

ADDENDUM 001

For

BID# 03MOT27 Abbott Elementary School HVAC Replacement Project

DSA 03-126114

October 26, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. Acknowledge receipt of this Addendum in space provided on the Bid Form. Failure to acknowledge may subject Bidder to disqualification.

1. BID DOCUMENT

- 1.1- **Delete all work associated with Buildings (E) and (F) from the from this BID# 03MOT27 scope of work.**
- 1.2- **Delete the SEWUP OWNER CONTROLLED INSURANCE PROGRAM (OCIP) PROJECT INSURANCE MANUAL from the Bid Documents in its entirety.**
- 1.3- Reference to **BID#03MOT27_BID FORM**
 - 1.3-1. **REVISE BID FORM_ADD01, per attachment.**
- 1.4- **Remove CERTIFICATE OF AUTHORIZATION FORM, from the mandatory Bid Forms' List.**
- 1.5- **BID SPECIAL CONDITIONS**
 - 1.5-1. Reference to **BID#03MOT27 _ SPECIAL CONDITION SP-8. CONSTRUCTION DURING SCHOOL HOURS AND CONTRACTOR RESPONSIBILITIES**
 - 1.5-1.1. **Revise, SPECIAL CONDITION SP-8_ CONSTRUCTION DURING SCHOOL HOURS AND CONTRACTOR RESPONSIBILITIES_ADD01, per attachment.**
 - 1.5-2. Reference to **BID#03MOT27 _ SPECIAL CONDITION SP-22. PROTECTION OF PERSONS AND PROPERTY_ CONSTRUCTION WORK HOURS.**
 - 1.5-2.1. **Revise, SPECIAL CONDITION SP-22. PROTECTION OF PERSONS AND PROPERTY_ CONSTRUCTION WORK HOURS _ADD01, per attachment.**
 - 1.5-3. Reference to **BID#03MOT27 _ SPECIAL CONDITION SP-14.B. PROJECT CONSTRUCTION TIME SCHEDULE.**

1.5-3.1. Revise **SPECIAL CONDITION SP-14.B. PROJECT CONSTRUCTION TIME SCHEDULE**, per attachment.

2. BID Q&A

2.1- ADD Q & A _**BID#03MOT27 _ ABBOTT ELEMENTARY SCHOOL HVAC REPLACEMENT PROJECT DSA 03-126114**, per attachment.

3. COMMUNITY WORKFORCE AGREEMENT

ADD COMMUNITY WORKFORCE AGREEMENT COPY TO THE BID DOCUMENT

4. SPECIFICATIONS

4.1- Reference to **SECTION 07 01 50 - ROOF MAINTENANCE AND REPAIR**

4.1-1. **Remove SECTION 07 01 50 - ROOF MAINTENANCE AND REPAIR.**

5. DRAWINGS

5.1- Add **SHEET M-4.2 MECHANICAL DETAILS_ADD01**

5.2- **Reference to SHEET P-0.1 PLUMBING GENERAL NOTES & LEGEND**

5.2-1. **Revise SHEET P-0.1 PLUMBING GENERAL NOTES & LEGEND_ADD01**, per attachment.

Attachment CC:

- 1. Revised BID FORM_ADD01**
- 2. Attachment – Q & A _ 03MOT27 Abbott Elementary School HVAC Replacement Project _ DSA 03-126114**
- 3. Abbott Elementary School Access Plan_ not part of the Bid DSA 03-126114 approved drawings.**
- 4. BID#03MOT27 _ SPECIAL CONDITION_ADD01**
- 5. COMMUNITY WORKFORCE AGREEMENT COPY.**
- 6. SHEET M-4.2 MECHANICAL DETAILS_ADD01**
- 7. Revise SHEET P-0.1 PLUMBING GENERAL NOTES & LEGEND_ADD01**



BID FORM_ADD01

ABBOTT ES HVAC UNIT REPLACEMENT- DSA 03-126114 BID NO. 03MOT27_ADD01

CONTRACTOR NAME &
LICENSE #: _____

ADDRESS _____

TELEPHONE: (_____) _____

FAX: (_____) _____

EMAIL _____

1. Bid Proposal Price.

- 1.1. Base Bid Price. The undersigned Bidder, having become familiarized with the Contract Documents and the local conditions affecting the performance or cost of to perform the Work, the Bidder proposes and agrees to perform the Work of the Contract Documents including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations, per each Buildin under the Contract Documents for the sum of, for each building, for the respective sums listed below:

No.	Building Name	Base Bid Price per building
1.	Building A1	\$_____
2.	Building G	\$_____
3.	Building P	\$_____
4.	Building L	\$_____
Total		\$_____

Dollars (\$) _____).

- 1.2 Allowances. The District has established the following Allowance Amount for each Allowance Item set forth In the following

Allowance Item No.	Allowance Item Description	Allowance Amount
A-1	Include the allowance amount to be used as specified in Special Conditions, SP-2 of this Bid Document, Page 69.	\$65,000
Allowance Amount		\$65,000

- 1.3 Bid Proposal Price. The Bid Proposal Price is the sum of the Base Bid Price (Paragraph 1.1) plus Aggregate Amount (Paragraph 1.2) which is:

Dollars (\$) _____).

To: Lynwood Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarize himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

ABBOTT ES HVAC UNIT REPLACEMENT- DSA 03-126114
BID # 03MOT27_ADD01

- 2 **Addenda**. The Bidder confirms that: (i) it has received and reviewed all Addenda issued by the District, if any, as set forth below; and (ii) that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in all Addenda, if any, issued by or on behalf of the District. ***Failure of the Bidder to acknowledge all Addenda may result in rejection of the Bid Proposal for non-responsiveness.***

ADDENDUM NO.	ADDENDUM ISSUE DATE

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

Bid# 03MOT27 Abbott Elementary School HVAC Replacement Project
DSA 03-126114
Q & A

No	Submitted	Q	A
1	Pacific West Industries Inc. Date: Thu, Oct 1, 2026 at 2:35 PM	Is there an EMR or other insurance/loss-history threshold that a contractor must meet to be eligible for OCIP enrollment?	OCIP Bid requirements have been deleted from the Bid, reference to Addendum 01.
2	Pacific West Industries Inc. Date: Thu, Oct 1, 2026 at 2:35 PM	If a contractor is awarded the project but is not accepted into the OCIP due to its EMR or loss history, may the contractor provide its own workers' compensation and general liability insurance and still perform the work?	OCIP Bid requirements have been deleted from the Bid, reference to Addendum 01.
3	Pacific West Industries Inc. Date: Thu, Oct 1, 2026 at 2:35 PM	If not, would failure to obtain OCIP enrollment make the contractor ineligible to perform the contract?	OCIP Bid requirements have been deleted from the Bid, reference to Addendum 01.
4	Pacific West Industries Inc. Date: Thu, Oct 1, 2026 at 2:35 PM	Please confirm whether any Federal funds, Federal grants, or Federal loans are being used to finance any portion of this project, If so, please identify the applicable funding source, and any associated federal requirements.	There are no Federal Funds used.
5	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:35 PM	Are there photos of the existing electrical panel gear for this project? I understand there wasn't access to the electric room, and we want to ensure that we quote the correct breakers on this one (based on note on drawings saying to replace all breakers). Please provide make and model of the electrical panels and breakers needed for the (26) HVAC units on this project.	Photos are not available. Reference to General Note 23, drawing E-0.1. Contractor is required to field verify existing conditions such as make, model and AIC rating of existing breakers in main switchgear and in each branch circuit panel within the scope of work.
6	Pacific West Industries Inc. Date: Fri, Oct 16,	• References: T-1 Building L scope 1.1; MD-1.6.1 keynote 3; MD-1.6.2	Scope of work on T-1 and Keynote 1 on MD-1.6.2 for

	2026 at 4:30 PM	keynote 1; S161/S162; 1/S201 and 12/S201; M-0.2 Building L note 4. • Existing Document Condition: The documents contain conflicting requirements regarding demolition/reconstruction of the Building L leveling platforms and curbs. The 13 new units serving Building L match the existing curbs, and no ductwork modifications or curb reframing are required for these replacements. • Clarification Required: Building L does not require framing modifications for installation of the 13 replacement units. Clarification is required regarding whether the structural/framing scope shown in the documents is intended only for the replacement units at the other buildings. • Question: Please confirm that no curb framing, platform reconstruction, or ductwork modifications are required for the 13 Building L units because the new units match the existing curbs, and that the framing scope shown in the contract documents applies only to buildings other than Building L.	Building L and is incorrect. Existing roof curbs on building L are to be reused and reinstalled after structural framing work. Existing leveling platforms must be removed and replaced with new per Structural details 1 & 12 on S201.
7	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: M-0.1 Controls; M-0.2/M-0.3 controls remarks; 4/M-4.1; 23 30 00 §§2.6.F/G and 3.1.F.3–6; Venstar controls cutsheets.	Install Ventstar model per Mechanical Plans, model T8850 as standalone controller for each unit.

