and others designated by Metropolitan, to identify and refer competent craft persons as needed for Covered Projects. The Parties shall identify individuals, particularly Local Workers and Transitional Workers, and exert their best efforts to facilitate entrance into Apprenticeship Programs.

(c) With assistance from Metropolitan, 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 Covered Projects to be undertaken.

(d) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Parties shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender, gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination and harassment.

Further, it is recognized that Metropolitan has certain policies, programs, and goals for the utilization of SBEs/DVBES. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA

that may appear to interfere with SBEs/DVBEs successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with Metropolitan's policies and commitment to its goals for the significant utilization of SBEs/DVBEs as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Local Workers and Transitional Workers.

(a) In recognition of Metropolitan's mission to maximize employment opportunities for Local Workers and Transitional Workers, the Parties agree that Local Workers, as well as Transitional Workers to the extent such status is known, shall be first referred for Covered Projects. If Metropolitan and the relevant Council mutually agree in writing to establish first tier zip codes within a geographic radius of a Covered Project, the Parties agree to first refer workers domiciled in the first-tier zip codes before referring Local Workers domiciled outside of the first tier zip codes. The list of qualifying zip codes for Local Workers, including any first-tier zip codes, will be referenced in the Workforce Dispatch Request Form for each Covered Project.

(b) The Parties agree to achieve a goal of at least sixty (60) percent of the total construction craft hours worked on each Covered Project be performed by Local Workers.

(c) The Parties agree to achieve a goal of at least fifteen (15) percent of the total construction craft hours worked on each Covered Project be performed by Transitional Workers. Hours worked by Transitional Workers who are also Local Workers may be applied to the Local Worker participation goal.

(d) Contractors shall attempt to satisfy the goals set forth in Sections 4.5(b) and (c) by (i) assigning current craft employees who are Local Workers and/or Transitional Workers to perform Covered Work; (ii) if necessary, requesting referral of Local Workers and Transitional Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7.

Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers and Transitional Workers shall not be considered in non-compliance for failure to meet the goals set forth in Sections 4.5(b) and (c).

(e) Professional services agreements entered into by Metropolitan for covered surveying or inspection services, which are separate and apart from the

Construction Contract for a Covered Project, are exempt from the foregoing Local Worker and Transitional Worker hiring goals.

(f) To facilitate the dispatch of Local Workers and Transitional Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Transitional Workers are requested by a Contractor, the Unions will refer Local Workers, and Transitional Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Parties in the administration, monitoring, and the reporting of the foregoing Local Worker and Transitional Worker hiring goals.

Section 4.6 Core Employees. This Section only applies to Contractors who are not directly signatory to an applicable Master Agreement.

(a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be either a journeyperson or Apprentice and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. Journeyman core employees must have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior two (2) years.

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for SBEs/DVBES. The Parties recognize Metropolitan's Business Outreach Program and Board-adopted policies, and Metropolitan's interest in promoting competition and inclusion of SBEs/DVBES, which may not be signatory to a current Master Agreement. In order to promote participation and attract SBEs/DVBES to work under this PLA, and subject to the limitations set forth below, each Contractor that is a SBE/DVBE with twenty-five (25) or less employees at the time they are awarded a Covered Contract may first employ three (3) of its core employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2)

additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. Notwithstanding the foregoing, Contractors must comply with the State of California Labor Code requirements for the utilization of Apprentices on Covered Projects.

(c) Contractors who do not qualify for the hiring procedure for SBEs/DVBEs set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, 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 per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

(d) Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at a Covered Project site.

(e) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment B-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees, unless otherwise permitted by the affected Union.

(f) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (i.e., certified payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the relevant Council.

(g) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(h) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 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 employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. 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.

Section 4.11 Skilled and Trained Workforce. Each Contractor performing work on a Covered Project that was procured by Metropolitan through an alternative project delivery methodology, as authorized by sections 21568 et seq. or sections 22170 et seq. of the California Public Contract Code, is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The

Parties shall utilize the grievance procedures set forth in Article 10 of this PLA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, Contractors and Metropolitan shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this PLA.

ARTICLE 5

UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, 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 5.2 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 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 5.3 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 Master Agreement, 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 has been given.

Section 5.4 Employees on Non-Covered Projects. On work where the personnel of Metropolitan or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with Metropolitan personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6

WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable Current Prevailing Wage Determinations. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Master Agreements are required to pay all of the wages and fringe benefits set forth in those Master Agreements without reference to the forgoing. 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 PLA, except to the extent provided for in any Current Prevailing Wage Determinations.

Section 6.2 All employees covered by this PLA may be paid by check, all wages shall be paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or

laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

Section 6.3 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Master Agreement, however, such contributions shall not exceed the contribution amounts set forth in the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Master Agreements are required to make all contributions set forth in those Master Agreements without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Master Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

(b) Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis how payments will 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. The Contractor obligations to the applicable Union employee benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union employee benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(c) Contractors of whatever tier shall make regular and timely contributions required by this Article in amounts and on the time schedule set forth in the appropriate Master Agreement. Delinquency in the payment of contributions is a breach of this PLA. If a Contractor is delinquent with paying contributions in violation of this PLA, the Union or the trust fund shall provide notification to the Project Labor Coordinator after efforts by the Union or the trust fund to resolve the delinquency have been exhausted with the delinquent Contractor and provide documentary evidence of the delinquency endorsed by the trust fund. Upon such notification, the Project Labor Coordinator will assist the Contractor, Union and the trust fund resolve the delinquency. If the delinquency is not resolved within thirty (30) calendar days thereafter, the Prime Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from

any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance.

In the case of a delinquent Prime Contractor, if the delinquency is not resolved within thirty (30) days, the Project Labor Coordinator shall notify Metropolitan of the delinquency and request Metropolitan to withhold, in an appropriate amount, any funds due and owing to the Prime Contractor. Pursuant to the announced commitment of Metropolitan, the Prime Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the trust fund. All Contractors must certify to the Project Labor Coordinator that all benefit contributions due as required by this Agreement have been paid.

(d) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act ("NLRA"), which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended. If any pension trust fund covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203(B)(1)(i), as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make contributions to that fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt fund to the employees' wages or other bona fide retirement plan program pursuant to Current Prevailing Wage Determinations.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of applicable prevailing wage laws may be referred to the Project Labor Coordinator, if any, for processing, investigation and resolution. Such complaints may also be resolved by utilizing the Article 10 grievance procedure. To facilitate compliance with applicable prevailing wage laws and the Current Prevailing Wage Determinations, Metropolitan and each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to a requesting Union within ten (10) days of the request.

ARTICLE 7

WORK STOPPAGES AND LOCKOUTS

- Section 7.1** No Work Stoppages or Disruptive Activity. The Councils and the Unions signatory hereto agree that neither they, 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 in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to Metropolitan or its 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 Councils, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Councils and the Union shall take all steps necessary to obtain compliance with this Article.
- Section 7.2** Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.
- Section 7.3** Standing to Enforce. Metropolitan and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.
- Section 7.4** Expiration of Master Agreements. This section is only applicable to Contractors directly signatory to an applicable Master Agreement. If an applicable Master Agreement expires during the term of the Covered Project, the Union(s) agree that there shall be no work disruption of any kind as described in this Article as a result of the expiration of any such agreement(s) having application on the Covered Project and/or failure of the involved parties to that Master Agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements and the Current Prevailing Wage Determinations under this PLA shall remain established and set. Otherwise to the extent that such agreement does expire and the parties to that Master Agreement have failed to reach concurrence on a new contract, work will continue on the Covered Project with 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 an expiring Master Agreement must offer to continue working on the Project under interim agreements that retain all the terms of the expiring Master Agreement, except that the affected Unions may propose wage rates and employer contribution rates to employee benefit funds under the interim agreement that are different from those wage rates and employer contributions rates under the expiring Master Agreement. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in the geographic area of the Covered Project. All interim agreements expire when the new Master Agreement becomes effective.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring Master Agreement, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring Master Agreement agrees to the following retroactivity provisions: if a new Master Agreement is ratified and signed, and if such new Master Agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new Master Agreements, an amount equal to any such retroactive wage increase established by such new Master Agreement, retroactive to whatever date is provided by the new Master Agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor Metropolitan, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

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

Section 7.5 No Lock-Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. 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 PLA, or any other agreement, nor does “lock-out” include Metropolitan's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor or Metropolitan contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. 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 Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, or Metropolitan, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The Party, including any affected Contractor, invoking this procedure shall notify Thomas Pagan, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or Barry Winograd, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to

the Project Labor Coordinator and relevant Council. For purposes of this Article, written notice may be given by email, 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 seventy-two (72) 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 7.6, above.

(c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing, which may be a virtual 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 disputing parties. A failure of any of the disputing 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 this Article 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 (except for damages as set forth in Section 7.8 below), which issue is reserved for court proceedings, if any. 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 disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA 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 7.7(d) of this Article, all disputing 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 sent to all disputing parties.

(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 disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to Metropolitan, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to Metropolitan, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that delays on Covered Projects caused by violations of this Article will cause Metropolitan to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to Metropolitan the sum of not less than

\$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of Metropolitan for the delay specified, but shall not prevent Metropolitan from seeking an injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to Metropolitan pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement or fails to make timely payments to the applicable Union employee benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Councils and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for

employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and Metropolitan labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with Metropolitan.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 8.2 All jurisdictional disputes on this project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Parties with regard to Covered Work.

Section 8.3 All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator’s hearing on the dispute shall be held at the offices of the relevant Council, or virtually at the sole discretion of the arbitrator, within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.5 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, the affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.6 Pre-job Conference. It is required that each Contractor conduct a pre-job conference in accordance with the procedures described in Article 15.

ARTICLE 9

MANAGEMENT RIGHTS

Section 9.1 Contractor and Metropolitan Rights. The Contractors and Metropolitan have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, 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 Metropolitan 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; and
- (f) Assign and schedule work at their discretion; and
- (g) 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 Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific Metropolitan Rights. In addition to the following and other rights of Metropolitan enumerated in this PLA, Metropolitan expressly reserves its management rights and all the rights conferred on it by law and contract. Metropolitan'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) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of Metropolitan and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Parties to make appropriate scheduling plans, Metropolitan will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and
- (c) 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
- (d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the 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 9.4 Special Equipment, Warranties, and Guaranties.

- (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project 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 Metropolitan's and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.

(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 Covered Projects. 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 Union 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 Contractor and Union 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 10.

ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Councils 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 construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) The Contractors, Unions, and Contractor employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, 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 grievance parties to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions, complaints or alleged violations of this PLA (except for alleged violations of Articles 7 or 8), which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to this PLA alleges that a Contractor has violated a provision of this PLA, 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, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall 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 grievance parties.

(b) Union or Contractor Grievances. Should a Union or a Contractor (each a “complaining party”) allege a violation of this PLA by any Party, and, if after conferring within ten (10) working days after the complaining 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 processing of an employee complaint.

Step 2. A representative of the complaining party, and a representative of any responding party to the grievance (“responding party”), shall meet within seven

(7) working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. Metropolitan may participate as an interested party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (10) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected in sequential order by the Project Labor Coordinator from the following arbitrator list: (1) Thomas Pagan; (2) Michael Prihar; (3) Fred Horowitz; (4) Sara Adler; (5) Michael Rappaport. The arbitration may be conducted virtually at the sole discretion of the arbitrator. In the event any of these arbitrators retire or become permanently unavailable, Metropolitan and the Councils may jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within one hundred and twenty (120) calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next available arbitrator on the list. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and Metropolitan. This grievance process and arbitration proceedings do not impede the ability of Metropolitan to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining 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 to the grievance 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 PLA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other Metropolitan representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11

COMPLIANCE

Section 11.1 Compliance with All Laws. The Unions, Contractors, 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.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 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 Metropolitan and 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 Metropolitan.

(b) All Parties and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and Metropolitan. 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. All employees shall comply with the safety regulations established by Metropolitan, the Project Labor Coordinator, and the Contractor.

Section 12.2 Drug and Alcohol Testing Policy. The Parties shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment C, which is the exclusive Drug and Alcohol Testing Policy for Covered Projects.

ARTICLE 13

TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provisions of the applicable Master Agreement(s).

ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by Metropolitan, and the opportunities to provide continuing work on Covered Projects for Local Workers and Transitional Workers. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist Local Workers and Transitional Workers in enrolling in and progressing through Apprenticeship Programs and/or apprenticeship readiness programs in the construction industry that lead to participation in Apprenticeship Programs. Metropolitan, the Project Labor Coordinator, other Metropolitan consultants, the Contractors, and the Councils 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.

Section 14.2 Use of Apprentices.

(a) The Parties agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journey person hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of

Apprentices. Metropolitan, 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 Councils, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons, especially Local Workers and Transitional Workers.

(b) The Parties 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 PLA unless there is a journeyperson 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/she is participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

(d) Metropolitan's Workforce: The Councils and Metropolitan agree to partner with and utilize local MC3 apprenticeship readiness programs as a pipeline of Local Workers and Transitional Workers for direct employment with Metropolitan in construction, maintenance, and other related apprenticeship opportunities.

ARTICLE 15

PRE-JOB CONFERENCE

Section 15.1 Each Contractor is required to conduct a pre-job conference with the Unions not less than six (6) working days prior to commencing work on each Covered Project. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose Union work assignments.

Section 15.2 The Project Labor Coordinator may work with the Prime Contractor and Councils to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor.

Section 15.3 All work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the

Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Section 15.4 Any Union in disagreement with a proposed assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within three (3) working days after the pre-job conference occurred. Within three (3) working days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies sent to the Project Labor Coordinator and relevant Council.

Section 15.5 A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 15.6 The Project Labor Coordinator may attend and facilitate each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Transitional Worker employment, as well as the progress of implementing the CCPP.

ARTICLE 16

LABOR/MANAGEMENT COLLABORATION

Section 16.1 Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of Metropolitan and a designee of the Councils. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to update the Parties about the progress and schedule of Covered Projects, promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Transitional Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of the CCPP. All Parties will be invited to attend the labor/management

cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 17

SAVINGS AND SEPARABILITY

Section 17.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA 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 PLA. If and when any provision(s) of this PLA 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 PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

Section 17.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of Metropolitan to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order or should a government agency take action to enforce any applicable statute or regulation that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 18

WAIVER

Section 18.1 Waiver. A waiver of or a failure to assert any provisions of this PLA 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 PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the

Parties from any of their rights, duties, or obligations hereunder.

ARTICLE 19

EFFECTIVENESS OF THE PLA

Section 19.1 Term and Application of PLA.

(a) Term of Years. This PLA shall become effective after it has been signed by the Councils and approved by Metropolitan's Board. The PLA shall continue in full force and effect for a term of five (5) years after the initial effective date.

(b) Application to Covered Projects. The PLA shall be included in all Covered Contracts with a bid advertisement date occurring during the five-year term of the PLA. The PLA continues in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by Metropolitan, under the procedures described in Section 19.2 below. For Covered Work performed under professional services agreements awarded by Metropolitan, the PLA only applies to professional services agreements with request for proposals or request for qualifications that have a bid advertisement date during the term of this PLA.

(c) Metropolitan has the absolute right to combine, consolidate, or cancel contracts or portions of contracts identified as part of the Covered Projects. It is further understood by the Parties that Metropolitan may at any time, and at its sole discretion, terminate, delay, suspend, remove, modify, or add to any and all portions or segments of the Covered Projects, at any time. Should any portion of the Covered Projects be terminated, delayed, suspended or removed, and subsequently built, such portions of Covered Projects shall remain covered under the terms and conditions of this Agreement, provided the bid advertisement date for such portions of the Covered Projects occur during the term of this PLA.

Section 19.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to Metropolitan by the Prime Contractor and Metropolitan has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by Metropolitan or third parties on behalf of Metropolitan, the PLA shall have no further force or effect on such items or areas, except when the Contractor

is directed by Metropolitan to engage in repairs or modifications required by its Contract(s) with Metropolitan.

(b) Notice of each final acceptance received by the Contractor will be provided to the relevant 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 PLA will continue to apply to each such item on the list until it is completed to the satisfaction of Metropolitan and Notice of Acceptance is given by Metropolitan or its representative to the Prime Contractor.

Section 19.3 Continuation of Master Agreements. The applicable terms of the Master Agreements that are incorporated by reference into this PLA shall continue in full force and effect with regard to Covered Work as set forth in Section 3.4, until the applicable Master Agreement is modified by parties thereto.

In such case, the Parties agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to Covered Work if such provisions are less favorable to the Contractor performing Covered Work 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 predominantly to work covered by this PLA. Any disagreement between any Union and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

ARTICLE 20

CONSTRUCTION CAREERS PIPELINE PROGRAM AND BUSINESS OUTREACH

PROGRAM

Section 20.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers, Transitional Workers, SBEs/DVBEs and other businesses. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement local equity, inclusion, diversity and training programs and procedures. This shall include MC3 apprenticeship readiness programs, to prepare persons, especially Local Workers and Transitional Workers, for entrance into

Apprenticeship Programs to begin or continue their construction careers on Covered Projects. Further, the Parties agree to maximize outreach and the inclusion of SBEs/DVBEs through outreach, training, and subcontracting for Covered Projects.

Section 20.2 The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Transitional Workers to meet the labor needs of Covered Projects. Towards that end, the Parties shall develop, implement and administer the Construction Careers Pipeline Program (“CCPP”) with the mission of maximizing construction career opportunities and creating a construction career pipeline for Local Workers and Transitional Workers to become employed on Covered Projects. Further, the Parties shall create opportunities for SBEs/DVBEs consistent with Metropolitan’s Business Outreach Program goals and inclusion programs for such businesses. In furtherance of the foregoing, the Parties specifically agree to work with Metropolitan to:

- (a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in the Metropolitan Service Area to conduct outreach, recruitment, and offer opportunities for Local Workers and Transitional Workers, especially segments of the Metropolitan Service Area population that are currently under-represented in the construction industry, to enroll in free MC3 apprenticeship readiness training to prepare them for entry into Apprenticeship Programs and become employed by a Contractor on a Covered Project. The Project Labor Coordinator, with the assistance of the Parties, will assist with the development of the CCPP, as well as with the recruitment, career placement, retention, and tracking of such Local Workers and Transitional Workers who graduate from these MC3 apprenticeship readiness programs; and
- (b) The Project Labor Coordinator, with input from the Councils and Contractors, shall produce detailed bi-annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the CCPP and achievement of Local Worker and Transitional Worker employment participation on Covered Projects and directly with Metropolitan; and
- (c) The Unions will partner with Metropolitan to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Transitional Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs,

referral to hiring halls, and provide tailored orientation and mentoring for Local Workers and Transitional Workers; and

(d) The Unions shall assist Local Workers and Transitional Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers and Transitional Workers who are seeking employment on Covered Projects and provide opportunities for Union membership by 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 (Contractors not directly signatory to one or more Master Agreement). The Unions shall put on their rolls qualified bona fide Local Workers and Transitional Workers for employment on Covered Projects; and

(e) Construction and Maintenance Careers Partnership with Metropolitan. In accordance with Section 14.2(d) of this PLA, regarding using MC3 apprenticeship readiness programs as a pipeline for construction and maintenance career opportunities directly with Metropolitan, the Councils and Metropolitan agree to create a formal partnership to access the Councils' vast network of MC3 apprenticeship readiness program graduates. The partnership shall include coordination with organizations that support such MC3 apprenticeship readiness programs including the Los Angeles and Orange Counties Building and Construction Trades Council Apprenticeship Readiness Fund. The Councils and Metropolitan may draft a memorandum of understanding to establish the goals and objectives of the partnership.

(f) Business Outreach Program. Since the inception of Metropolitan's Business Outreach Program (BOP) more than two decades ago – one of the first such initiatives in the state – more than \$1.5 billion has been invested in Southern California's SBEs/DVBES. The mission of the BOP is to help SBEs/DVBES across Southern California grow and thrive. Metropolitan's BOP team works hand in hand with business owners to put them on a path to success. The BOP team advocates on their behalf, hosts educational and networking events, and highlights relevant contracting opportunities. Towards that end, the Parties and Metropolitan agree to use the PLA as an opportunity to enhance outreach, training and business opportunities for SBEs/DVBES within the Metropolitan Services Area, which shall include:

(1) The Parties agree to partner with Metropolitan by participating in and supporting the enhancement of the MetWorks Program to include networking and training opportunities about the PLA, and expanded outreach and training

opportunities for SBEs/DVBES to develop a deeper understanding of Metropolitan's high standard of construction, strict compliance procedures and deadlines, specification and submittal requirements, as well as information about upcoming construction projects and schedules.

(2) Within the first 30 days after the effective date of this PLA, and annually thereafter upon request by Metropolitan, each Union responsible for the geographic area of a Covered Project shall make a good faith effort to provide the BOP team with a list of its union-signatory contractors who are SBEs or DVBES, or may qualify as SBEs or DVBES, so that the BOP team can conduct outreach, together with the Unions, with the objective of increasing the participation of union-signatory SBEs and DVBES on Covered Projects.

ARTICLE 21

HELMETS TO HARDHATS

Section 21.1 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 Parties 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 21.2 Integrated Database. The Parties 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. The Project Labor Coordinator may assist the Parties with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Parties agree to engage and participate in such opportunities.

ARTICLE 22

NO DISCRIMINATION AND NO HARASSMENT

Section 22.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status are contrary to the values of Metropolitan, the Contractors and the Unions. There shall be no unlawful discrimination, harassment or retaliation by any Contractor or Union on the basis of sex, gender, race, national origin, color, ancestry, religion, ethnicity, age, disability, genetic information, sexual orientation, gender identity, gender expression, marital status, denial of family care leave, military and veteran status, criminal record, past incarceration, previous status as a foster youth, medical condition, political affiliation, membership in a labor organization in hiring and dispatching workers for the project, or any other characteristic protected by state or federal employment law. All Contractors and employees are responsible for conducting themselves in accordance with this Article. Any Contractor, Contractor employee or Union representative proven to be in violation of this Article is subject to immediate removal from the Covered Project.

ARTICLE 23

AMENDMENTS

Section 23.1 This PLA can be amended by mutual agreement between Metropolitan and the Councils. Any amendments to this PLA shall become effective after being signed by the Councils and approved by the Board, and shall only apply to Covered Contracts with a bid advertisement date on or after the effective date of the amendment and during the term of the PLA.

In witness whereof, Metropolitan and the Councils have caused this Project Labor Agreement to be executed as of the date and year stated below.

METROPOLITAN WATER DISTRICT

By: _____

Name: Adel Hagekhalil

Title: General Manager

Date: October 11, 2022

LOS ANGELES AND ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCILBy: Chris Hannan

Name: Chris Hannan

Title: Executive Secretary

Dated: 9/26/2022

SAN BERNARDINO-RIVERSIDE BUILDING AND CONSTRUCTION TRADES COUNCILBy: [Signature]

Name: Slaughter Bradley

Title: Executive Secretary

Dated: 9/27/2022

SAN DIEGO COUNTY BUILDING AND CONSTRUCTION TRADES COUNCILBy: Carol Kim

Name: Carol Kim

Title: Business Manager

Dated: 9/27/2022

TRI-COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCILBy: [Signature]

Name: Joshua Medrano

Title: Executive Secretary & Treasurer

Dated: 9/27/2022

UNION SIGNATURE PAGES

ATTACHMENT A – LETTER OF ASSENT

[COMPANY LETTERHEAD]

Metropolitan Water District
ATTN: Project Labor Coordinator
[1234 Address Line]
[City, State, Zip]

Covered Project Name: _____

Dear Project Labor Coordinator:

This is to certify that the undersigned Contractor has examined a copy of the Metropolitan Water District Project Labor Agreement. The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such Agreement may, from time to time, be amended or interpreted pursuant to its terms.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor as though the Contractor had signed the above referred Agreement. Contractor shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement and sign a Letter of Assent.

This Letter of Assent shall become effective and binding upon the undersigned Contractor on the date signed below and shall remain in full force and effect until the completion of the above stated Covered Project.

Sincerely,

Name of Construction Company: _____

Signature: _____ Date: _____

By: _____ Lic. No. _____
(Name and Title of Authorized Executive) (Contractor's State License No.)

ATTACHMENT B-1 – METROPOLITAN SERVICE AREA ZIP CODES**Los Angeles County Service Area Zip Codes**

90001	90002	90003	90004	90005	90006	90007	90008	90009	90010	90011	90012	90013	90014	90015
90016	90017	90018	90019	90020	90021	90022	90023	90024	90025	90026	90027	90028	90029	90030
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Orange County Service Area Zip Codes

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Riverside County Service Area Zip Codes

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San Bernardino County Service Area Zip Codes

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92386	92391	92392	92393	92394	92395	92397	92398	92399	92401	92402	92403	92404	92405	92406
92407	92408	92410	92411	92413	92415	92418	92423	92427	93562	93592				

San Diego County Service Area Zip Codes

91901	91902	91903	91905	91906	91908	91909	91910	91911	91912	91913	91914	91915	91916	91917
91921	91931	91932	91933	91934	91935	91941	91942	91943	91944	91945	91946	91948	91950	91951
91962	91963	91976	91977	91978	91979	91980	91987	92003	92004	92007	92008	92009	92010	92011
92013	92014	92018	92019	92020	92021	92022	92023	92024	92025	92026	92027	92028	92029	92030
92033	92036	92037	92038	92039	92040	92046	92049	92051	92052	92054	92055	92056	92057	92058
92059	92060	92061	92064	92065	92066	92067	92068	92069	92070	92071	92072	92074	92075	92078
92079	92081	92082	92083	92084	92085	92086	92088	92091	92092	92093	92096	92101	92102	92103
92104	92105	92106	92107	92108	92109	92110	92111	92112	92113	92114	92115	92116	92117	92118
92119	92120	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131	92132	92134	92135
92136	92137	92138	92139	92140	92142	92143	92145	92147	92149	92150	92152	92153	92154	92155
92158	92159	92160	92161	92163	92165	92166	92167	92168	92169	92170	92171	92172	92173	92174
92175	92176	92177	92178	92179	92182	92186	92187	92191	92192	92193	92195	92196	92197	92198
92199														

Ventura County Service Area Zip Codes

93139	93130	93138	93139	93160	93161	93162	93177	93001	93002	93003	93004	93005	93006	93007
93009	93010	93011	93012	93015	93016	93020	93021	93022	93023	93024	93030	93031	93032	93033
93034	93035	93036	93040	93041	93042	93043	93044	93060	93061	93062	93063	93064	93065	93066
93094	93099													

ATTACHMENT B-2 – CONTRACTOR CORE WORKFORCE FORM

C O N T R A C T O R I N F O R M A T I O N			
Project Name:			
Contractor/Firm Name:			
Prime Tier:			
Submitted by:			
Email:		Phone:	

In accordance with the Project Labor Agreement, Article 4, Section 4.6, “A Core Employee must be either a journeyman or Apprentice and appear on the contractor’s active payroll for at least sixty (60) of the last one hundred twenty (120) working days prior to being designated as a Core Employee. Journeyman core employees must have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior two (2) years. A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.”

“Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment B-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees.”

Please check all that apply:

- ☐ Our firm will not be self-performing any work on this project.
We will be subcontracting our work to: _____
- ☐ PLA Section 4.6 regarding Core Employees is not applicable to Contractors that are signatory to one or more Master Labor Agreements. If your company is signatory, please list the union and local number below. For crafts that you are not signatory, please complete the core employee list below.