		• Existing Document Condition: Mechanical schedules/detail identify Venstar, while Section 3.1.F requires Siemens thermostats/override switches and connection to a new building energy management system. The appendix includes T7800-family literature and a T8850 sheet without one project-selected model. • Clarification Required: The documents indicate materially different control-system architectures. • Question: Which controls platform and exact thermostat model shall be used for this project, and does that selected platform require the new EMS tie-in specified in §3.1.F or stand-alone operation?	
8	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: T-1/T-2; M-0.2/M-0.3; S141; M-1.4; P-1.4; 23 30 00 §§1.6.I, 2.1.C, 2.2; purchased submittal dated 01/22/2024. • Existing Document Condition: Current scope is 26 rooftop units. The older purchasing package includes additional buildings and split/ductless systems outside the current replacement scope and does not fully map stored units/accessories to current project tags. Purchased curb adapters are shown while current heat-pump schedules require new 14-inch prefabricated curbs. • Clarification Required: A project-specific allocation is needed to	Per Bid documents special conditions SP-3: All Units/Curbs/Accessories that listed in the posted Bid Submittal have been purchased and stored at DCW Warehouse; 24760 Main Street, Carson, CA 90745. Per Special Conditions SP-3(b), all curbs listed in the submittal have already been purchased by the District. The Contractor is responsible for field-verifying dimensions on site and coordinating fabrication with the manufacturer, including receipt, handling, transportation, delivery, unloading, staging, and installation.

		distinguish owner-furnished inventory from contractor-furnished accessories. • Question: Please issue the OFCI allocation for the 26 scheduled rooftop tags, mapping the stored units and included accessories to the current tags and identifying the new curbs, economizers, hail guards and controls items that the contractor must furnish.	For Units locations/tagging see DSA Approved Mechanical Drawings from M-0.1 to M-1.6.2
9	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: MD-1.6.1 keynote 3; MD-1.6.2 keynote 1; M-1.6.1 keynote 4; M-1.6.2 keynotes 1, 2 and 4; M-0.2 Building L note 4. • Existing Document Condition: MD-1.6.2 directs removal of the existing roof curb, flex connectors and supply/return duct through the roof, while other Building L notes call for reuse/retention and replacement only when damaged. • Clarification Required: The intended demolition boundary cannot be priced consistently across the Building L documents. • Question: For the 13 Building L replacements, which existing curb, flex-connector and through-roof duct components must be retained/reinstalled, and which must be replaced? • References: 5/P-4.1; relevant S201 roof-platform details; 07 01 50 §§2.01–2.02, 3.01.C; 07 01 50.72 §§1.3.C, 2.1–2.3, 3.3–3.4; 01 73 00 §1.03.	Existing roof curbs on building L are to be reused and reinstalled after structural framing work. Existing leveling platforms must be removed and replaced with new per Structural details 1 & 12 on S201. Flex connectors and supply/return duct through the roof to be reused and replaced only if damaged.

		• Existing Document Condition: Detail 5/P-4.1 identifies an existing Sarnafil membrane and hot-air-welded repair. Section 07 01 50.72 describes a built-up asphalt system with Tremco-based rehabilitation, while Section 07 01 50 uses Johns Manville-based repair materials. • Clarification Required: The applicable membrane/deck condition and repair assembly are not assigned by building. • Question: Please identify the existing roof assembly and governing manufacturer-compatible curb/pipe-penetration repair detail for each of A1, G, E, F, P and L, including where 5/P-4.1 applies.	
10	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: 5/P-4.1; relevant S201 roof-platform details; 07 01 50 §§2.01–2.02, 3.01.C; 07 01 50.72 §§1.3.C, 2.1–2.3, 3.3–3.4; 01 73 00 §1.03. • Existing Document Condition: Detail 5/P-4.1 identifies an existing Sarnafil membrane and hot-air-welded repair. Section 07 01 50.72 describes a built-up asphalt system with Tremco-based rehabilitation, while Section 07 01 50 uses Johns Manville-based repair materials. • Clarification Required: The applicable membrane/deck condition and repair assembly are not assigned by building. • Question: Please identify the existing roof assembly and	Reference to Bid#03MOT27 Addendum 01, 3.1-1. Remove SECTION 07 01 50 - ROOF MAINTENANCE AND REPAIR. Entirely. Reference to Bid#03MOT27 Addendum 01, 4.1-1. Add Sheet M-4.2 Mechanical details.

		governing manufacturer-compatible curb/pipe-penetration repair detail for each of A1, G, E, F, P and L, including where 5/P-4.1 applies.	
11	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: T-1 temporary heating/cooling and occupied-facility notes; M-0.1 general note 5; 01 51 00 §§1.02.H, 1.03; 23 05 93 §1.07; construction schedule. • Existing Document Condition: Temporary heating/cooling is required for occupied spaces whose equipment is disabled, but the documents do not establish room-by-room occupancy, allowable outage durations or temporary-system operating periods. • Clarification Required: Owner operating constraints are needed to establish a consistent temporary HVAC basis. • Question: For each construction phase, what spaces must remain occupied and conditioned, what maximum HVAC outage is allowed, and what operating periods must the temporary system maintain?	Reference to Bid Special Conditions SP-9. Temporary Heating and Cooling, Contractor to provide temporary heating and/or cooling systems to maintain acceptable indoor conditions in occupied areas whenever construction interrupts existing HVAC.
12	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: M-1.1–M-1.6.1 construction keynote 3; M-0.2/M-0.3 controls remarks; 1/M-4.1; Senva ordering matrix. • Existing Document Condition: Floor-plan keynotes specify AQ2W-ACAAAAD as non-display, while equipment schedules and detail 1/M-	Reference to Bid Technical Specifications new CO2 sensor shall be SENVA TOTAL SENSE SERIES AQ2W-ACAAAAS, WITH OLED DISPLAY AND SOLID COVER.

		4.1 require an OLED display with solid cover. • Clarification Required: The ordering suffix and written non-display description are inconsistent with the selected detail. • Question: What complete Senva ordering code and display/cover option shall be supplied for the project CO2 sensors?	
13	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: M-1.6/M-1.6.1 keynotes 2–3 and retained FC/HP designations; MD-1.6/MD-1.6.1; E-1.6/E-1.6.1; M-0.2 Building L unit schedule. • Existing Document Condition: The Building L replacement schedule has 13 packaged units, while the floor plans contain additional thermostat/CO2 callouts associated with areas showing retained fan-coil/heat-pump systems. • Clarification Required: The device-to-equipment assignment and required retained-system interface are not established. • Question: Please identify the equipment and required control function served by the new thermostat/CO2 locations associated with retained Building L systems, and whether those locations are included in this controls replacement scope.	Only thermostats serving the units scheduled on M-0.2 and M-0.3 need to be replaced and provided with new CO2 sensors.

14	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: 23 05 93 §§1.02.A.2, 3.2.B.1.a, 3.9; 23 30 00 §§2.4, 3.1.E; M-0.1 Air Distribution; mechanical remodel existing-duct retention notes. • Existing Document Condition: TAB requirements include duct-leakage testing and verification of pressure testing, but project-specific test boundaries, pressure and allowable leakage criteria are not established for retained ductwork versus new transitions. • Clarification Required: The required testing extent and acceptance criteria must be defined. Question: What ductwork must be pressure/leakage tested, and what test pressure and allowable leakage criteria apply to the new transitions and any retained ductwork required to be tested?	Duct leakage testing is not required for these systems.
15	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: M-0.1 general note 24; 23 30 00 §2.2. • Existing Document Condition: The references reviewed for this RFI state equipment is stored at two locations while identifying only one location. • Clarification Required: Pickup origin and access affect trucking, loading equipment and phased delivery. • Question: Please identify the second storage location, which project equipment is at each location, and	Per Bid documents special conditions SP-3: All Units/Curbs/Accessories all stored at one location at DCW Warehouse; 24760 Main Street, Carson, CA 90745.