Indicate Signatory Union Trade:	_____	Local #	_____
Indicate Signatory Union Trade:	_____	Local #	_____
Indicate Signatory Union Trade:	_____	Local #	_____

- ☐ We are not a union signatory contractor and will be using core employees on this project as indicated below: *(Use additional sheets as necessary)*

Craft/Trade	Employee Name	Last 4 SSN	Hire Date	Date Last Employed

ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PLA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol 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 Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the PLA and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol 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 proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
 - a. The Contractor 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 Contractor 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. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
 - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
 - d. An initial test shall be performed using the Enzyme Multiplied 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 SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
 - e. 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 Contractor 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 Contractor may require a third test, at the Contractor's expense.
 - f. 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.
 - g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol 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/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
- 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
- 3) The Contractor may test an employee where the Contractor 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 (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol 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 Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. 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 Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
 - a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) 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 an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

- e. Only two (2) periodic tests may be performed in a twelve (12)-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 Contractor to remove the employee from the jobsite.
 8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.
 9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the PLA 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 Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
 11. The Contractor 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 Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
 12. 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 Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
 13. The Contractor 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 Policy.
 14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150 ng/ml ³	Benzoyllecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoyllecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
“QUICK” DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, 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 Policy. 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 Policy as a result of any occurrence related to the “quick” screen test.

ATTACHMENT D – COVERED PROJECT LIST**1. Badlands Tunnel Surge Tank Construction**

Scope: Install 15-foot-high by 40-foot-diameter surge tank at south end of Badlands Tunnel, install altimeter valves and large check valves, and install a pipe connection to Inland Feeder

Location: Moreno Valley

County: Riverside

2. Colorado River Aqueduct (CRA) Housing Projects

Scope: This project replaces a total of 75 employee houses across the CRA pumping plants and includes the construction of two maintenance buildings and two storage facilities. Multiple construction contracts may be awarded to construct these facilities.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

3. Colorado River Aqueduct (CRA) Transformers Construction

Scope: Replace the 69 kV and 230 kV transformers at the 5 CRA pumping plants. Procurement of the transformers and bridge cranes are Metropolitan Furnished Equipment under a separate procurement contract.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

4. Copper Basin Reservoir Discharge Valve Rehabilitation

Scope: Rehabilitate the discharge structure at the Copper Basin Reservoir on the Colorado River Aqueduct.

Location: Unincorporated San Bernardino

County: San Bernardino

5. Diemer Filter Rehabilitation

Scope: Rehabilitate all 48 filters at the Diemer Water Treatment Plant by replacing the filter media, surface wash system and underdrains; modifying flow distribution flumes; and raising and replacing the existing troughs.

Location: Yorba Linda

County: Orange County

6. Garvey Reservoir Rehabilitation

Scope: The Garvey Reservoir Rehabilitation project includes replacing the existing floating cover and reservoir liner, modifying the inlet and outlet reservoir facilities, upgrading the water quality lab building, improving facility erosion controls, and replacing valves in the junction structure.

Location: Monterey Park

County: Los Angeles

7. Jensen Solids Mechanical Dewatering

Scope: Modify the piping and valves in Jensen Solids Pump Room No. 2 and install motor operated knife valves in Jensen Solids Pump Room No. 1.

Location: Granada Hills

County: Los Angeles

8. CRA Conduit Structural Protection

Scope: Provide crushed aggregate pads for crane set up and turn around areas adjacent to and above the cut and cover conduit and either install reinforced concrete protective slabs over the road crossings or realign roads away from the conduit at several locations

Location: CRA

County: San Bernardino and Riverside

9. Lake Perris Seepage Recovery Conveyance Pipeline

Scope: Construction of a new water conveyance pipeline from Perris Dam to the Colorado River Aqueduct.

Location: Perris

County: Riverside

10. CRA Sump System Rehabilitation Completion

Scope: This project will replace or repair corroded piping and pipe supports, replace isolation valves, replace access platforms and ladders, and construct new access platforms.

Location: CRA

County: San Bernardino and Riverside

11. Lakeview Pipeline Stage 2 Relining

Scope: Complete permanent repairs to approximately 3.7 miles of pipeline between the Inland Feeder Pressure Control Facility and the Lake Perris Control Facility.

Location: Riverside

County: Riverside

12. Orange County Right of Way and Infrastructure Protection Project - Stages 2 & 3

Scope: The projects will address access limitations, erosion-related improvement work, and security needs along the surface of Metropolitan's pipelines right-of-way.

Location: Orange County

County: Orange County

13. Mills Finished Water Reservoir Rehabilitation & Mixing Improvements

Scope: Rehabilitate finished water reservoir liners and floating covers with rainwater removal systems, rehabilitate slide gates, install new drop gates, and replace reservoir instrumentation security elements.

Location: Riverside

County: Riverside

14. CRA Storage Buildings

Scope: This project will replace sheds at Hinds, Eagle Mountain, and Iron Mountain Pumping Plants with new storage buildings. The new buildings will be insulated metal storage buildings with roll up doors, entrance doors, electrical outlets, lights, ventilation, asphalt paving around the building perimeter, and a concrete slab and driveway.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

15. San Gabriel Tower Seismic Upgrade

Scope: Seismically retrofit the San Gabriel Tower and make modifications to the Morris Dam connection and other related facilities along the Upper Feeder.

Location: Unincorporated LA County

County: Los Angeles

16. Sepulveda Feeder PCCP Rehab – Reach 1

Scope: Rehabilitate approximately 4.7 miles of prestressed concrete cylinder pipe (PCCP) portions of the Sepulveda Feeder.

Location: Los Angeles

County: Los Angeles

17. Sepulveda Feeder PCCP Rehab – Reach 2

Scope: Rehabilitate approximately 3.8 miles of prestressed concrete cylinder pipe (PCCP) portions of the Sepulveda Feeder.

Location: Los Angeles

County: Los Angeles

18. SBVMWD Foothill Pumping Station

Scope: Construction of new interties between the Inland Feeder and Citrus Reservoir and Pump Station. Includes new connecting pipes, isolation valves and vault structures, and installation of new electrical and control components for valve operation

Location: Highland

County: San Bernardino

19. CRA Pumping Plant Utilities

Scope: This project replaces utilities at the CRA pumping plant villages. May be split into more than one construction contract.

Location: Various

County: Riverside

20. Diamond Valley Lake Apprenticeship Training Facility

Scope: This project includes the construction of a training facility at Diamond Valley Lake

Location: Hemet

County: Riverside

21. Hinds Pumping Plant Discharge Valve Platform Replacement

Scope: This project will replace the discharge valve pit platforms in nine discharge valve pits at the Hinds Pumping Plant.

Location: Desert Center

County: Riverside

22. Diemer Chemical System & Tank Farm Upgrades

Scope: This project upgrades the chemical system and tank farm at the Diemer water treatment plant.

Location: Yorba Linda

County: Orange

23. CRA 6.9kV Cables – Units 6-9

Scope: This project replaces 6.9 kV-rated, 3 conductor paper insulated, lead covered (PILC) power cables for units 6 to 9 throughout the Colorado River Aqueduct's five pumping plants with 15 kV-rated, 750 kcmil, 3-conductor, polyethylene-sheathed PILC cables.

Location: Multiple aqueduct pumping plants

County: San Bernardino and Riverside

24. Foothill HEP Seismic Upgrade

Scope: This project is to rehabilitate electrical, instrumentation, mechanical, and structural components of the Foothill Feeder Hydroelectric Plant.

Location: Castaic

County: Los Angeles

25. Inland Feeder – Rialto Pipeline Intertie

Construction of a new intertie pipeline and isolation valve and vault between the Inland Feeder and the Rialto Feeder

Location: San Bernardino

County: San Bernardino

26. Jensen Finished Water Reservoir Rehabilitation & Mixing Improvements

This project will rehabilitate finished water reservoir liner and floating cover with rainwater removal system at the Finished Water Reservoir No. 2, along with modification to inlet structure, support system, effluent weir pump system, plant domestic water system connection, and reservoir gates.

Location: Granada Hills

County: Los Angeles

27. Mills Control System Replacement

Scope: This project replaces the control system at the Mills Water Treatment Plant

Location: Riverside

County: Riverside

28. CRA Desert Region Security Improvements

This project includes physical security improvements at all five Colorado River Aqueduct Pumping Plant facilities and the Camino Switching Station.

Location: Various

County: Riverside

29. Pure Water Southern California

Scope: The Pure Water Southern California Program includes the construction of a phased 150 MGD advanced purification center adjacent to the Los Angeles County Sanitation Districts Joint Water Pollution Control Plant in Carson, up to 60 miles of large diameter pipeline to the San Gabriel Valley, and appurtenant facilities for indirect and direct potable reuse. Work could include both conventional Design/Bid/Build and collaborative delivery project implementation methods.

Location: Carson

Counties: Los Angeles

30. Diamond Valley Lake Wave Attenuator – Stage 2

Scope: Replacement of the existing wave attenuator at Diamond Valley Lake to accommodate greater variations in water levels. Includes demolishing and removing the existing wave attenuator and furnishing and installing a post-tension concrete floating wave attenuator system.

Location: Hemet

County: Riverside

31. Wadsworth Bypass *

Scope: Pipeline with isolation valve to connect the Wadsworth Pump Plant discharge line to the Eastside Pipeline to allow continuous pumping from the Diamond Valley Lake forebay.

Location: Hemet

County: Riverside

32. Perris Valley Pipeline Tunnels *

Scope: Constructing approximately 3,000 linear feet of 97-inch diameter welded steel pipe micro-tunneling and cut and cover including connecting adit tunnel and four shafts.

Location: Riverside County

County: Riverside County

33. Second Lower Feeder – Reach 3B *

Scope: The work consists of rehabilitation of approximately 19,000 linear feet of prestressed concrete cylinder pipe (PCCP) and removing portions of existing PCCP, installing Metropolitan-furnished and Contractor-furnished steel liner pipe, rehabilitating three existing isolation valve structures and two service connections, and installing and removing Palos Verdes Reservoir temporary bypass lines.

Location: Various

County: Los Angeles

* These Covered Projects may be advertised for bid prior to the effective date of the PLA. In such case, an addendum will be issued as part of the bid process to include the PLA after it becomes effective.



Engineering & Operations Committee

Project Labor Agreement Implementation

Item 7-2

October 10, 2022

Project Labor Agreement Implementation

Current Action

- Authorize the General Manager to sign a Project Labor Agreement (PLA) with the Southern California trade councils and unions to cover select construction contracts within the Capital Investment Plan for a term of five years
- Authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the PLA

Project Labor Agreement Implementation

Today's Agenda

- Overview of Project Labor Agreements
- Review Recent PLA Initiative Chronology
- March 2022 Board Action & Board-identified Guiding Principles
- PLA Terms
- PLA Administration Support

Project Labor Agreement Implementation

Overview of PLA Attributes and Chronology

- Collective bargaining agreement between unions & contractors
 - Labor harmony (no strikes or craft disputes)
 - Diversity, equity, & inclusion provisions
 - Union & non-union contractors required to use Union Contractors
 - Unions provide qualified & trained craft labor
 - Efficient contract dispute resolution procedures
- PLA Initiative Chronology
 - April & October 2021 Board presentations
 - March 2022 Board action

Project Labor Agreement Implementation

Board-identified Guiding Principles

- Address which projects will be covered by PLA
 - Ensure significant portion of CIP projects are covered
- Develop enhancements in PLA to protect Metropolitan's Business Outreach Program
- Engage pre-apprenticeship training centers in Metropolitan's service area to ensure diverse workforce pool
- Support involvement by apprenticeship programs
- Consider input from contractor organizations
- Set initial duration of PLA

Project Labor Agreement Implementation

PLA Terms - Covered Projects

- Specific list of 33 projects
 - Five-year projection of projects
 - Equates to more than 90% of CIP
- Includes Pure Water Southern California
 - All construction contracts in program will be covered
- Ability to add projects in future
 - Board & labor council approval
- Five-year term on initial PLA

PLA Terms – Workforce Development & Diversity

- Local Workers
 - 60% goal for employment of local workers
 - Metropolitan service area residents
 - Flexible & customizable first tier zip codes
- Transitional workers
 - Transitional worker definition
 - 15% goal for employment of transitional workers
 - One of highest transitional worker requirements in Southern California
- Workforce Development Benefits
 - Required use of Helmets to Hardhats program
 - Construction Career Pipeline Program
 - MC3 Apprenticeship Readiness Programs

PLA Terms – Use of Regional Pre-Apprenticeship Programs

Authorized Building Trades MC3 Apprenticeship Readiness Programs in Los Angeles & Orange Counties

Revise: April 2022 - Active MC3 ARP List

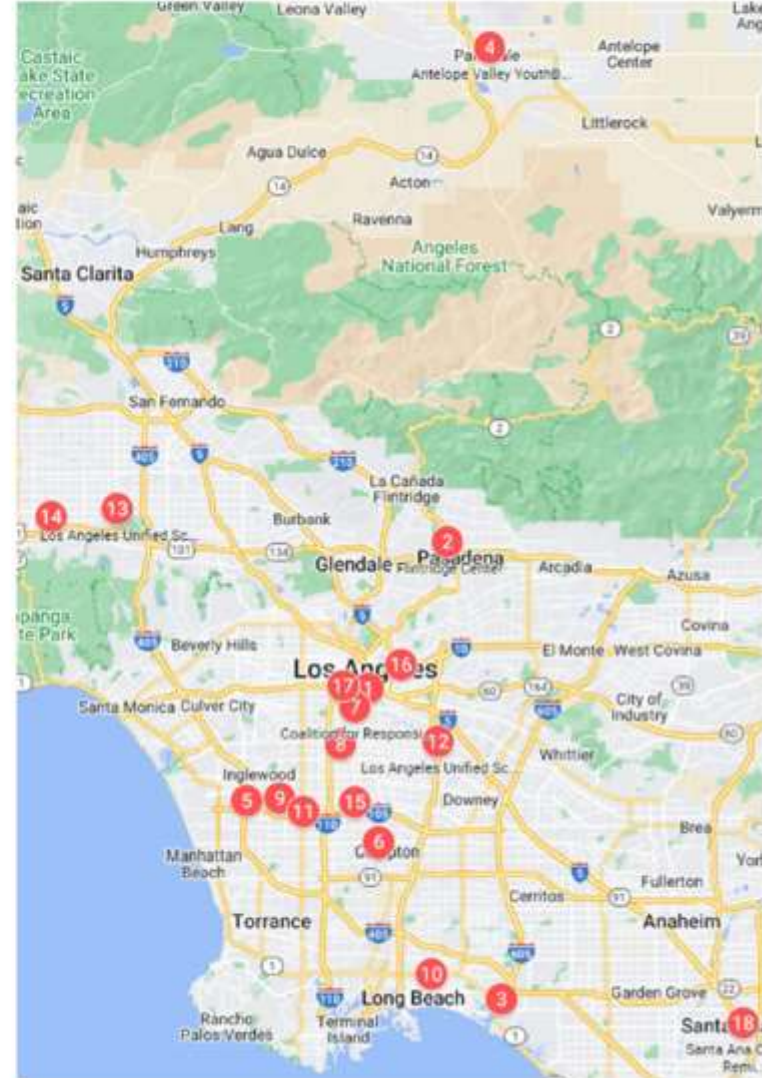
- 1 **Anti-Recidivism Coalition**
1320 East 7th Street, Suite 260, Los Angeles, CA 90021
(213) 955-5885; info@antirecidivism.org
- 2 **Flintridge Center**
236 W Mountain Street, #106, Pasadena, CA 91103
(626) 449-0839; info@flintridge.org
- 3 **Women in Non-Traditional Employment Roles (WINTER)**
690 Studebaker Road, Long Beach, CA 90803
(213) 749-3970; info@winter.org
- 4 **Antelope Valley YouthBuild**
38686 9th St. E, Palmdale, CA 93550
(661) 266-8900; lfleming@avyouthbuild.com
- 5 **Career Expansion, Inc.**
5021 Lennox Blvd., Lennox, CA 90304
(424) 210-2586; dave@careerexpansion.net;
apply@careerexpansion.net
- 6 **Compton YouthBuild**
1108 N. Oleander Ave., Compton, CA 90022
(310) 631-2000
- 7 **Coalition for Responsible Community Development (CRCO)**
2415 S Central Ave, Los Angeles, CA 90011
(213) 743-6193; jguadron@coalitionrcd.org
- 8 **Five Keys Charter School**
5849 Crocker Street, Los Angeles, CA 90003
ChrisF@fivekeys.org; www.fivekeys.org
- 9 **Inglewood Unified School District: Morningside High School**
10500 S Yukon Avenue, Inglewood, CA 90303
(310) 680-5230
- 10 **Long Beach City College**
1305 East Pacific Coast Hwy, Long Beach, CA 90806
(562) 938-3248; wfdev@lbcc.edu; www.lbcctraining.com
- 11 **HireLAX - Los Angeles Southwest College**
1600 W Imperial Highway, Los Angeles, CA 90047
hirelax@lawsa.org

- 12 **Los Angeles Unified School District:**
Richard N. Slawson Southeast Occupational Center
5500 Rickenbacker Road, Bell, CA 90201
(323) 729-6400
- 13 **Los Angeles Unified School District:**
Local District North West (High School Programs)
6621 Balboa Boulevard, Van Nuys, CA 91406
(818) 654-3600; achieve.lausd.net/northwest
- 14 **Los Angeles Unified School District:**
West Valley Occupational Center
6200 Winnetka Avenue, Woodland Hills, CA 91367
(818) 346-3540
- 15 **Los Angeles Unified School District:**
Maxine Waters Employment Preparation Center
10925 S Central Avenue, Los Angeles, CA 90059
(323) 357-7700
- 16 **Los Angeles Unified School District:**
**East Los Angeles Occupational Center
& Los Angeles Mission College**
2100 Marengo Street, Los Angeles, CA 90033
(323) 224-5970
- 17 **Century High School / Santa Ana Unified School District**
1401 S Grand Avenue, Santa Ana, CA 92750
(714) 568-7000
- 18 **Santa Ana College Remington Center**
1325 E 4th Street, Santa Ana, CA 92701
(714) 565-2633; www.sac.edu/sac/cte

VIEW MAP ONLINE: [CLICK HERE](#)

For more information regarding any of the programs listed above, please contact:

Ben Garcia
Apprenticeship Readiness Coordinator
Apprenticeship Readiness Fund
Los Angeles/Orange County Building & Construction Trades Council
AFL-CIO
Cell: (213) 505-1016
Email: Ben@laocmc3.org



PLA Terms – Protections for Metropolitan's SBE/DVBE Program

- Unique core employee flexibility for non-union SBEs/DVBEs
 - Core employee definition
 - Applies to micro-Small Businesses with 25 or less employees
 - Three core employees per craft
- The Parties are required to:
 - Participate in and support the enhancement of Metropolitan's Business Outreach Program & MetWorks
 - Provide Metropolitan with lists of union SBEs/DVBEs for outreach with the objective of increasing the participation of union-signatory SBEs & DVBEs
 - Ensure the PLA is not a barrier to participation by SBEs/DVBEs
- Additional resources through the PLA administration team to support SBEs & DVBEs with PLA training & education

Project Labor Agreement Implementation

New Agreement with Parsons Constructors, Inc.

- Competitively selected under RFP 1309
- Scope of work
 - PLA administration
 - Record keeping & reporting assistance
 - PLA negotiations of any revised terms & conditions
 - Dispute resolution at lowest possible level
 - Business Outreach Program support
 - Training of SBE & Non-Union Contractors
 - Training for Metropolitan personnel
 - Bid document & local hiring area support
- NTE Amount: \$5,750,000
- SBE: 25%

Project Labor Agreement Implementation

Alternatives Considered

- PLA for all Metropolitan construction contracts
- PLA for construction contracts with minimum dollar threshold
- Staff to self-administer the PLA
- Selected alternative
 - Selected construction contracts covered by PLA
 - PLA administration led by consultant, with in-house staff oversight

Timeline for PLA Implementation



Board Options

- Option #1
 - a. Authorize the General Manager to sign a PLA with the trade councils of Los Angeles, Orange, Riverside, San Bernardino, San Diego Counties and the Tri-Counties and the signatory unions, and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years.
 - b. Authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the PLA.
- Option #2

Do not proceed with implementing a PLA at this time.

Staff Recommendation

- Option #1





● **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-3

Subject

Authorize an agreement with MWA Architects in an amount not to exceed \$990,000 for preliminary design of new warehouse facilities at Metropolitan's La Verne site; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA

Executive Summary

Metropolitan has an ongoing program to evaluate the seismic stability of its facilities to maintain reliable operations and to meet current design practices and building codes. Seismic analyses of the La Verne warehouse buildings have concluded that the existing buildings are vulnerable to significant damage in the event of a major earthquake. Additionally, an assessment of storage facilities at the site has shown that the current configuration of these buildings lack sufficient space for storage of critical materials and equipment. Due to this lack of appropriate storage space, many critical inventory items are stored in portable outdoor containers, and other inventory is stored outside and exposed to the elements. This action authorizes an agreement with MWA Architects to provide preliminary design services to replace two of four existing warehouse buildings at the La Verne site with a single larger building, rehabilitate the remaining two warehouse buildings to ensure seismic integrity, and develop enhanced outdoor storage areas.

Details

Background

Metropolitan's La Verne site is located in the city of La Verne and is approximately 150 acres in size. Facilities located at the site include the F. E. Weymouth Water Treatment Plant (Weymouth plant), the water quality laboratory, Metropolitan's main warehouse, machine shops, and other manufacturing facilities, as well as main offices for Metropolitan's fleet services, construction management, field survey, and other services.

The existing warehouse and storage areas are located near the center of the La Verne site. They are comprised of over 10 acres of indoor and outdoor spaces, including four buildings with a combined interior area of 52,000 square feet (sf). The main warehouse (Buildings 30 and 31) was constructed in the late 1960s and includes shipping and receiving, storage space, and office space. The main warehouse serves as Metropolitan's Central Stores by providing procurement services and inventory for the entire Metropolitan organization. Inventory, including materials ranging from personal protective equipment to flange gaskets, valves, hand tools, meter cabinets, chemical items, and hundreds of other supplies are kept for distribution throughout Metropolitan upon request. Building 30 is the only insulated and temperature-controlled storage area at the site, containing approximately 7,000 sf of storage space.

Two adjacent storage buildings (Buildings 32A and 33), which were constructed in the 1970s with a total area of 26,000 sf, provide storage for survey and mapping equipment, and long-term storage of piping and valves that are needed to maintain Metropolitan's distribution system and cannot be stored outdoors. They also provide storage for Metropolitan's investment recovery asset program, which recycles or auctions assets that have reached the end of their useful life, including office furniture and fleet vehicles. These two buildings are not insulated and are prone to leaks during rain events. Adjacent to these buildings are three uncovered outdoor storage areas that provide storage of durable items, such as structural steel, stainless steel plates for fabrication, large valves, large pipe spools, and filter media.

A seismic study of the La Verne Facility determined that the two existing main warehouse buildings would not be able to withstand a 7.0 magnitude earthquake from the nearby Sierra Madre – Cucamonga Fault. This facility is located approximately 1.5 miles from the fault. These single-story precast concrete tilt-up buildings have several deficiencies under this level of an earthquake, including excessive shear stresses on the roof diaphragm, inadequate anchorage of the precast walls, inadequate column shear capacity, and inadequate connections of the steel girders which support the roof deck.

In addition to the seismic deficiencies, the existing facilities are undersized and do not lend themselves to staff's efficient operations. A space planning and site alternatives study of the warehouse facilities conducted in 2018 determined that replacing the building is more cost-effective than retrofitting the existing facilities. The space planning study recommended replacing the two La Verne Site warehouse buildings (Buildings 30 and 31) with one larger building. This insulated and conditioned warehouse space would include new office and restroom facilities. The new building layout would enhance the operational efficiency at the Central Stores by allowing forklifts to easily access all materials from a single floor level when compared to the existing layout that requires navigating forklifts in and out of two buildings with differing pavement levels. The planning study also recommended the rehabilitation of the two existing storage buildings (Buildings 32A and 33), including the replacement of their exterior sheathing, roofing, and insulation. These improvements to the storage buildings will include seismic retrofits for the design earthquake event at the site. The overall storage rehabilitation project would also provide new pavement and canopies for outdoor storage areas.

With the combination of seismic and space deficiencies, staff recommends the following: replacement of Buildings 30 and 31, which have a combined total area of 26,000 sf, with a new warehouse building of 55,000 sf; seismic retrofit and refurbishment of Buildings 32A and 33; and reconfiguration and enhancement of the outdoor storage areas with canopies so that durable items are not directly exposed to the elements. The new and refurbished facilities will have a total indoor area of 81,000 sf and outdoor storage areas of approximately 30,000 sf. Staff recommends proceeding with preliminary design at this time.

In accordance with the April 2022 action on the biennial budget for fiscal years 2022/23 and 2023/24, the General Manager will authorize staff to proceed with the actions described below, pending board award of the design services agreement described below. Based on the current Capital Investment Plan (CIP) expenditure forecast, funds for the work to be performed pursuant to this action during the current biennium are available within the Capital Investment Plan Appropriation for Fiscal Years 2022/23 and 2023/24. This project has been approved by the CIP evaluation team and included in the System Reliability Program.

New La Verne Warehouse Facilities – Preliminary Design

Planned preliminary design activities include development of design criteria; geotechnical investigations; topographic surveys; preparation of civil, architectural, structural, mechanical, electrical, building sustainability, and security system design drawings; and a value engineering workshop.

A total of \$1,800,000 is required for this work. Allocated funds include \$990,000 for preliminary design by MWA Architects, as described below. Allocated funds for Metropolitan staff activities include \$209,000 for technical oversight and review of consultant's work; \$250,000 for environmental support, project management, and project controls; \$200,000 for geotechnical investigations and value engineering to be performed under existing on-call agreements; and \$151,000 for remaining budget. **Attachment 1** provides the allocation of the required funds.

Preliminary Design Services (MWA Architects) – New Agreement

MWA Architects is recommended to provide architectural design services for preliminary design of the new La Verne warehouse facilities. MWA Architects was prequalified via Request for Qualifications No. 1182 and was selected through a competitive process under Request for Proposals No. 1297. MWA Architects was selected for this project based on their staff qualifications, experience with similar projects, and technical approach and methodology.

The planned activities for MWA Architects include preparation of design criteria and preliminary design drawings, preparation of a three-dimensional building model, participation in value engineering workshops, development of an engineer's estimate, completion of a preliminary code analysis, and development of layout

alternatives, sustainability features, and site planning. MWA Architects will conduct site visits and provide architectural, structural, mechanical, electrical, plumbing, and sustainability design services.

This action authorizes an agreement with MWA Architects for a not-to-exceed amount of \$990,000 to provide preliminary design services for La Verne warehouse facilities. For this agreement, Metropolitan has established a Small Business Enterprise participation level of 25 percent. MWA Architects has agreed to meet this level of participation. See **Attachment 2** for a listing of the subconsultants.

Alternatives Considered

Alternatives considered for completing preliminary design activities of seismic upgrades and building improvements included assessing the availability and capability of in-house Metropolitan staff to conduct this work. Metropolitan's staffing strategy for utilizing consultants and in-house Metropolitan staff has been: (1) to assess current work assignments for in-house staff to determine the potential availability of staff to conduct this work; and (2) for long-term rehabilitation projects, when resource needs exceed available in-house staffing or require specialized technical expertise.

This strategy relies on the assumption that in-house engineering staff will handle the baseload of work on capital projects, while professional services agreements are selectively utilized to handle projects above this baseload or where specialized needs are required. This strategy allows Metropolitan's staff to be strategically utilized on projects to best maintain key engineering competencies and to address projects with special needs or issues. After assessing the current workload for in-house staff and the relative priority of this project, staff recommends the use of a professional services agreement for the subject project. This approach will allow for the completion of not only these projects, but also other budgeted capital projects within their current schedules and ensure that the work is conducted in the most efficient manner possible.

Summary

This action authorizes an agreement with MWA Architects in an amount not to exceed \$990,000 to provide engineering services for preliminary design of La Verne warehouse facilities. See **Attachment 1** for the Allocation of Funds, **Attachment 2** for the List of Subconsultants, and **Attachment 3** for the Location Map.