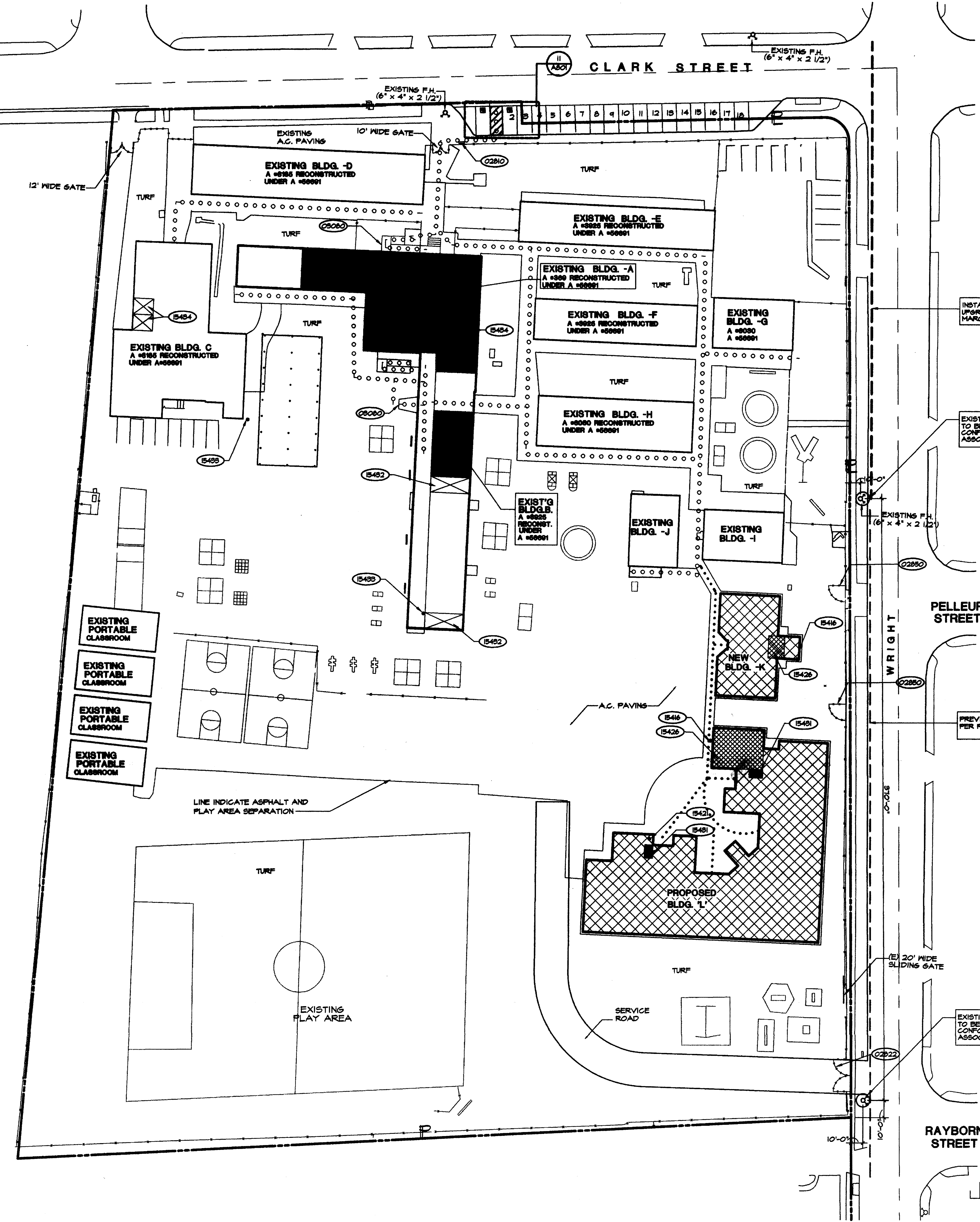
		the release/loading access available to the contractor.	
16	Pacific West Industries Inc. Date: Fri, Oct 16, 2026 at 4:30 PM	• References: 23 30 00 §§1.11.A, 2.2; purchased submittal dated 01/22/2024; OFCI warranty information. • Existing Document Condition: Section 1.11.A describes a 1-year period from final acceptance and also refers to a twenty-four-month correction period. The owner-furnished equipment was purchased approximately two years ago and is likely outside the manufacturer's warranty period. • Clarification Required: The contract documents need to establish the contractor's correction obligations separately from manufacturer warranty coverage for the existing owner-purchased equipment, particularly where manufacturer warranty coverage may have expired before installation. • Question: Please confirm the contractor's required correction/warranty period for installation of the OFCI equipment and clarify whether the contractor is expected to assume any equipment or manufacturer warranty responsibility for the approximately two-year-old owner-furnished equipment if the original manufacturer's warranty has expired.	This is Owner-Furnished, Contractor-Installed (OFCI) equipment. The Contractor is not responsible for the manufacturer's warranty on units purchased by the District. However, per Special Conditions SP-4, the Contractor shall install and start up all OFCI equipment in accordance with manufacturer requirements and the Contract Documents. If any District-purchased units, curbs, or accessories have issues, the Contractor shall coordinate with the manufacturer to address necessary repairs and provide operational follow-up for at least 45 days after start-up or until the equipment is fully functional and accepted by the District, whichever occurs later.
17	Allison Mechanical, Inc. Mon, Oct 19,	Is Temp Air need for this project?	Yes, needed to maintain acceptable indoor conditions in

	2026 at 1:09 PM		occupied areas whenever construction interrupts existing HVAC. Reference to RF1121 11 answer.
18	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Can you give us a layout of the fire lines so we know where the crane can drive on the property.	Reference to provided Abbott Elementary School Access Plan, provided sheet for Bidders reference to the campus access and logistics, as reference and not part of the Bid DSA 03-126114 approved drawings.
19	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Can we reuse the control conduit for the thermostat wire.	This is acceptable, however, if the conduit is damaged or undersized the contractor is required to replace it.
20	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Is the roofing under warranty? If so by who?	Yes, Tremco.
21	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Please confirm that on page S162 the only fanning being done is AC/3C AND AC/4B.	Not confirmed. Assume the other units' 4x10 framing is new as well.
22	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Please provide page S002.	There's no sheet S002. Abbreviations were moved to S001.
23	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Who is the Fire alarm provider for the school?	NuTech Fire.
24	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Who installed the existing fire alarm system in the school ?	NuTech Fire is the current district vendor.
25	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	What Fire alarm system is the school using? (Silent Knight, Honeywell)	Siemens Cerberus Pro (OED)
26	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Do we have to fence of each building we are working on?	Temporary fencing is required as needed to support construction logistics, secure laydown areas,

			and provide any necessary special access. However, there is no temporary fencing around the buildings.
27	Allison Mechanical, Inc. Mon, Oct 19, 2026 at 1:09 PM	Are the existing thermostats mounted on dry wall? If not, what type of material are they mounted to.	Material that existing thermostats are mounted to may vary and shall be verified by contractor in field.

Abbott Elementary School Access Plan

Reference to Bid# 03MOT27, Addendum 01, RFI 12 answer.
This Sheet provided for Bidders reference to the campus
access and logistics, as reference and not part of the Bid
DSA 03-126114 approved drawings.



LOCAL FIRE AUTHORITY

Fire department access, egress, and gate entrances have been reviewed for compliance with Section 3.05 and 3.16, Title 19.
Fire-flow and fire hydrants have been reviewed for compliance with State Appendices III-AA and III-BB, Part 9, Title 24.
Printed name and title of reviewer: Mike Bravo, Fire Marshal
Title, address and phone number of fire authority: Los Angeles County Fire Department, Commerce, CA
Signature of reviewer and date: Signature on File 5/14/02

KEY NOTES

- 02810 GATE SIGN PER 14/AB01
- 02850 NEW 5' WIDE MAN GATE
- 03080 EXISTING CONCRETE RAMP PER A56641
- 15416 DISABLED ACCESSIBLE DRINKING FOUNTAIN PER PLUMBING
- 15421 SPRINKLER FIRE RISER
- 15426 DISABLED ACCESSIBLE BOYS AND GIRLS RESTROOMS PER PLANS
- 15481 DISABLE ACCESSIBLE STAFFS' RESTROOM
- 15482 EXISTING STUDENTS' ACCESSIBLE RESTROOM PER A56641
- 15485 EXISTING ACCESSIBLE DRINKING FOUNTAIN PER A56641
- 15484 EXISTING ACCESSIBLE STAFFS' RESTROOM PER A56641

BUILDING AREA SUMMARY

BUILDING K - KINDERGARTEN (NEW CONSTRUCTION)			
OCCUPANCY GROUP	EI	TYPE V - NR	
TYPE OF CONSTRUCTION	1-STORY		
PROPOSED AREA	2,471 S.F.		
BUILDING L - CLASSROOM (NEW CONSTRUCTION)			
OCCUPANCY GROUP	EI	TYPE V - IHR	
TYPE OF CONSTRUCTION	2-STORY	SPRINKLERED IN LIEU OF 1 HR. F.R.	
PROPOSED AREA	20,644.25 S.F.		

SITE NOTES

1. PATH OF TRAVEL AS INDICATED IS A BARRIER FREE ACCESS WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 1/2 MAXIMUM SLOPE EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. MAXIMUM CROSS-SLOPE 2% TYPICAL. ARCHITECT AND CONTRACTOR TO VERIFY THAT ALL BARRIERS IN THE PATH OF TRAVEL HAVE BEEN REMOVED. (PER SECTION 1023)
2. ALL EXIT DOORS WILL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.

LEGEND

- NEW BUILDING CONSTRUCTION
- AREA OF EXISTING BUILDING(S) TO BE REMODELLED UNDER THIS APPLICATION
- EXISTING BUILDING(S) TO REMAIN
- EXISTING DISABLED ACCESS PATH OF TRAVEL PER A # 56641
- NEW DISABLED ACCESS PATH OF TRAVEL
- EXISTING CHAIN LINK FENCE
- EXISTING FIRE HYDRANT 6"x4"x2 1/2"
- EXISTING FIRE HYDRANT 6"x4"x 2 1/2" TO BE UPGRADED

FIRE DEPARTMENT NOTES

1. ALL HYDRANTS SHALL MEASURE 6" X 4" X 2 1/2", BRASS OR BRONZE, CONFORMING TO CURRENT NFPA STANDARD C305, OR APPROVED EQUAL. HYDRANTS SHALL BE INSTALLED PER SPECIFICATION OF THE LOS ANGELES COUNTY WATER ORDINANCE NO 1884, (TITLE 20) UTILITY MANUAL, SECTION 4.0 TO 4.6.
2. ALL REQUIRED PUBLIC FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND ACCEPTED PRIOR TO CONSTRUCTION. FIRE CODE 401.5
3. VEHICULAR ACCESS MUST BE PROVIDED AND MAINTAINED SERVICEABLE THROUGHOUT CONSTRUCTION. FIRE CODE 401.5
4. THE REQUIRED FIRE FLOW FOR PUBLIC FIRE HYDRANTS AT THIS LOCATION IS 1500 GALLONS PER MINUTE AT 20 PSI FOR DURATION OF 2 HOURS, OVER AND ABOVE MAXIMUM DAILY DOMESTIC DEMAND.

FIRE SPRINKLER SYSTEM NOTES

THE AUTOMATIC SPRINKLER SYSTEM SHALL CONFORM TO THE REQUIREMENTS OF THE 1996 EDITION OF NFPA STANDARD # 13.
INSTALLATION OF THE SPRINKLER SYSTEM SHALL NOT BE STARTED UNTIL COMPLETE PLANS AND SPECIFICATIONS INCLUDING WATER SUPPLY DESIGN INFORMATION AND TYPE OF EXISTING SPRINKLER SYSTEM, IF ANY HAVE BEEN SUBMITTED AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT (DSA), FIRE / LIFE SAFETY SECTION.
AT VARIOUS STAGES AND UPON COMPLETION THE SYSTEM MUST BE TESTED IN THE PRESENCE OF THE INSPECTOR OF RECORD (IOR).
UNDERGROUND FIREWATER AND SPRINKLER SYSTEM WORK SHALL CONFORM TO THE REQUIREMENTS OF NFPA 24, 1995 EDITION AND NFPA 13, 1996 EDITION PRIOR TO INSTALLATION OF THE UNDERGROUND FIREWATER SUPPLY SYSTEM. SUBMIT SHOP DRAWINGS AND SPECIFICATIONS OF SYSTEM, INCLUDING WATERFLOW TEST DATA TO THE DIVISION OF THE STATE ARCHITECT (DSA), FIRE / LIFE SAFETY SECTION FOR APPROVAL. SUBMITTAL SHALL INCLUDE THRUST BLOCK LOCATION AND SIZE, TYPE OF PIPING AND CATALOG CUT SHEETS ON ALL VALVES AND FITTINGS. AN INSPECTION OF THE UNDERGROUND INSTALLATION, BACKFLUSH AND HYDROSTATIC TEST SHALL BE CONDUCTED AND WITNESSED BY THE INSPECTOR OF RECORD (IOR) PRIOR TO BACK-FILL.

BID# 03MOT27 Abbott Elementary School HVAC Replacement Project DSA 03-126114
Bid Special Conditions_ADD01

SP-8. Construction During School Hours and Contractor Responsibilities_ADD01

The campus will remain occupied and operational while school is in session. **Work shall be performed after school hours or on weekends when school is in session. Work may be performed during normal working hours on school holidays listed in the bid documents.** All work schedules shall be coordinated with and approved by the District.

The Work shall be phased as required and directed by the District based on school operational needs and availability of work areas. The Contractor shall account for all required phasing, sequencing, mobilization, and remobilization necessary to accommodate the school schedule and shall coordinate all construction activities with the District to minimize disruption to students, staff, and school operations.

Work areas shall be properly secured and separated from occupied areas at all times. Safe access to buildings, classrooms, walkways, exits, and emergency routes shall be maintained.

The Contractor shall be responsible for all required **construction fencing, barricades, signage, dust and noise control, temporary protection, material delivery and staging, equipment access, and daily cleanup.** Activities that may significantly impact school operations, including HVAC shutdowns, utility interruptions, crane operations, and other disruptive activities, shall be coordinated and scheduled with the District in advance. The Contractor shall comply with all District safety requirements and the approved construction schedule throughout the project.

SP-22. Protection of Persons and Property_ Construction Work Hours _ADD01
Abbott Elementary School

Legal and Local Holidays: November 11, 2026 (Veterans Day); November 26–27, 2026 (Thanksgiving); December 24–25, 2026 (Christmas); January 1, 2027 (New Year’s Day); January 18, 2027 (Dr. Martin Luther King Jr. Day); February 12, 2027 (Lincoln Day); February 15, 2027 (Presidents Day); March 26, 2027 (Good Friday).

School Recesses: November 23–27, 2026 (Thanksgiving Recess); December 21, 2026 through January 8, 2027 (Winter Recess); and March 29 through April 2, 2027 (Spring Recess).

Construction Work Hours:

When school is in session, work shall be performed after school hours or on weekends. During school holidays and recesses listed above, work may be performed during normal working hours of **7:30 A.M. to 4:30 P.M., Monday through Friday.** All work schedules shall be coordinated with and approved by the District and shall comply with the City of Lynwood Noise Ordinance.

23.1. During performance of this Contract, portions of the campus will remain occupied and operational. All work shall comply with the construction work hours stated above. The Contractor shall secure and separate construction areas from occupied areas using temporary barriers and maintain safe access to buildings, exits, walkways, and emergency routes at all times.

23.2. Activities that may disrupt school operations, including HVAC shutdowns, utility interruptions, crane operations, and other disruptive work, shall be coordinated and scheduled with the District in advance. If the District determines that an activity is disruptive, the Contractor shall reschedule that activity to a District-approved time without additional cost to the District.

23.3. For purposes of this Contract, an alternate shift is work performed outside the normal working hours of **7:30 A.M. to 4:30 P.M., Monday through Friday**. Work on days when school is in session shall begin only after school hours, as coordinated with and approved by the District.

23.4. All work hours shall comply with the City of Lynwood Noise Ordinance. The Contractor shall account for the required after-school, weekend, holiday, and recess work necessary to complete the Work within the specified Contract Time without additional cost to the District. At the District's request, the Contractor shall modify the working hours, consistent with the requirements above, without adjustment to the Contract Time or Contract Price. Refer to General Conditions Article 15.2.

SP-14. Project Construction Time Schedule_ADD01

- B. The Contractor shall prepare and submit a **detailed construction schedule within ten (10) calendar days of the Notice to Proceed**, incorporating the milestone sequence shown in the **attached Construction Milestone Schedule**, and demonstrating completion of the Work within the required **Contract Time**.

No.	Activity		From	To
1	Pre-Construction Meeting		November 10, 2026	November 10, 2026
2	Notice to Proceed Issued		December 3, 2026	December 3, 2026
3	Contractor Submit HVAC Submittals (equipment, controls, electrical, shop drawings, ,cranes etc.)		November 11, 2026	December 11, 2026
4	Mobilization & Site Setup		December 12, 2026	December 14, 2026
5	Phase 1 includes Buildings L		December 14, 2026	January 15, 2027
	5.1	Demolition of Existing HVAC Equipment	December 14, 2026	Dec. 17, 2026
	5.2	HVAC Equipment Installation and Associated Electrical Work	December 18, 2026	January 8, 2027
	5.3	Testing, Start-Up, and System Verification	January 9, 2027	January 12, 2027

	5.4	Punch List-Closeout& Project Completion	January 13, 2027	January 15, 2027
6	Phase 2 includes Building A1, G		January 16, 2027	February 19, 2027
	6.1	Demolition of Existing HVAC Equipment	January 16, 2027	January 19, 2027
	6.2	HVAC Equipment Installation and Associated Electrical Work	January 20, 2027	February 12, 2027
	6.3	Testing, Start-Up, and System Verification	February 13, 2027	February 16, 2027
	6.4	Phase 1 Punch List-Closeout - Buildings occupancy	February 17, 2027	February 19, 2027
7	Phase 3 includes Buildings P		February 20, 2027	March 26, 2027
	7.1	Demolition of Existing HVAC Equipment	February 20, 2027	February 23, 2027
	7.2	HVAC Equipment Installation and Associated Electrical Work	February 24, 2027	March 19, 2027
	7.3	Testing, Start-Up, and System Verification	March 20, 2027	March 23, 2027
	7.4	Phase 3 Punch List-Closeout - Building occupancy	March 24, 2027	March 26, 2027
	Substantial completion		March 27, 2027	April 2, 2027

The Construction Schedule provided herein is intended as a general guideline for sequencing and coordination of the Work. The District reserves the right to modify the phasing, sequencing, and scheduled work periods during construction as necessary to accommodate school operations and District requirements. The Contractor shall remain flexible and coordinate all schedule adjustments with the District.

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN THE

LYNWOOD UNIFIED SCHOOL DISTRICT

AND

LOS ANGELES AND ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

FOR

CONSTRUCTION, REPAIR, UPGRADE, RENOVATION,
MODERNIZATION, EXPANSION, REHABILITATION AND IMPROVEMENT WORK

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**LYNWOOD UNIFIED SCHOOL DISTRICT
COMMUNITY WORKFORCE AGREEMENT
FOR CONSTRUCTION, REPAIR, UPGRADE, RENOVATION,
MODERNIZATION, EXPANSION, REHABILITATION AND IMPROVEMENT WORK**

This Community Workforce Agreement (“Agreement”) is entered into by and among the Board of Education of the Lynwood Unified School District (“District”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the “Union” or “Unions”). This Agreement establishes the labor relations guidelines and procedures for the District and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

The Parties to this Agreement understand that if this Agreement is acceptable to the District, the policy of the District will be for Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “**Attachment A**”), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

The District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents and students of the District. The District shall therefore designate a “Community Workforce Coordinator,” either from its own staff or an independent entity acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

The term “Apprentice” as used in this Agreement shall mean 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.

The term “Contractor” as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

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

The term “Letter of Assent” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the Community Workforce Coordinator and the

Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as Attachment A.

The term "Project" or "Project Work" as used in this Agreement means the District's Construction, Repair, Upgrade, Renovation, Modernization, Expansion, Rehabilitation and Improvement work and new construction projects which exceed the thresholds set forth in Section 2.2 of this Agreement and are contracted out by the District.

The term "Master Labor Agreements" as used in this Agreement, means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

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

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement, except as may be required under Section 2.7.2.