Project Milestone

March 2024 – Complete preliminary design for new La Verne warehouse facilities

Policy

Metropolitan Water District Administrative Code Section 5108: Appropriations

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52790, dated April 12, 2022, the Board appropriated a total of \$600 million for projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is categorically exempt under the provisions of CEQA and the State CEQA Guidelines. The proposed action consists of basic data collection, research, and resource evaluation activities, which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded. Accordingly, the proposed action qualifies as a Class 6 Categorical Exemption (Section 15306 of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize an agreement with MWA Architects, in an amount not to exceed \$990,000, for preliminary design of La Verne warehouse facilities.

Fiscal Impact: \$1.8 million in capital funds. All funds will be incurred in the current biennium and have been previously authorized.

Business Analysis: This option will enhance worker safety in the event of a major earthquake, and will improve Metropolitan's storage needs for operations and other business requirements.

Option #2



Do not authorize an agreement with MWA Architects.

Fiscal Impact: None

Business Analysis: This option would forego an opportunity to reduce the risk of damage to the La Verne warehouse facilities in the event of a major earthquake. Staff would continue to assess potential initiatives to minimize the risk of disruption to Metropolitan warehouse storage and would continue to store critical materials outdoors.

Staff Recommendation

Option #1

 _____ John V. Bednarski Chief Engineer/Manager Engineering Services	9/21/2022 Date
 _____ Adel Hagekhalil General Manager	9/27/2022 Date

Attachment 1 – Allocation of Funds

Attachment 2 – Listing of Subconsultants

Attachment 3 – Location Map

Ref# es12686925

Allocation of Funds for La Verne Warehouse Facilities

	Current Board Action (Oct. 2022)
Labor	
Studies & Investigations	\$ 209,000
Final Design	-
Owner Costs (Program mgmt., envir. monitoring)	250,000
Submittals Review & Record Drwgs.	-
Construction Inspection & Support	-
Metropolitan Force Construction	-
Materials & Supplies	-
Incidental Expenses	-
Professional/Technical Services	
MWA Architects	990,000
Value engineering consultant	60,000
Geotechnical engineering consultant	140,000
Right-of-Way	-
Equipment Use	-
Contracts	-
Remaining Budget	151,000
Total	\$ 1,800,000

The total amount expended for La Verne Warehouse facilities is approximately \$93,000. The total estimated cost to complete this project, including the amount appropriated to date, funds allocated for the work described in this action, and future construction costs, is anticipated to range from \$28 million to \$31 million.

The Metropolitan Water District of Southern California
Subconsultants for Agreement with MWA Architects
La Verne Warehouse Facilities

Subconsultant
Black & Veatch Los Angeles, California
IDS Group Irvine, California
Leland Saylor Associates Los Angeles, California





Engineering & Operations Committee

La Verne Warehouse Facilities

Item 7-3

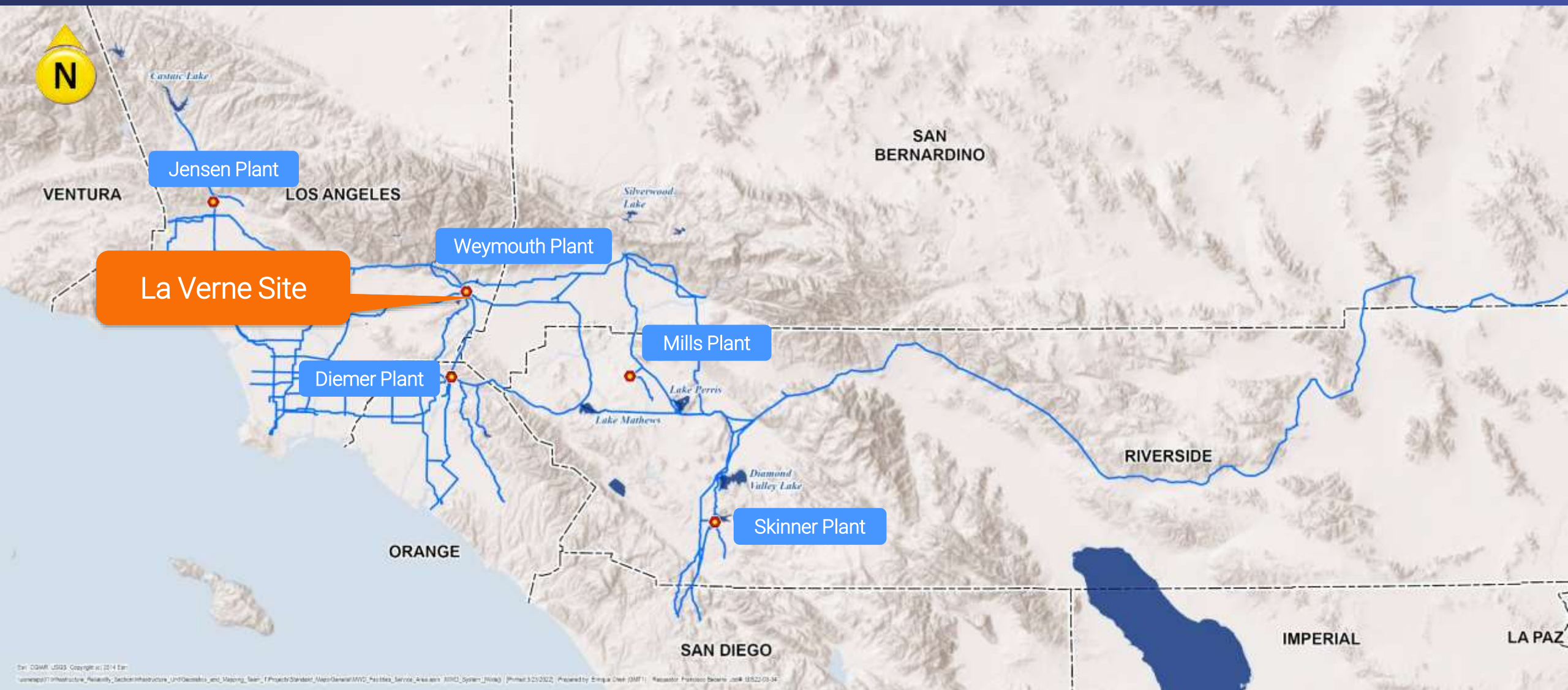
October 10, 2022

La Verne Warehouse Facilities

Current Action

- Authorize an agreement with MWA Architects in an amount not to exceed \$990,000 for preliminary design of new warehouse facilities at Metropolitan's La Verne site

Distribution System

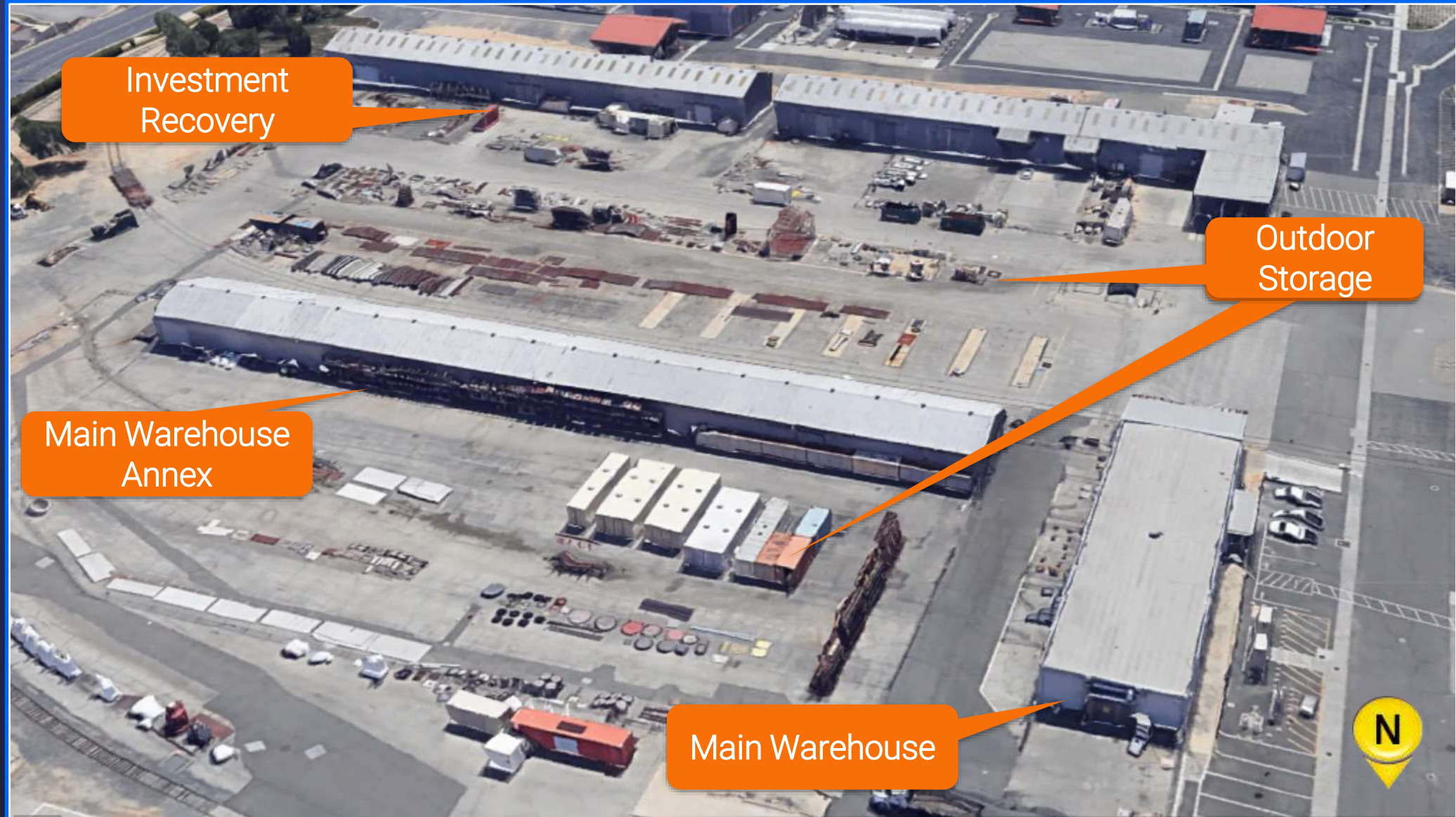


La Verne Site

La Verne Warehouse Facilities



Background



La Verne Warehouse Facilities

Background

- Recent seismic study
 - Buildings unable to withstand 7.0 magnitude earthquake
 - 1.5 miles from Sierra Madre–Cucamonga Fault
- Space planning findings
 - More economical to replace than retrofit main warehouse bldgs.
 - More insulated storage needed
 - More space needed to maneuver forklift



Main Warehouse Building



Main Warehouse Annex

La Verne Warehouse Facilities

Planned Scope of Improvements

- Replace both warehouse buildings with a single building
 - Increase size from 26,000 sf to approximately 55,000 sf of insulated & conditioned space
- Refurbish investment recovery storage buildings
 - New roof & siding
 - Seismic upgrades
- Provide canopies for outdoor storage areas
 - Approx. 30,000 sf

La Verne Warehouse Facilities

MWA Architects Agreement

- Competitively selected under RFP 1297
- Scope of Work
 - Prepare design criteria & preliminary design drawings
 - Alternative layouts, sustainability features, & site planning
 - Three-dimensional building model
 - Participate in value engineering workshops
 - Develop an engineer's estimate & preliminary code analysis
 - Conduct architectural, structural, mechanical, electrical, plumbing, & sustainability design services
- NTE amount: \$990,000
- SBE participation level: 25%

La Verne Warehouse Facilities

Metropolitan Scope

- Environmental support for CEQA
- Plant coordination
- Project management, survey/mapping, & design review
- Technical oversight

Other Work Performed through On-call Agreements

- Value engineering
- Geotechnical investigations

Allocation of Funds

La Verne Warehouse Facilities

Metropolitan Labor

Program mgmt. & envir. support	\$ 250,000
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Studies & investigations	209,000
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Professional Services

MWA Architects	990,000
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Value engineering	60,000
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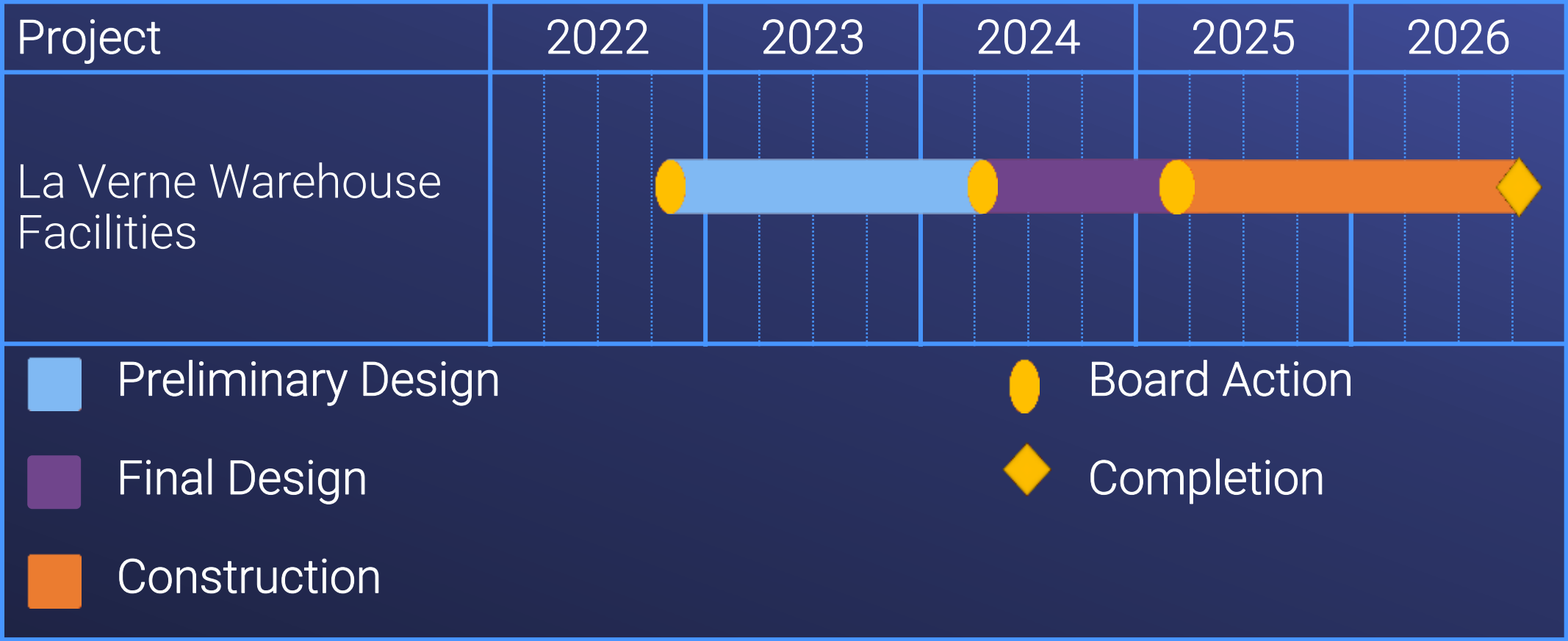
Geotechnical engineering	140,000
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Remaining Budget	151,000
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Total	\$1,800,000
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Total project cost is anticipated to range from \$28M to \$31M.