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

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 1 INTENT AND PURPOSE

Section 1.1 Background: The District's new construction and major rehabilitation projects will affect the school buildings and offices that are owned, leased or controlled by the District. The goal of this Project is to provide new construction and rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to educate properly the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftsperson's, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents: The vast amount of new school construction, substantial rehabilitation, and capital improvement work scheduled to be performed by the District will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those District residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Community Workforce Coordinator, the District, the contractors, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Local and Small Business: The Project will provide many opportunities for local and small business enterprises to participate as contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the District, the Community Workforce Coordinator, and other organizations retained by the District for the purpose of encouraging and assisting the participation of local and small businesses in Project Work. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the Parties will attempt to ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of local and small businesses, and residents of the District.

Section 1.4 Project Cooperation: The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the parents and the students of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, all parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the parties recognize that an Act of God or on Act of War could require the District to partially or fully suspend Project Work. The parties shall fully cooperate with any request by the District to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

Section 1.5 Peaceful Resolution of All Disputes: In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Community Workforce Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the contractors agree not to engage in any lockout, or any other action impairing or impeding the Project Work.

Section 1.6 Binding Agreement on Parties: By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

Section 2.1 General: This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for construction or rehabilitation.

Section 2.2 Specific: The Project is defined and limited to:

2.2.1 All Project work pursuant to prime multi-trade construction contracts that exceed seven hundred fifty thousand dollars (\$750,000.00) and all subcontracts flowing from these prime multi-trade contracts; and;

2.2.2 All prime specialty contracts for Project Work that exceed two hundred twelve thousand five hundred dollars (\$212,500), and all subcontracts flowing from these specialty contracts.

2.2.3 The Parties understand that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered and that the District may at any time, and at its sole discretion, add additional projects under this Agreement not otherwise covered by this Agreement.

Section 2.3 Bundling of Contracts: The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to (i) utilize this Agreement as the Labor Relations Policy for its construction and rehabilitation program, and (ii) fully utilize the services of small and local business enterprises for such construction and rehabilitation work:

2.3.1 The District, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2.1 or 2.2.2 above. (Small contracts for like types of work, scheduled to be undertaken at the same school, in the same District or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

2.3.2 Project Work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Exclusions: Items specifically excluded from the Scope of this Agreement include the following:

2.4.1 Work of non-manual employees, including but not limited to: superintendents; administrators; teachers; supervisors; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

2.4.2 Equipment and machinery owned or controlled and operated by the District;

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

2.4.4 All employees of the District, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers ("Inspector") are a covered craft under the CWA. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor and Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA. Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

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

2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.7 It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed

under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident. The intent of Section 2.4.7 is to ensure that no warranty could be voided as a result of the labor obligations of this Agreement;

2.4.8 Non-construction support services contracted by the District, Community Workforce Coordinator, or Contractor in connection with this Project;

2.4.9 Off-site laboratory work for testing.

Section 2.5 Awarding of Contracts:

2.5.1 The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

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

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

Section 2.6 Coverage Exception: This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.7 Master Labor Agreements:

2.7.1 The provisions of this Agreement, including the Master Labor Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply 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 and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreements, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master Labor Agreements and not covered by this Agreement, the provisions of the Master Labor Agreements shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 9.

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory "Subscription Agreement" or "Participation Agreement" at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign such Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only: This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.9 Other District Work: This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to

prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability: It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Community Workforce Coordinator and/or any Contractor.

Section 2.11 Completed Project Work: As areas of Project Work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition: The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures:

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreements, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Community Workforce Coordinator and others designated by the District, to identify and refer competent

craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

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

3.3.4 The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when minors may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under California Educational Code section 45123. The Parties shall endeavor to employ persons under this Article in compliance with this policy, and the Contractors agree to remove such an individual in their employ from the particular Project site at the request of the District or the Community Workforce Coordinator.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting: The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability.

Section 3.5 Employment of District Area Residents:

3.5.1 The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of qualified area residents, as well as Veterans, regardless of their place of residence, to fulfill the requirements of the Employers. In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas ("Area Residents"), as well as Veterans and students which have graduated from the District, regardless of where they reside. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers:

(i) First, Area Residents residing in those first tier zip codes which cover the District service area, as reflected on the attached list of zip codes on Attachment B, as well as Veterans, students which have graduated from the District, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program ("MC3 Graduates"), regardless of where they reside;

(ii) If the Unions cannot provide the Employers in the attainment of a sufficient number of qualified workers from paragraph (i), above, the Unions will exert their best efforts to then recruit and identify for referral qualified workers residing within a ten (10) mile

radius from the District's headquarters, as reflected on the attached list of zip codes on "Attachment B."

(iii) If the Unions still have not provided the Employers in the attainment of a sufficient number of qualified workers from paragraphs (i) and (ii), above, the Unions will then exert their best efforts to recruit and identify for referral qualified workers residing within the remainder of the Counties of Los Angeles and Orange.

Qualified workers residing within any of these three (3) areas described above, as well as Veterans and student graduates, regardless of where they reside, shall be referred to as "Local Residents."

3.5.2 A goal of 30% of all of the labor and craft hours shall be from Local Residents described in 3.5.1, above. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as **Attachment "C."** When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. Work performed by residents of states other than California shall not be included in the calculation of the labor and craft positions for purposes of the percentage requirements set forth above.

3.5.3 The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this Local Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued.

3.5.4 Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.6 Helmets to Hardhats: The Employers and the Unions 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 employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and

employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.7 Core Employees:

3.7.1 Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors who are not directly signatory to a current Master Labor Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

3.7.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior four (4) years.

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

Section 3.8 Time for Referral: If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.9 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity

to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.10 Union Membership: Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers 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. Nothing in this Section 3.10 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.11 Individual Seniority: Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.13 District Security Requirements: The Parties are aware of the District's policy that Contractors and other employers shall not employ a person who would not be eligible for employment by the District under California Education Code, Section 45123. All persons working on Project Work, including all employees hired by a Contractor (or referred by a Signatory Union) to work on Project Work, shall be required to comply with all criminal background check certification requirements and policies of District for those persons who may come in contact with, or work in close proximity to, minors in the course of performing work on a Project. Contractors may refuse to employ any person who declines to comply with District's background check requirements or who is otherwise determined to be disqualified from participating in Project Work because of a disqualifying conviction. Similarly, District may ban or order the immediate removal of any person disqualified from working in the presence of, or in close proximity to, minors.

ARTICLE 4

UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards:

4.2.1 Each signatory 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.

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

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

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

Section 4.3 Steward Layoff/Discharge: The relevant 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 Labor 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 4.4 Employees on Non-Project Work: On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from paying all wages set forth in such Agreements.

Section 5.2 Benefits:

5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee authorized deductions in the amounts designated in the appropriate Master Labor Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the Master Labor Agreements are required to make all contributions set forth in those Master Labor Agreements without reference to the forgoing. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable Master Labor Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

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

5.2.3 Each Contractor and subcontractor is required to certify to the Community Workforce Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Community Workforce Coordinator, the Community Workforce Coordinator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums: Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws: The Parties agree that the Community Workforce Coordinator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Community Workforce Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6 WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity: The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall

incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing 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 Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the District or Contractors or subcontractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is subject to arbitration. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations: The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce: The District, the Community Workforce Coordinator, or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of Master Labor Agreements: If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

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

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

increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

6.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 6.4.1, above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 6.4.2, above. To decide between the two options, Contractors will be given one week after the particular labor 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 6.4.1 above, 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 option 6.4.2.

Section 6.5 No Lockouts: Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. 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 Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations:

6.6.1 If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Community Workforce Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

6.6.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Community Workforce Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The Community Workforce Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits:

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

6.7.1 fails to timely pay its weekly payroll; or

6.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless

a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and the District. Union will meet within the ten (10) day period to attempt to resolve the dispute.

6.7.3 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure: Any party, including the District, which is an intended beneficiary of this Article, or the Community Workforce Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1, 6.5 or Section 7.3 is alleged.

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

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

6.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

6.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 6.1, 6.5 or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

6.8.5 Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement 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 6.8(d) of this Article,

all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

6.8.6 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.

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

ARTICLE 7 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work: The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan: All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

Section 7.3 If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.4 No Work Disruption Over Jurisdiction: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.5 Pre-Job Conferences: As provided in Article 16, each Employer will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

Section 7.6 Resolution of Jurisdictional Disputes: If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8 MANAGEMENT RIGHTS

Section 8.1 Contractor Rights: The Contractors retain the full and exclusive authority for the management of their operations, as set forth in this Article, unless expressly limited or required by a specific provision of this Agreement or an applicable Master Labor Agreement. The Contractor's rights include, but are not limited to, the right to:

8.1.1 Plan, direct and control operations of all work;

8.1.2 Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

8.1.3 Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

8.1.4 Discharge, suspend or discipline their own employees for just cause;

8.1.5 Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

8.1.6 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 Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific District Rights: In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contractor Administrator on its behalf) include but are not limited to the right to:

8.2.1 Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

8.2.2 Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at particular locations;

8.2.3 At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Community Workforce Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of the applicable Master Labor Agreement);

8.2.4 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

8.2.5 Investigate and process complaints, through its Community Workforce Coordinator, in the matters set forth in Articles 6 and 9.

Section 8.3 Use of Materials: There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its Community Workforce Coordinator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties:

8.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree to install such equipment without incident.