Project Schedule



Board Options

- Option #1

Authorize an agreement with MWA Architects, in an amount not to exceed \$990,000, for preliminary design of La Verne warehouse facilities.

- Option #2

Do not authorize an agreement with MWA Architects.

Staff Recommendation

- Option #1





- **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-4

Subject

Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum of five years for engineering services; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

Staff's strategy for the management of capital and O&M work is to rely on in-house engineering staff to accomplish the base load of projects, while professional services agreements are selectively utilized to handle projects above this base load or where specialized services are required. This action authorizes five new professional services agreements to provide engineering support for capital and O&M projects. The five new agreements will be the on-call type, which are typically used for shorter-term assignments, urgent projects, and projects with specialized technical needs. The recommended maximum amounts of these agreements are \$10 million each for Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group. The maximum duration of these engineering services agreements will be five years.

Details

Background

Metropolitan's Board adopts an operating budget biennially that includes planned expenditures for capital programs, which are aggregated within the Capital Investment Plan (CIP). The CIP contains the programs and projects necessary for ensuring the reliability of Metropolitan's infrastructure, operating systems, and other assets. Staff's approach for the design of capital projects is to use available in-house staff first, with professional consultant services used only where appropriate. This approach maintains a stable, responsive, and experienced in-house workforce, and is consistent with Metropolitan's succession planning efforts.

When resource needs exceed available in-house staffing or require specialized technical expertise, Metropolitan uses a combination of project-specific and on-call professional services agreements. Firms are competitively evaluated, resulting in a list from which both project-specific and on-call agreements are executed as capital project needs are identified. Project-specific agreements are negotiated for an amount needed to cover specific tasks on a specific project, with agreements over \$250,000 approved by the Board. By contrast, on-call agreements are multi-year agreements with not-to-exceed amounts. These types of agreements have been used extensively in the past and provide a high degree of flexibility to respond to schedule or scope adjustments, allow quicker delivery times, and lower administrative costs for both Metropolitan and the consultants. For these types of agreements, consultants are assigned work only after specific tasks are identified by staff, up to the not-to-exceed amounts of the contracts. These on-call agreements have been successfully relied upon for over 15 years for the efficient execution of capital projects. Typically, Engineering Services has between five and ten on-call agreements for design services available for use at any one time and has utilized approximately 60 percent of the agreement capacities since inception.

Over the next several fiscal years, a number of projects have been identified that will require engineering services beyond the level that can be supported by in-house staff. These projects will be located along the Colorado River

Aqueduct (CRA), within the conveyance and distribution system, and at Metropolitan's treatment plants, and will address critical programs such as rehabilitation of the CRA electrical systems, hydroelectric plants, valves structures, and infrastructure modifications needed to improve water reliability and address water supply equity. For these projects, it is anticipated that supplemental engineering support will be needed in the areas of: (1) electrical systems; (2) instrumentation and controls; (3) communications; (4) security systems; (5) mechanical equipment refurbishment; (6) pipeline and valve structure rehabilitation; (7) heating, ventilation, and air conditioning improvements; (8) site and erosion protection improvements; (9) treatment processes and chemical feed systems; (10) seismic and other structural upgrades; and (11) preparation of record drawings.

Multiple five-year on-call agreements are recommended to ensure that staff is able to execute the planned work in the CIP over the upcoming fiscal years. With the approval of the current two-year operating budget, the planned expenditures for the CIP have been increased from \$500 million to \$600 million. In subsequent years within the current 10-year CIP, the planned expenditures will be escalated by three percent per year so that at the end of the 10-year CIP window, planned annual expenditures for the CIP will be approximately \$380 million. At the same time, in-house staff levels available to work on the CIP have been held constant, with no anticipated increases in the current budget cycle. Consequently, staff recommends board authorization of five new multi-year agreements to replace agreements that have already expired or will soon expire in order to ensure the timely execution of the CIP over the next several years.

In support of Metropolitan's goal of increasing business opportunities for Small Business Enterprise (SBE) firms, staff establishes SBE participation levels for the vast majority of professional services agreements for capital projects. The only exceptions are for highly specialized areas of expertise, or for the uncommon occasions when sub-consulting opportunities are limited.

Agreements for Engineering Services – Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group

Request for Qualifications (RFQ) No. 1305 was issued in March 2022 to establish a pool of qualified firms to support projects related to Metropolitan's conveyance, distribution, storage, and treatment facilities. Planned engineering services to be provided under the resulting agreements were identified in the RFQ and include conceptual, preliminary, and final design support for new facilities and rehabilitation of existing facilities; field investigations; planning studies; specialized technical analyses and reviews; cost estimating; engineering support during bid, advertisement, and construction; and project controls. The RFQ covered services in four categories: water treatment facilities, conveyance and distribution facilities, large rotating equipment, and power distribution. The consultants submitted Statements of Qualifications (SOQs) for one or more of these four categories. Twenty-one firms submitted SOQs, which were then evaluated based on qualifications, key personnel, experience related to planned projects, past performance, environmental sensitivity, and business outreach. All of the 21 firms were prequalified to provide services under one or more of the above categories through this process and will be eligible to submit proposals on project-specific agreements within the categories of work for which they were prequalified.

Agreements are currently in place with 17 of the 21 prequalified firms, with a combined total of approximately \$85 million in authorized agreements to date. Twelve of these existing agreements are on-call agreements, and the remaining are project-specific agreements. Seven of the existing on-call agreements have recently expired or will expire soon or have insufficient remaining contracting capacity to conduct the required activities. New on-call agreements are recommended to be awarded at this time to five prequalified firms based on staff's current assessment of technical resources needed for capital projects over the next several fiscal years. New agreements are recommended with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group. These firms were selected through the evaluation process described above.

This action authorizes on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group in an amount not to exceed \$10 million each per contract. The maximum duration of the agreements will be five years. Staff will return to the Board in the future to authorize additional agreements if a need for such work is identified.

Funding for the work to be assigned to the consultants under on-call agreements is available within Metropolitan's capital expenditure plan. No work is guaranteed to the consultants under these agreements.

For each of the agreements, Metropolitan has established an SBE participation level of 25 percent of the amount of the agreement. All prequalified firms have committed to meet this level of participation.

Alternatives Considered

Staff considered using the on-call agreements as they have typically been structured, with yearly annual limits on the expenditures over a specified duration of time. In the past, when planned expenditures on the CIP were lower, this approach of having annual expenditure limits was acceptable as staff could successfully manage the consultant's work assignments versus expected project schedules. Since the Board approved the current CIP appropriation process in October 2018, staff has been more effective at utilizing budgeted CIP funds in the execution of projects. This enhanced efficiency, however, has not worked well with the current structure of the on-call agreements with annual expenditure limits. On several occasions over the last three years, the annual expenditure caps on these agreements have limited timely progress on projects. When the annual expenditure limit for an agreement is reached, work on several projects has been suspended until such time as the annual on-call agreement rolls over to the next agreement year, and the annual agreement expenditure limit is reset.

With the recommended approach to structuring the agreements, the five recommended on-call agreements will be modified from previous practice. Instead of utilizing annual expenditure limits on the agreements, agreements will be set with a specific time limit of five years and a maximum expenditure for that five-year period of time. Under the recommended approach, there would no longer be an annual expenditure limit on each agreement. Staff will manage the expenditures for each consultant on a task order basis such that those specific deliverables and other measurable products are delivered by the consultant during the life of the contract. This approach will enable staff to ensure the timely completion of specific engineering work on projects.

Summary

This action authorizes on-call agreements for engineering services with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in an amount not to exceed \$10 million each per contract for a maximum duration of five years.

Policy

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52778, dated April 12, 2022, the Board appropriated a total of \$600 million for projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions are not defined as a project under CEQA because they involve continuing administrative activities (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed actions are not subject to CEQA because they involve other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State of CEQA Guidelines)

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum period of five years for engineering services.

Fiscal Impact: None; funding for the work to be assigned to the consultants under on-call agreements and performed this biennium has been previously authorized. Future costs will be accounted for and appropriated under subsequent biennial budgets. In addition, no work is guaranteed to the consultants under these agreements.

Business Analysis: Contracting with multiple firms provides flexibility and an efficient means for Metropolitan to obtain needed technical services and to complete capital projects in accordance with board-adopted schedules.

Option #2

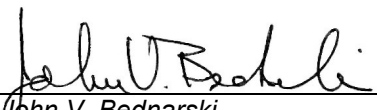
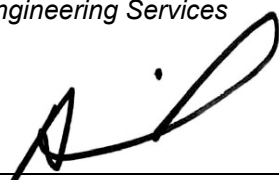
Do not authorize the consulting agreements at this time.

Fiscal Impact: None

Business Analysis: Under this option, Metropolitan staff would perform the engineering activities, or would request board authorization for agreements on a project-specific basis. This option would forego an opportunity to reduce administrative costs or address urgent projects promptly.

Staff Recommendation

Option #1

 John V. Bednarski Chief Engineer/Manager Engineering Services	9/22/2022 Date
 Adel Hagekhalil General Manager	9/27/2022 Date

Ref# es12685021



Engineering & Operations Committee

Professional Services Agreements for Engineering Services

Item 7-4

October 10, 2022

Professional Services Agreements for Engineering Services

Current Action

- Authorize on-call agreements in amounts not to exceed \$10 million each, for a maximum of five years for engineering services
 - Brown and Caldwell
 - CDM Smith, Inc.
 - Carollo Engineers
 - Jacobs Engineering Group, Inc.
 - Parsons Transportation Group

Professional Services Agreements for Engineering Services

Staffing Strategy for Capital Programs

- Rely on in-house labor to fullest extent possible
- Use consultants:
 - When capital resource needs exceed available staffing
 - For specialized technical expertise/skills
 - For independent/3rd party review
- Planned CIP expenditures for current biennium—\$600M
- Funding available within Metropolitan capital expenditure plan
 - Work is not guaranteed to consultants

Professional Services Agreements for Engineering Services

Professional Services Agreements

- On-Call Agreements
 - Typically utilized for shorter-term assignments, urgent projects, etc.
 - Allows for flexibility, expedited project delivery
- Project Specific Agreements
 - Required for projects over extended duration, or larger project scopes
 - Approved individually by the Board over \$250K

Professional Services Agreements for Engineering Services

Example Projects

- Treatment Plant Facilities
 - Chemical storage & feed system upgrades
 - Washwater reclamation plant improvements



Chemical Storage &
Feed Facility Upgrades



Washwater Reclamation Plant
Rehabilitation

Professional Services Agreements for Engineering Services

Example Projects

- Storage & Distribution Facilities
 - Pressure control structure upgrades
 - Pipeline & valve improvements
- Finished Water Reservoirs
 - Floating cover & liner replacements



Reservoir Rehabilitation



2.4kV Switchgear Replacement

Professional Services Agreements for Engineering Services

Request for Qualifications (RFQ) 1305

- Issued March 2022 to establish pool of qualified firms
 - 21 firms responded; all firms were determined to be qualified
 - Five firms recommended for agreements at this time
- Covered services in four categories:
 - Water treatment facilities
 - Conveyance & distribution facilities
 - Large rotating equipment
 - Power distribution
- Services to be provided include:
 - Planning, conceptual, preliminary & final designs
 - Specialized technical analyses
 - Support during bid, advertisement & construction
 - SBE participation level – 25% of agreement amount

Professional Services Agreements for Engineering Services

Alternatives Considered

- Utilize on-call agreements as typically structured
 - Yearly annual limit
 - May require pausing consultant support if annual expenditure limit reached
- Selected Alternative – on-call agreements with a maximum expenditure for the term
 - Allows timely completion of work
 - Lowers administrative costs

Board Options

- Option #1

Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum period of five years for engineering services.

- Option #2

Do not authorize the consulting agreements at this time.

Staff Recommendation

- Option #1





- **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-5

Subject

Authorize on-call agreements with MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc., in amounts not to exceed \$6.7 million, \$4.4 million, and \$3.5 million, respectively, for a maximum of three years for construction management and inspection services to support board-authorized Capital Investment Plan projects; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

Staff's strategy for the management and inspection of construction work is to rely on in-house staff to accomplish the base load of projects, while professional services agreements are selectively utilized to support projects above this base load or where specialized services are required. This action authorizes three new professional services agreements with three firms for construction management and inspection services. The three new agreements will be the on-call type, which are typically used for shorter-term assignments, urgent projects, and projects with specialized technical needs. The maximum duration of these construction management and inspection services agreements will be three years.

Details

Background

Metropolitan's Board adopts an operating budget biennially that includes planned expenditures for capital programs, which are aggregated within the Capital Investment Plan (CIP). The CIP contains the programs and projects necessary for ensuring the reliability of Metropolitan's infrastructure, operating systems, and other assets. Staff's approach for the construction management and inspection of capital projects is to use available in-house staff first, with professional consultant services used only where appropriate. Typical assignments for the consultant inspectors include: foreign and domestic shop inspections, field inspections at Metropolitan construction sites, and general construction management activities. Metropolitan staff typically retain all contract administration activities on construction contracts. This approach maintains a stable, responsive, and experienced in-house workforce, and is consistent with Metropolitan's succession planning efforts.