8.4.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees 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.

8.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or 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 precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site:

9.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the Community Workforce Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

9.1.2 The Community Workforce Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, 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.

9.1.3 The Community Workforce Coordinator shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances: Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreements, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. **Employee Grievances:** When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the 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 Agreement alleged

to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

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

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

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Community Workforce Coordinator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Najeeb Khoury; (2) Andrea Dooley; (3) Fredric Horowitz; (4) Sara Adler; and (5) David Weinberg. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

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

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures: Procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice: The Community Workforce Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement) shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Community Workforce Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 10 REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws: The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Community Workforce Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance: The Parties agree that the District shall require, and that the Community Workforce Coordinator and Council shall monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Community Workforce Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Community Workforce Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance: The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Community Workforce Coordinator, who on its own, or with the assistance of the District's labor compliance program, shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 10.4 Violations of Law: Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 11.1 Safety:

11.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Community Workforce Coordinator or the Contractor. It is understood that employees have

an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

11.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Community Workforce Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

11.1.3 The Parties to this Agreement adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment "D,"** and which shall be the policy and procedure utilized under this Agreement.

Section 11.2 Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 11.3 Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 12 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 13 APPRENTICES

Section 13.1 Importance of Training: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the Community Workforce Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures

for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 13.2 Use of Apprentices:

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

13.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

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

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

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among Area Residents to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

14.1.1 Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

14.1.2 Work together to promptly develop at the outset of each Project procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft employees, and the securing of services of craft employees in sufficient numbers to meet the demand of the Project work undertaken; and

14.1.3 Work cooperatively with the District and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

14.1.4 Participate in District based job fairs, career days and outreach events; and

14.1.5 Provide speakers to speak at District programs and Academies as requested; and

14.1.6 Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

14.1.7 Allow tours of their JACs as requested; and

14.1.8 Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

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

ARTICLE 15 WORKING CONDITIONS

Section 15.1 Meal and Rest Periods: There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules: The District, the Community Workforce Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor

and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment: There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is in compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars: Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 16 PRE-JOB CONFERENCES

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

ARTICLE 17 LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee: The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

Section 17.2 Functions of Joint Committee: The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising

under Articles 6, 7 or 9 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The Community Workforce Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate. The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

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

ARTICLE 18 SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause: It is not the intention of the District, the Community Workforce Coordinator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement 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 Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement 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 Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders: The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 19 WAIVER

A waiver of or a failure to assert any provisions of this Agreement 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 Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20 AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 21 DURATION OF THE AGREEMENT

Section 21.1 Duration:

21.1.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for a period of five (5) years and shall continue in effect from year to year thereafter unless either Party provides written notice of its intent to terminate, sent no earlier than ninety (90) days or later than sixty (60) days prior to the termination date or successor termination date. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

21.1.2 This Agreement may be extended by mutual consent of the District and the Unions for such further periods as the Parties shall agree to.

Section 21.2 Turnover and Final Acceptance of Completed Work:

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

21.2.2 Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work

required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

LYNWOOD UNIFIED SCHOOL
DISTRICT

LOS COUNTIES ANGELES/ORANGE
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

By:  _____
Ernesto Medrano, Executive Secretary

Dated: _____

Dated: _____

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

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 District Council of Laborers
 Laborers (Local 300)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders (Local 1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 986)
 Western States Regional Council of Carpenters

DocuSigned by:
 Mike Patterson
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 DocuSigned by:
 Luis Miramontes
 93A5638E9B8E4BF...
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 Luis Aldaco
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 Ricardo Gonzalez
 9C20D8BFF7F442...
 DocuSigned by:
 Tony Garganiga
 41A8FAEAF17401...
 DocuSigned by:
 Ed Lann
 B569A3D2C62940C...
 DocuSigned by:
 Frankie Jimenez
 EEE642A5F04466...
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 K. R. H...
 CE412C426E8ACC...
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 Jon Priado
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 SERGIO RASCON
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 W. H. H...
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 Ernesto Toscano
 23763C55EA67401...
 DocuSigned by:
 Ben Clayton
 08F36A583F6494...
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 Ricardo Perez
 AC144FFD0F8F464...
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 Jeremy Diaz
 0A2D18A6E62474...
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 Todd Golden
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 Christian Betancourt
 4A53707B43143B...
 DocuSigned by:
 Jose Sanchez
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 Cliff Smith
 E607480009147F...
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 Steve Hinson
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 Caesar Bonas
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 Josh Raper
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LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 600)	_____
Electricians (Local 11)	_____
Elevator Constructors (Local 18)	_____
Gunitite Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
District Council of Laborers	_____
Laborers (Local 300)	_____
Laborers (Local 1184)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers Local 78)	_____
Pipe Trades (Sprinkler Fitters Local 709)	_____
Plasterers (Local 200)	_____
Plaster Tenders (Local 1414)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 105)	_____
Teamsters (Local 986)	_____
Western States Regional Council of Carpenters	_____

[Handwritten signatures in blue ink over the signature lines]

ATTACHMENT A
LETTER OF ASSENT

To be signed by all contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
Community Workforce Coordinator
C/O Lynwood Unified School District
11321 Bullis Rd.
Lynwood, CA 90262

Attn: _____

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Lynwood Unified School District Community Workforce Agreement effective _____, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

[Copies of this letter must be submitted to the Community Workforce Coordinator and to the Council per Section 2.5(b).]

ATTACHMENT B
Local Resident Zip Codes

(Tier 1)
DISTRICT SERVICE AREA ZIP CODES

90723	90280	90262
90222	90221	90059

(Tier 2)
TEN-MILE RADIUS FROM THE DISTRICT'S HEADQUARTERS ZIP CODES

90001	90003	90007
90002	90011	90012
90013	90014	90015
90017	90018	90021
90022	90023	90033
90044	90040	90043
90061	90047	90058
90071	90062	90063
90201	90079	90089
90241	90220	90240
90248	90242	90247
90255	90249	90250
90301	90260	90270
90304	90302	90303
90502	90305	90501
90640	90504	90506
90713	90706	90712
90747	90745	90746
90806	90755	90805
90810	90807	90808
91754		

(Tier 3)
THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY

91746	91208	91802
91077	90660	91804
91331	91105	91899
90605	90053	91896
90054	90602	91603
91745	91108	91610
90650	90604	91609
91604	90293	91612
91342	91207	91611
91102	90601	91615

93550	91109	91614
90803	90402	91617
93535	90398	91616
91335	90010	91618
93536	90212	91715
91706	93543	91714
90670	91024	91716
90606	91799	91734
91766	90659	91735
90055	90397	91747
90026	91399	91749
91402	90102	91756
90603	90665	91769
90037	90094	91771
91792	90077	91772
90731	90401	91346
91343	90211	91353
91114	91312	91357
90060	90056	91365
90019	91187	91372
91702	90888	91371
90004	93591	91376
91324	91020	91380
90042	91175	91382
91110	90715	91385
90006	93510	91386
90066	90290	91393
90813	90095	91392
90744	90612	91395
91406	91131	91394
93551	91191	91396
91770	93532	91404
91344	90704	91408
90070	92397	91407
91304	91186	91410
91801	91731	91412
91405	93553	91416
90714	93544	91413
92833	90067	91426
91303	90638	91470
91605	93243	91495
90034	91330	91482
91767	91008	91496
91316	91210	91116
90046	90822	90072
91115	91759	91384
91306	93563	91403

90065	90840	91411
90703	91608	90185
90057	90090	91390
91789	90831	91775
91352	90073	90404
90027	91188	90292
90074	91795	91106
91790	91797	90403
90032	90101	91201
90716	90103	90717
90005	90835	90272
90025	90834	91040
91367	90899	91011
90639	90510	91202
93534	93539	90068
91755	93599	90069
90016	90009	91118
90503	91748	90732
90075	90263	90076
90028	90844	91101
91765	91383	90845
90024	91409	91117
91311	90233	91497
90631	93584	91602
91732	93590	90254
90815	93586	90048
90701	90030	91388
91733	90507	90265
93552	90509	90210
90278	90508	90814
90050	90607	90174
90275	90609	91506
91016	90608	91501
91401	90610	91203
91606	90637	91361
91387	90041	91345
91350	90652	91204
90052	90651	91723
90045	90662	90245
91744	90661	91381
91355	90671	91356
91321	90702	90097
90802	90707	90232
91776	90711	91436
90505	90405	91841
90804	90733	90313
90036	90734	91502

90031	90749	90078
91711	90748	90080
91104	90801	90082
90277	90231	90081
91205	90239	90084
91001	90251	90083
90020	90261	90087
91325	90264	90086
90266	90267	90088
90049	90295	90093
91601	90294	90091
91326	90296	90096
91780	90307	90099
91340	90306	90189
91722	90309	90209
91006	90308	90202
91768	90311	90213
90230	90310	90223
90008	90312	90224
91773	90406	91778
91107	90408	91788
91750	90407	91793
91007	90410	90038
90039	90409	91740
91791	90411	91010
90710	90809	91354
90029	90833	91030
91505	90832	91741
91351	90842	90035
91803	90847	91103
91214	90846	91302
91423	90853	91042
91607	90848	90064
91724	90895	91364
91206	91003	91504
91046	91009	90291
91066	91012	90274
91043	91017	91301
91041	91023	91307
91031	91021	90051
91025		

ATTACHMENT C**LYNWOOD UNIFIED SCHOOL DISTRICT
CRAFT REQUEST FORM**

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

The Lynwood Unified School District Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from qualified workers: first, Area Residents residing in those first tier zip codes which cover the District service area, as reflected on the attached list of zip codes on Attachment B, as well as Veterans, MC3 Graduates, and students which have graduated from the District, regardless of where they reside, second, qualified workers residing within a ten (10) mile radius from the District's headquarters, as reflected on the attached list of zip codes on Attachment B, third, qualified workers residing in the remainder of the County of Los Angeles. For Dispatch purposes, employees residing within any of these three (3) areas, as well as Veterans, MC3 Graduates, and students which have graduated from the District, regardless of where they reside, shall be referred to as Local Residents.

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

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____

Cc: **Community Workforce** Coordinator

From: Company: _____ **Issued By:** _____

Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

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

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

Project Name: _____ **Site:** _____ **Address:** _____

Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____

Comment or Special Instructions: _____

UNION USE ONLY

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

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

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

ATTACHMENT D

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

(rev. December 2019)

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

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in 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 testing:
 - a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole

option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to 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 Employer 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. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

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 Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

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 pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

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

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

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

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

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

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

b. Jobsite testing cannot commence sooner than 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 a 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.

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

the employee from the jobsite.

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

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

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

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

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

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

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

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

APPENDIX A: 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 (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/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	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

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 benzoylecgonine):** 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 benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

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

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

All mechanical, plumbing, and electrical components shall be anchored and installed per the details on the DSA-approved construction documents. The following components shall be anchored or braced to meet the force and displacement requirements prescribed in the 2025 CBC Sections 1617A.1.18 through 1617A.1.26 and ASCE 7-22 Chapters 13, 26, and 30:

1. All permanent equipment and components.
2. Temporary, movable or mobile equipment that is permanently attached (e.g. hard wired) to the building utility services such as electricity, gas or water. "Permanently attached" shall include all electrical connections except plugs for 110/220 volt receptacles having a flexible cable.
3. Temporary, movable or mobile equipment which is heavier than 400 pounds or has a center of mass located 4 feet or more above the adjacent floor or roof level that directly support the component is required to be restrained in a manner approved by DSA.

The following mechanical and electrical components shall be positively attached to the structure but need not demonstrate design compliance with the references noted above. These components shall have flexible connections provided between the component and associated ductwork, piping, and conduit. Flexible connections must allow movement in both transverse and longitudinal directions:

- A. Components weighing less than 400 pounds and having a center of mass located 4 feet or less above the adjacent floor or roof level that directly support the component.
- B. Components weighing less than 20 pounds, or in the case of distributed systems, less than 5 pounds per foot, which are suspended from a roof or floor or hung from a wall.

The anchorage of all mechanical, electrical and plumbing components shall be subject to the approval of the design professional in general responsible charge or structural engineer delegated responsibility and acceptance by DSA. The project inspector will verify that all components and equipment have been anchored in accordance with the above requirements.

MEP Distribution System Bracing Note for Piping, Ductwork, and Electrical Conduit:

Piping, ductwork, and electrical distribution systems shall be braced to comply with the forces and displacements prescribed in ASCE 7 Section 13.3 as defined in ASCE 7 Sections 13.6.5, 13.6.6, 13.6.7, 13.6.8; and 2025 CBC, Sections 1617A.1.24, 1617A.1.25 and 1617A.1.26.

The method of showing bracing and attachments to the structure for the identified distribution system are as noted below. The MEP design professional engineer responsible for content on these sheets has verified that the design methods identified below are in accordance with DSA IR 16-13.

Mechanical Piping (MP), Mechanical Ducts (MD), Plumbing Piping (PP), Electrical Distribution Systems (E):

MP ☐ MD ☐ PP ☒ E ☐ Option 1: Project-Specific DesignMP ☐ MD ☐ PP ☐ E ☐ Option 2: Design Based on OSHPD OPM, Within Project SubmittalMP ☐ MD ☐ PP ☐ E ☐ Option 3: Design Based on OSHPD OPM, Deferred Submittal

BUILDING OCCUPANCY CLASSIFICATION:

THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE REQUIREMENTS OF:

CODES

2025 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24 CCR
2025 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 CCR
2025 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 CCR
2025 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 CCR
2025 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 CCR
2025 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 CCR
2025 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 CCR
2025 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR
2025 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
2025 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

CONTRACTOR SHALL VERIFY EXIST LOCATION OF EXISTING LINES, LATERALS AND WYES BEFORE STARTING. SHOULD IT BE NECESSARY TO REROUTE LINES DUE TO OBSTRUCTIONS FOUND, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE LINES AS FOUND, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE INSTALLING ANY WORK WHICH MAY BE AFFECTED.

2. OFFSET PIPES AS REQUIRED TO CLEAR MECHANICAL DUCTWORK.

3. SEAL AND FLASH ALL PENETRATIONS THROUGH ROOF WATERPROOF.

4. REFER TO MECHANICAL DRAWINGS FOR THE EXACT LOCATION OF ALL A.C. UNITS.

5. UNLESS OTHERWISE NOTED, ALL CONDENSATE DROPS SHALL BE CONCEALED IN WALLS.

6. THE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC TO THE EXTENT THAT ALL OFFSETS, BENDS, SPECIAL FITTINGS AND LOCATIONS ARE NOT EXACTLY LOCATED, THE CONTRACTOR SHALL LOCATE ALL OFFSETS, BENDS, AND SPECIAL FITTINGS TO SUIT JOB SITE CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AWARE OF ALL EXISTING CONDITIONS AND LOCATIONS OF ALL REQUIRED SPECIAL FITTINGS TO SUIT EXISTING CONDITIONS.

7. THIS CONTRACTOR SHALL COMPLY WITH ALL CONTRACT DOCUMENTS IN LAYING OUT HIS WORK AND EQUIPMENT. HE SHALL COORDINATE THE WORK OF THIS SECTION WITH THE WORK OF OTHER TRADES AND ALL JOB CONDITIONS.

8. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, CHARGES, AND INCIDENTAL COSTS NECESSARY FOR EXECUTION AND COMPLETION OF WORK, INCLUDING ALL CHARGES BY STATE, COUNTY AND LOCAL GOVERNMENT AGENCIES.

9. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL TRADES AT THE SITE. ANY COSTS TO INSTALL WORK TO ACCOMPLISH SAID COORDINATION WHICH DIFFERS FROM THAT SHOWN ON THE PLANS SHALL BE INCURRED BY THE CONTRACTOR. ANY DISCREPANCIES, AMBIGUITIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT DURING BID TIME FOR CLARIFICATION. ANY SUCH CONFLICTS NOT CLARIFIED PRIOR TO BID SHALL BE SUBJECT TO THE INTERPRETATION OF THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.

10. AFTER ALL REQUIREMENTS OF THE SPECIFICATIONS AND/OR THE DRAWINGS HAVE BEEN FULLY COMPLETED, REPRESENTATIVES OF THE OWNER WILL INSPECT THE WORK. THE CONTRACTOR SHALL PROVIDE COMPETENT PERSONNEL TO DEMONSTRATE THE OPERATION OF ANY ITEM OR SYSTEM. TO THE FULL SATISFACTION OF EACH REPRESENTATIVE. FINAL ACCEPTANCE OF THE WORK WILL BE MADE BY THE OWNER AFTER RECEIPT OF APPROVAL AND RECOMMENDATION OF ACCEPTANCE FROM EACH REPRESENTATIVE.

11. WHEREVER A DISCREPANCY IN QUANTITY OR SIZE OF MECHANICAL EQUIPMENT MATERIALS ARISING ON THE DRAWINGS AND/OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL AND SERVICES REQUIRED BY THE STRICTEST CONDITIONS NOTED ON DRAWINGS AND/OR IN THE SPECIFICATION TO ENSURE COMPLETE AND OPERABLE SYSTEMS.

12. ALL PIPING INSULATION AND SEALING MATERIALS SHALL HAVE FLAME SPREAD RATING NOT EXCEEDING 25 AND SMOKE DEVELOPED RATING NOT EXCEEDING 50.

13. BEFORE ORDERING ANY PIECE OF EQUIPMENT, THE CONTRACTOR SHALL PROVIDE EQUIPMENT SUBMITTALS, AND SHOP DRAWINGS WITH EQUIPMENT DIMENSIONS, AND SITE CLEARANCE AVAILABLE. WHERE REQUIRED BY SPACE LIMITATIONS HAVE UNITS SHIPPED IN SECTIONS.

14. ALL PIPE BRANCH CONNECTIONS SHALL OFF-SET. NO "BULL HEAD" CONNECTIONS WILL BE ALLOWED.

15. ALL EXISTING PLUMBING LINES SHOWN ARE TAKEN FROM EXISTING DRAWINGS WHICH HAVE BEEN APPROVED BY THE ARCHITECT. THE CONTRACTOR IS TO INCLUDE IN HIS BID TO PERFORM FIELD INVESTIGATION TO PIN POINT THE EXACT LOCATION AS REQUIRED FOR DEMOLITION OR MAKING NEW CONNECTION.