When inspection resource needs exceed available in-house staffing or require specialized technical expertise, Metropolitan uses a combination of project-specific and on-call professional services agreements. Firms are competitively evaluated, resulting in a list of qualified firms from which both project-specific and on-call agreements are executed as capital project needs are identified. Project-specific agreements are negotiated for an amount needed to cover specific tasks, with project-specific agreements over \$250,000 approved by the Board. By contrast, on-call agreements are multi-year with not-to-exceed amounts and can be used to provide staff support on multiple projects. On-call agreements provide a high degree of flexibility to respond to schedule or scope adjustments, allow quicker delivery times, and lower administrative costs for both Metropolitan and the consultants. For these types of agreements, consultants are assigned work only after specific tasks are identified by staff, up to the not-to-exceed amounts of the contracts. These on-call agreements have been successfully relied upon for over 15 years, and over this time period, approximately 50 percent of the original agreement capacities have been utilized during the life of the agreements. Typically, between five and ten construction management and inspection on-call agreements are active and available for use at any one time. Two agreements are currently in place with two firms for construction management and inspection services, with a current

combined total of approximately \$9.4 million in authorized agreements. Three agreements expired in July 2022, and one of the on-call agreements currently in place will expire soon.

Over the next several fiscal years, a number of projects have been identified that will require construction management and inspection services beyond the level that can be supported by current in-house staff levels. To address this need, Requests for Proposals (RFPs) were recently issued in three categories: Western region conveyance and distribution system projects, prestressed concrete cylinder (PCCP) and pipeline rehabilitation projects, and Colorado River Aqueduct (CRA) projects. These categories represent a collection of major projects which will be coming to the Board for approval of construction contracts over the next several years. Subsequent construction contracts that may require construction management and inspection support by consultants over the next several years include: (1) Second Lower Feeder-Reach 3B PCCP Rehabilitation; (2) Perris Valley Pipeline Tunnel; (3) Sepulveda Feeder-Reach 1 PCCP Rehabilitation; (4) Sepulveda Feeder-Reach 2 PCCP Rehabilitation; (5) Wadsworth Pumping Plant Bypass; (6) Inland Feeder/Badlands Tunnel Surge Protection Facility; (7) Foothill Pump Station/Inland Feeder Intertie; (8) Inland Feeder/Rialto Pipeline Intertie; (9) Foothill Hydroelectric Plant Seismic Retrofit; (10) CRA Transformer Procurement; and (11) CRA Conduit Structural Protection.

With the approval of the current two-year operating budget, the planned expenditures for the CIP have been increased from \$500 million to \$600 million. At the same time, in-house staff levels available to work on the CIP have been held constant, with no anticipated increases in the current budget cycle. Consequently, staff recommends board authorization of three new multi-year agreements, to replace agreements that have already expired or will soon expire, and facilitate the timely execution of the CIP over the next several years.

In support of Metropolitan's goal of increasing business opportunities for Small Business Enterprise (SBE) firms, staff establishes SBE participation levels for the vast majority of professional services agreements for capital projects. The only exceptions are for highly specialized areas of expertise, or for the uncommon occasions when sub-consulting opportunities are limited.

Agreements for Construction Management and Inspection Services – Berg & Associates, Inc., Butier Engineering, Inc., and MARRS Services, Inc.

Request for Qualification No. 1231, issued in August 2019, established a pool of eight prequalified firms for consideration for upcoming on-site inspection and construction contract administration services (project-specific or on-call). RFPs No. 1304, 1306, and 1319 were then issued to these firms in 2022 to receive proposals from the pool of qualified firms to provide specific on-site inspection and construction contract administration services for Metropolitan's conveyance, distribution, and storage facilities. As described above, the RFPs solicited proposals for services in three areas: (1) Western region projects; (2) PCCP and pipeline rehabilitation; and (3) CRA projects.

Staff evaluated proposals received based on qualifications, key personnel, and their availability for RFPs, which specified regions, experience related to planned projects, past performance, environmental sensitivity, and business outreach. Following this evaluation, staff recommends that three agreements be awarded at this time to the following firms: MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc.

A new three-year on-call agreement is recommended to be awarded at this time to MARRS Services, Inc., in an amount not to exceed \$6.7 million, based on the firms' key personnel, past performance, and experience related to providing construction management and inspection services for PCCP and other pipeline projects (RFP 1306) and CRA projects (RFP 1319).

A new three-year on-call agreement is also recommended to be awarded at this time to Butier Engineering, Inc., in an amount not to exceed \$4.4 million, based on the firm's key personnel, past performance, and demonstrated experience providing construction management and inspection services for a wide variety of infrastructure rehabilitation projects, similar to those planned in Metropolitan western operation region (RFP 1304) and PCCP and other pipeline projects (RFP 1306).

Finally, a new three-year on-call agreement is recommended to be awarded at this time to Berg & Associates, Inc., in an amount not to exceed \$3.5 million, based on the firm's key personnel, past performance, and demonstrated experience providing construction management and inspection services for a wide variety of infrastructure rehabilitation projects, similar to those planned in Metropolitan western operation region (RFP 1304).

For each of the agreements, work assignments will be issued to the consultant through task orders on a project-by-project basis at negotiated rates. Staff may return to the Board in the future to authorize additional agreements if a need for such work is identified.

Funding for the work to be assigned to the consultants under on-call agreements is available within Metropolitan's capital expenditure plan. No work is guaranteed to the consultants under these agreements. For each of the agreements, Metropolitan has established an SBE participation level of 25 percent of the amount of the agreement. All prequalified firms have committed to meet this level of participation.

Alternatives Considered

Staff considered using on-call agreements as they have typically been structured, yearly annual limits on the expenditures over a specified duration of time. However, this approach has not been as efficient since the Board approved the current CIP appropriation process in October 2018, due to the increase in the number of projects in construction. On several occasions, when the annual expenditure for an agreement is reached, consultant support on several projects has been suspended until such time as the annual costs are reconciled and the annual limits roll over to the next contract year.

With the selected alternative, the structure of the three recommended on-call agreements have been modified from previous practice. Instead of utilizing annual expenditure limits on the agreements, agreements will be set with a specific time limit of three years and a maximum expenditure for that term. Under the new approach, there would no longer be an annual expenditure limit on each agreement. Staff will manage the expenditures for each consultant on a task order basis such that specific deliverables and other measurable products are delivered by the consultant during the life of the contract.

Summary

This action authorizes on-call agreements with MARRS Services, Inc. in an amount not to exceed \$6.7 million; Butier Engineering, Inc. in an amount not to exceed \$4.4 million; and Berg & Associates, Inc. in an amount not to exceed \$3.5 million for construction management and inspection services, each with a duration of three years.

Policy

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52778, dated April 12, 2022, the Board appropriated a total of \$600 million for projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions are not defined as a project under CEQA because they involve continuing administrative activities (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed actions are not subject to CEQA because they involve other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State of CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize on-call agreements with: (1) MARRS Services, Inc. in an amount not to exceed \$6.7 million; (2) Butier Engineering, Inc. in an amount not to exceed \$4.4 million; and (3) Berg & Associates, Inc. in an amount not to exceed \$3.5 million for construction management and inspection services, each with a duration of three years.

Fiscal Impact: None, funding for the work to be assigned to the consultants under on-call agreements and performed this biennium has been previously authorized. Future costs will be accounted for and appropriated under subsequent biennial budgets. In addition, no work is guaranteed to the consultants under these agreements.

Business Analysis: Contracting with multiple firms provides flexibility and an efficient means for Metropolitan to obtain needed technical services and completion of capital projects in accordance with board adopted schedules.

Option #2

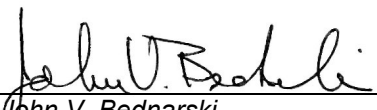

Do not authorize the consulting agreements at this time.

Fiscal Impact: None

Business Analysis: Under this option, Metropolitan staff would perform the inspection activities, or would request board authorization for agreements on a project-specific basis. This option would forego an opportunity to reduce administrative costs or address urgent projects promptly.

Staff Recommendation

Option #1

 John V. Bednarski Chief Engineer/Manager Engineering Services	9/21/2022 Date
 Adel Hagekhalil General Manager	9/27/2022 Date

Ref# es12689193



Engineering & Operations Committee

Professional Services Agreements for Construction Management and Inspection Services

Item 7-5

October 10, 2022

Professional Services Agreements for Construction Management Services

Current Action

- Authorize on-call agreements with MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc., in amounts not to exceed \$6.7 million, \$4.4 million, and \$3.5 million, respectively, for construction management and inspection services

Construction Management

- Five teams
- Staff of fifty inspectors, engineers, & administrative support staff



Weymouth - ORP



Managers



Fabrication Inspection



Materials Testing

Construction Management Involved in All Project Phases

- Planning & Design
 - Constructability review
- Advertisement & Contract Award
 - Pre-bid conference
 - Pre-construction meeting
- Construction
 - On-site contract administration
 - On-site inspection & testing
 - Off-site fabrication inspection
- Warranty & Legal Support



Second Lower Feeder – PCCP Rehabilitation

Professional Services Agreements for Construction Management Services

Staffing Strategy for Capital Programs

- Rely on in-house labor to fullest extent possible
- Use consultants:
 - When capital resource needs exceed available staffing
 - For specialized technical expertise/skills
 - For independent/3rd party review
- Planned CIP expenditures – \$600M for current biennium

Professional Services Agreements for Construction Management Services

Professional Services Agreements

- Project Specific Agreements
 - Required for projects with extended duration, or larger project scopes
 - Approved individually by the Board over \$250K
- On-Call Agreements
 - Typically utilized for shorter-term assignments, urgent projects, etc.
 - Allows for flexibility, expedited project delivery
- Funding available within Metropolitan capital expenditure plan
 - Work is not guaranteed to consultants

Professional Services Agreements for Construction Management Services

Alternatives Considered

- Utilize on-call agreements as typically structured
 - Yearly annual limit
 - May require pausing consultant support if annual expenditures are reached
- Selected Alternative – on-call agreements with a maximum expenditure for the term
 - Allows timely completion of work
 - Lowers administrative costs

Professional Services Agreements for Construction Management Services

Example Projects

- Western Region Projects
 - Second Lower Feeder Reach 3B PCCP Rehabilitation
- Sepulveda Feeder PCCP Rehabilitation



PCCP Rehabilitation

Professional Services Agreements for Construction Management Services

Example Projects

- PCCP & Pipeline Projects
 - Orange County Feeder Relining
 - Etiwanda Pipeline Relining



Pipeline Projects

Professional Services Agreements for Construction Management Services

Example Projects

- Colorado River Aqueduct Projects
 - CRA transformer procurement
 - CRA conduit structural protection
 - Copper Basin discharge valve replacement



Transformers



Copper Basin Discharge Valve

Professional Services Agreements for Construction Management Services

Request for Proposals (RFPs)

- Issued to the pool of qualified firms in 2022
 - Six firms responded
 - Three firms selected for agreements at this time
- Covered services in 3 categories:
 - Western region projects (RFP 1304)
 - PCCP & pipeline rehabilitation (RFP 1306)
 - Desert region (CRA) projects (RFP 1319)
- Services to be provided include:
 - Construction inspection
 - On-site contract administration
- SBE participation level – 25% of agreement amount

Board Options

- Option #1

Authorize on-call agreements with: (1) MARRS Services, Inc. in an amount not to exceed \$6.7 million; (2) Butier Engineering, Inc. in an amount not to exceed \$4.4 million; and (3) Berg & Associates, Inc. in an amount not to exceed \$3.5 million for construction management and inspection services, each with a duration of three years.

- Option #2

Do not authorize the consulting agreements at this time.

Staff Recommendation

- Option #1





Engineering & Operations Committee

Water System Operations Manager's Report

Item 7a

Monday, October 10, 2022
10:30 a.m.

Current Operational Conditions



Continuing Drought Operations

- 2022 SWP Allocation is 5%
- SWP blend targets are 0% at Diemer, Weymouth, and Skinner plants
- DVL to Mills drought operation continues to perform well
- Managing storage based on WSDM principles
- Maintaining 8-pump CRA flow
- September 2022 deliveries of 136 TAF were 17 TAF lower than September 2021

Upper Feeder Shutdown Completed Safely and Successfully



October 10, 2022

Engineering & Operations Committee

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Upper Feeder Shutdown

September 6-19, 2022



October 10, 2022

Reducing Water Use during Shutdown

- Called for no outdoor water in Weymouth area
 - ✓ Member agencies responded with demands decreasing up to 33% and almost 25% on average
- Called for reduced demand in Diemer area to minimize use from Jensen and Weymouth
 - ✓ Member agencies responded with demands decreasing up to 52% and over 25% on average
- Metropolitan forecasted SWP usage of 24 TAF during the Upper Feeder shutdown
 - ✓ Member agency conservation and special operations, along with finishing the shutdown early, saved 12 TAF

Upper Feeder Shutdown

September 6-19, 2022

An “All Hands on Deck” Effort

- Exceptional teamwork and broad cooperation involving numerous groups within Metropolitan, the contractor, member and retail agencies, and the public
- **Congratulatory certificates** given to all Metropolitan employees involved



October 10, 2022



Engineering & Operations Committee



Item #7a Slide 5

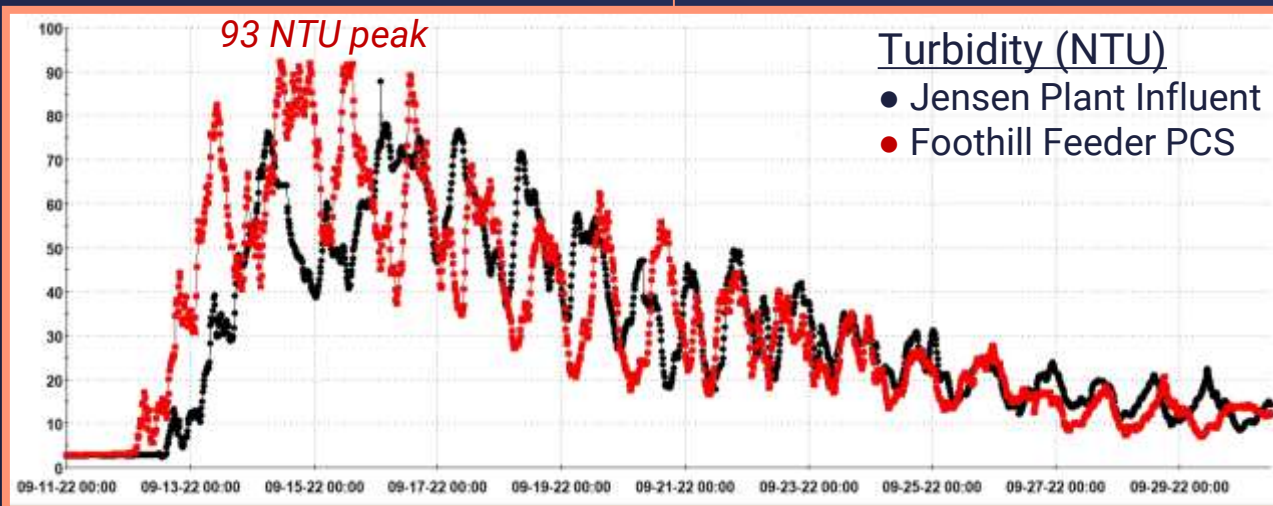
151

Castaic Lake Turbidity Event

September 2022

Jensen plant's exceptional response to Castaic Lake turbidity event

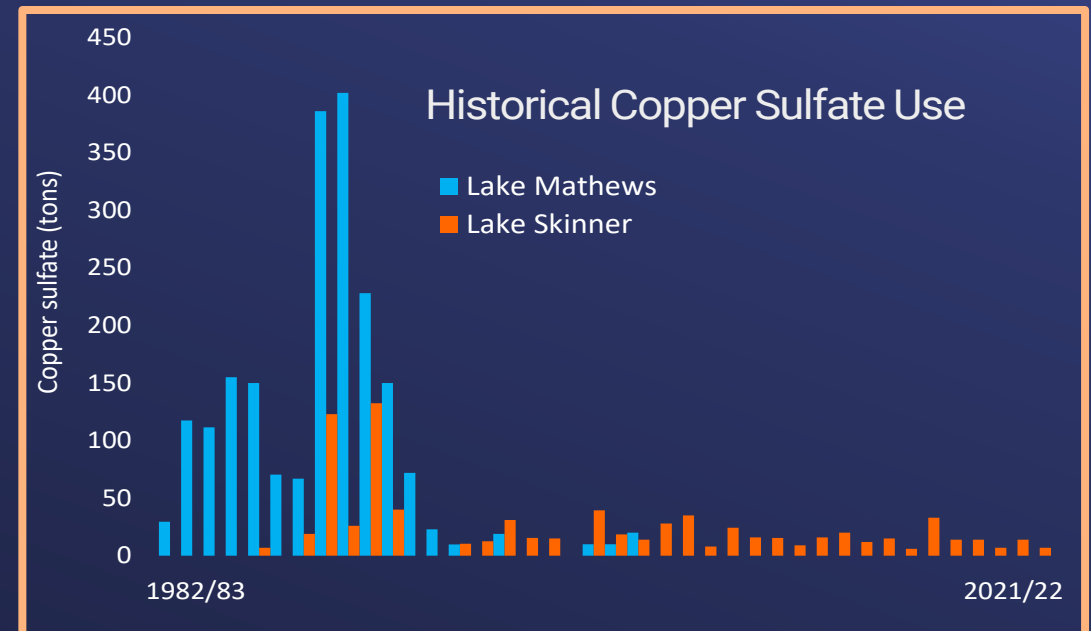
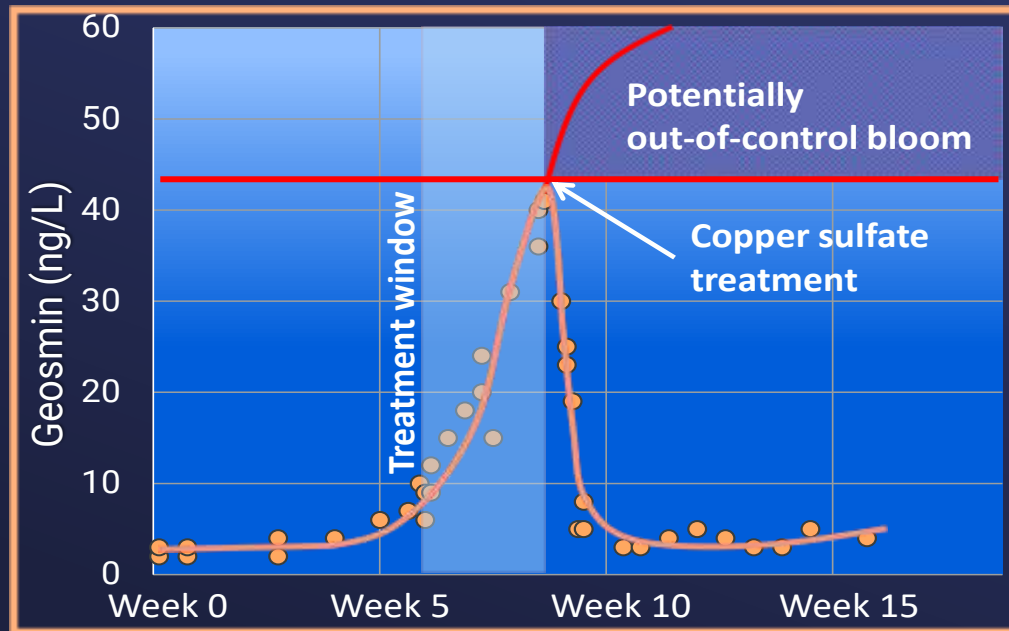
- Brief but heavy rainfall between September 9-12 washed debris/silt into lake through Elizabeth Creek
- Turbidity leaving Castaic Lake peaked **over 90 NTU**
- Operational changes at Jensen Plant
 - Switched to **plant influent chlorine**; ozone remained on
 - Increased **alum and polymer** dosages
 - Increased **monitoring** throughout plant and in lake



- **Plant performed well meeting all water quality compliance requirements**
- Coordination with member agencies and DDW; lessons learned meeting with DWR and SWC

Managing Cyanobacterial Blooms in Reservoirs

- **Proactive** lake monitoring allows early treatment = Less copper
- Only treat when necessary to prevent significant problems
 - **95% reduction in copper use compared to 30 years ago**
- Requires an approved Aquatic Pesticide Application Plan as part of State General **NPDES Permit**



Controlling Problematic Cyanobacteria

Phosphorus is the primary nutrient driving cyanobacterial blooms in in our source waters



Copper Sulfate Effectively Controls Blooms

- Strictly controlled by permit
 - Restrict to 50 percent of chemical label limit
- Lake monitoring indicates that elevated copper levels are not leaving reservoirs
- Sediment studies in Lakes Mathews and Skinner show that most applied copper is stored in stable forms in sediment
- Copper not detected in treated drinking water in 17 years of monitoring (detection limit is 130x lower than state Action Limit)

Alternative bloom treatments include liquid copper solutions, sodium percarbonate (PAK-27), and other forms of peroxide

Annual Shutdown Plan

The Annual Shutdown Plan has been published, in collaboration with the member agencies and DWR

- Features a detailed schedule for the 2022/23 shutdown season
- Also features a preliminary 3-year look ahead schedule for long-term planning



October 10, 2022



Engineering & Operations Committee



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Member Agency Water Quality Managers Meeting

September 15, 2022

Drinking Water Regulatory Update

- Association of State Drinking Water Administrators
 - Federal update
- SWRCB Division of Drinking Water
 - State update
- Water Replenishment District
 - PFAS remediation
- Metropolitan
 - ELAP lab accreditation
 - Chemical costs & supply chain challenges







Engineering & Operations Committee

Engineering Services Manager's Report

Item 7b

October 10, 2022

Construction & Procurement Contracts August 2022

Construction & Procurement Contracts Through August 2022

Number of Contracts at end of August 2022	46
Total Bid Amount of Contracts in Progress at end of August 2022	\$457M
Contracts Awarded in August 2022	1
Contracts With Notice To Proceed Issued in August 2022	2
Contracts Completed in August 2022	0
Contract Gross Earnings in August 2022	\$3.9M

Garvey Reservoir Site Drainage Project

Stage 2 – Construction Completion

- Contractor:
Kaveh Engineering & Construction
- Contract Amount:
\$1.29M
- Paid to Date:
99%



Area 6 Storm Water Retention Basins
and Improvements

Upper Feeder Bellows Joint Forensic Assessment



Bellows joint 2.5-inch crack



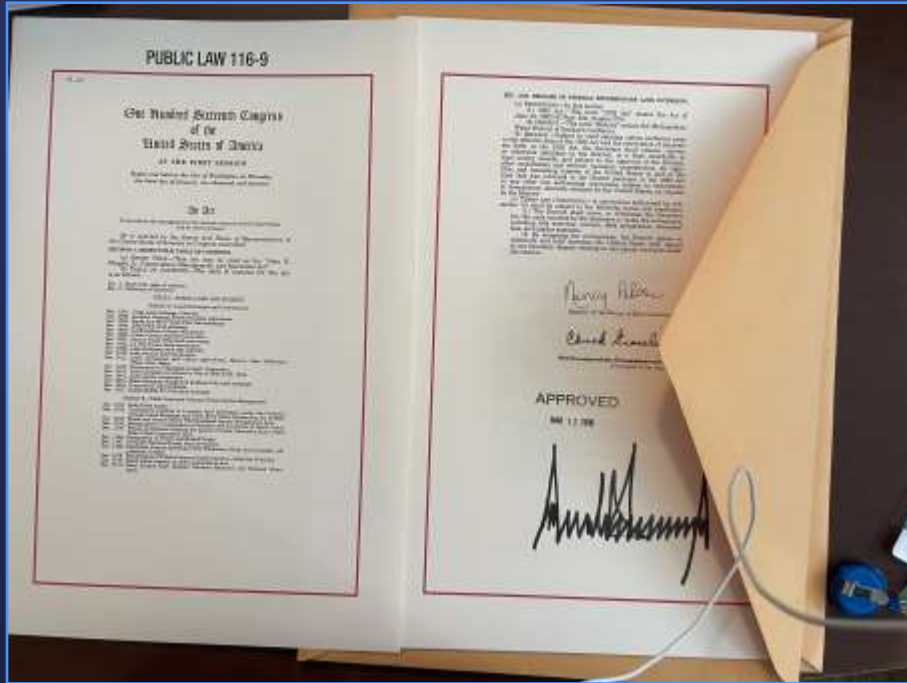
Bellows joint in La Verne

Status of Study Phase Activities for State Water Dependent Areas

Project		Action	Schedule	Design Team	Status
Sepulveda/Venice Pump Stations Phase 1		Feasibility Study	Sep-22	Carollo	Completed
Interconnection between WBMWD & LVMWD		Feasibility Study	Sep-22	MWD	Completed
Shift of Burbank B-5 Supply to B-5A		Feasibility Study	Sep-22	MWD	Completed
AVEK HDWB to Supply Westside Agencies		Feasibility Study	Feb-23	MWD	Consulting MAs
Surface Storage Options		Reconnaissance Study	Oct-22	Stantec	On schedule
Expansion of Greg Ave. Pumping Operation		Feasibility Study	Dec-22	Stantec	On schedule
PC-1 Pump Station		Feasibility Study	Oct-23	TBD	Consultant selection
East-West Conveyance System*	New Pipeline/Tunnel	Feasibility Study	Dec-23	Brown & Caldwell	Authorize on-call agreement in Oct.
	Common Pool	Feasibility Study			
Desalination*		Reconnaissance Study	Dec-23	TBD	RFP selection process

* Board action items expected by early 2023

Signing Acceptance of CRA Reversionary Quitclaim Deeds for Desert Properties




John D. Dingell, Jr. Conservation, Management, and Recreation Act, Public Law 116-9 (March 12, 2019)



General Manager signs initial 10 quitclaim acceptance documents September 26, 2022

Construction Networking



CONSTRUCTION NETWORK
Connecting Owners to AEC and CM Industries

Inland Empire Water Districts
CIP Updates

MWD of S CA
David Yanez, Chief Inspector
Western Municipal Water District
Derek Kawai, Director of Engineering
Eastern Municipal Water District
Bruce Mitzel, PE, Director, Field Engineering
Coachella Valley Water District
Dan Ruiz, Engineering Manager
Inland Empire Utilities Agency
Jarry Burke, Director of Engineering
Bureau of Reclamation – S CA Area
Deb Whitney, Program Manager
Mission Springs Water District
Eric Weck, P.E., Engineering Manager
CA Dept of Water Resources – S CA Region
Vic Nguyen, Region Manager
San Bernardino Valley Municipal Water District
Wen Huang, Chief Engineer / Deputy General Manager
CADIZ Water Project
Courtney Degener, Vice President


Wednesday, September 14
8:00 am
Check-in / Continental Breakfast
8:30 - 10:30 am
Presentations & Networking

Doubletree by Hilton
ONT Airport
222 N Vineyard Ave.
Ontario, CA 91764
Complimentary Parking

\$89 / person (incl. taxes)
No registration after that time
All fees for 2022 event
at a rate of \$125 per person via the CAC Office




RSVP:
www.construction-network.net

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TABLE DISPLAYS



September 14, 2022
Ontario, CA

Engineering's Mentorship Program - 2022 Graduation Event

10 years of staff development through direct engagement



Engineering and Operations Inspection Trip - 2022

- Planned date: October 26, 2022
- One-day trip
- Planned itinerary:
 - AVEK storage program
 - Key West Branch SWP facilities
 - Jensen plant: 50-year anniversary
 - Sepulveda pumping projects



SWP Oso Pump Plant



SWP East/West
Branch Bifurcation