16. INTERRUPTION OF EXISTING SERVICES: THE CONTRACTOR'S ATTENTION IS CALLED TO THE PRESENCE OF EXISTING, CONDUIT, PIPING, ETC. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE PROPER AND APPROVED REPAIR OF ANY AND ALL DAMAGE BY HIS WORK CAUSED WORK TO EXISTING BUILDINGS, CONDUIT, PIPING, PLANTS, ETC. NEW WORK AND INSTALLATIONS SHALL BE MADE WITH MINIMAL INTERRUPTIONS OF SERVICES TO EXISTING BUILDINGS ANY INTERRUPTIONS REQUIRED SHALL BE CONSIDERED TO BE A MINOR INCONVENIENCE TO THE OWNER, AND AT TIMES AS APPROVED IN ADVANCE BY THE ARCHITECT. NEW WORK AND INSTALLATIONS SHALL NOT IMPAIR THE PROPER FUNCTIONING OF THE EXISTING FACILITY. THE COMPLETED WORK SHALL BE PROPERLY FUNCTIONING. THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS REQUIRED TO RELOCATE, REMOVE, REINSTALL, RECONNECT, REPLACE, ETC., ANY EXISTING PIPING TO ACCOMMODATE THE WORK. MATERIALS SHALL BE AS SPECIFIED. UNLESS OTHERWISE APPROVED IN WRITING BY THE ARCHITECT, CONTRACTOR SHALL INCLUDE IN HIS BID ANY EXTRA WORK REQUIRED TO MINIMIZE SHUTDOWN TIME.

17. WHERE EQUIPMENT IS NOTED AND/OR SHOWN TO BE REMOVED AND/OR RELOCATED, THIS REMOVAL AND/OR RELOCATION SHALL INCLUDE ALL PIPING, SUPPORT, TRIM, ETC. CONSIDERED TO BE A FUNCTIONING PART OF THE ITEM.

18. ALL EXISTING PIPING AND EQUIPMENT THAT IS REMOVED SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

19. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT THIS REQUIREMENT SHALL APPLY TO ALL SUBSISTERS, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.

20. CONTRACTOR SHALL PATCH AND REPAIR ALL EXISTING WALLS, FLOORS AND CEILING OPENED DURING CONSTRUCTION TO MATCH EXISTING.

21. ALL UTILITIES BEING REMOVED FOR THE PROJECT SHALL BE REMOVED BACK TO ITS SOURCE.

22. UNLESS SPECIFICALLY SHOWN ON THESE PLANS NO STRUCTURAL MEMBER SHALL BE CUT, DRILLED NOR NOTCHED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ARCHITECT. ENGINEER AND THE DISTRICT STRUCTURAL ENGINEER FROM THE DIVISION OF THE STATE ARCHITECT.

23. ALL PIPING AND RELATED VALVES AND FITTINGS TO BE DEMOLISHED SHALL BE DISPOSED AND REMOVED FROM THE PROJECT SITE.

24. ALL PIPING SHOWN TO BE DEMOLISHED AND/OR REMOVED SHALL BE CAPPED OFF AT THE POINT OF DEMOLITION AND CLEAR FROM INTERFERENCE FROM NEW WORK BEING INSTALLED.

25. ANY DISCREPANCIES ARISE BETWEEN THE PLUMBING DRAWINGS AND OTHER DISCIPLINES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID AND CONSTRUCTION.

26. PROVIDE INSULATION FOR ALL CONDENSATE DRAIN MINIMUM.

27. ALL CONDENSATE DRAIN PIPING SHALL SLOPE UPSET MINIMUM.

28. PAINT ALL EXTERIOR SURFACES WITH ANTER APPROVED COLOR TO MATCH EXISTING BUILDING COLOR. TYPICAL.

SYMBOL	ABBREVIATION	DESCRIPTION
	CW	COLD WATER
	CD	CONDENSATE DRAIN
	OCD	OVERFLOW CONDENSATE DRAIN
	TP	TRAP PRIMER
	G	GAS LINE
		DIRECTION OF FLOW
	SOV	SHUT-OFF VALVE
	SOV/GC	SHUT-OFF VALVE OR GAS COCK IN YARD BOX
	GC	GAS COCK
	BV	BALANCING VALVE
	FCO	FLOOR CLEANOUT
	WCO	CLEANOUT
		RISER UP
		RISER DOWN
	ABV	ABOVE
	BEL	BELOW
	CLG	CEILING
	CONT	CONTINUATION
	DN	DOWN
	EXIST	EXISTING
	FLR	FLOOR
	POC	POINT OF CONNECTION
		DEMOLITION KEYNOTE
		REMODEL KEYNOTE
		POINT OF DISCONNECT
	RT	REFRIGERANT TONNAGE

SERVICE	ABBR.	MATERIAL	SEAMLESS COPPER TUBING, TYPE D DRAWN EMPIR ASTM B88	COPIC SCH 40 PAINTED WITH UV PROTECTION	COPPER TYPE M 95% POLYMER	BLACK STEEL SCH 40	REMARKS
CONDENSATE DRAIN	(CD)	INDOOR		●			GRAVITY @ 1% SLOPE MIN. PROVIDE INSULATION FOR INDOOR PIPING. PAINTED W/ UV INHIBITOR FOR EXPOSED OUTDOOR PIPE.
GAS	(G)	OUTDOOR		●			
					●		

1	P-0.1	PLUMBING GENERAL NOTES AND LEGEND
2	PD-1.1	PLUMBING DEMO PLANS - BUILDING A1 (LIBRARY)
3	PD-1.2	PLUMBING DEMO PLANS - BUILDING G
4	PD-1.3	PLUMBING DEMO PLANS - BUILDING E
5	PD-1.4	PLUMBING DEMO PLANS - BUILDING F
6	PD-1.5	PLUMBING DEMO PLANS - BUILDING P
7	PD-1.6	PLUMBING DEMO FIRST FLOOR PLAN - BUILDING L
8	PD-1.6.1	PLUMBING DEMO SECOND FLOOR PLAN - BUILDING L
9	PD-1.6.2	PLUMBING DEMO ROOF PLAN - BUILDING L
10	P-1.1	PLUMBING REMODEL PLANS - BUILDING A1 (LIBRARY)
11	P-1.2	PLUMBING REMODEL PLANS - BUILDING G
12	P-1.3	PLUMBING REMODEL PLANS - BUILDING E
13	P-1.4	PLUMBING REMODEL PLANS - BUILDING F
14	P-1.5	PLUMBING REMODEL PLANS - BUILDING P
15	P-1.6	PLUMBING REMODEL FIRST FLOOR PLAN - BUILDING L
16	P-1.6.1	PLUMBING REMODEL SECOND FLOOR PLAN - BUILDING L
17	P-1.6.2	PLUMBING REMODEL ROOF PLAN - BUILDING L
18	P-4.1	PLUMBING DETAILS



STAMP



PROJECT NAME:

ABBOTT ELEMENTARY SCHOOL

5260 CLARK STREET
LYNWOOD, CA 90262

No.	Rev. Date	Description
△	09/04/2026	BACKCHECK PH 1
△		BIDDING ADDENDUM 1
△		
△		
JOB NO:		501-26-0032
DATE:		09/04/2026
DRAWN:		JE
CHECK:		HA
ARCHITECT:		PETRA
ENGINEER:		OED
DSA NUMBER:		03-126114
CONSULTANT		

STAMP

SHEET DESCRIPTION:
PLUMBING
GENERAL
NOTES &
LEGEND

SHEET NO:

P-0.1

PHYSICAL PROPERTIES

CODES & APPROVALS

MAINTENANCE

PRECAUTIONS

TECHNICAL SUPPORT

TremLastic S

PROPERTY	TYPICAL VALUE	TEST METHOD
Density	8.6 lb/gal (1,006 kg/m³)	ASTM D1475
Reduction by evaporation	50%	ASTM D2039
Elongation	1	ASTM D412
VOC	16 g/L	

CLASSIFIED

UL

US

FM

APPROVED

Your local Tremco Roofing representative can provide you with effective maintenance procedures, which may vary depending upon specific conditions. Periodic inspections, early repairs and preventive maintenance are all part of a sound roof program.

Users must read container labels and Safety Data Sheets for health and safety precautions prior to use.

Your local Tremco Representative, working with the Technical Service Staff, can help analyze conditions and needs to develop recommendations for special applications. The services of the Tremco Research Center, which has earned a unique reputation in weatherproofing technology, complement and extend the service of the Tremco Service Staff.

TREMCO

Roofing & Building Maintenance

www.tremcoroofing.com

2135 Green Road

Beachwood, Ohio 44122

1-800-652-6013

220 Wickwood Avenue

Tremco, Ontario, M4H 1G7

1-800-668-1979

Tremco Roofing and Building Maintenance is part of Tremco Construction Products Group.

REVISIONS

1

10/1/2017

Initial Release

REVISIONS

2

10/1/2017

Updated to include new product information

REVISIONS

3

10/1/2017

Updated to include new product information

REVISIONS

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10/1/2017

Updated to include new product information

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Updated to include new product information

APPLICATION CONTINUED

COVERAGE RATES

SPRAY EQUIPMENT RECOMMENDATIONS

TEMPERATURE RECOMMENDATIONS

CLEAN UP LIMITATIONS

Priming: Primers may be needed on specific substrates/surfaces prior to application. See the Roof Substrates/Surfaces Application Chart below for recommended primers.

Primer Name	BUR - Smooth	MB - Smooth	MB - Granule	Metal	Metal - Fluoropolymer Single-Ply	Structural Concrete	Walk	The Existing Coating/Systems
Primer Primer	SP Primer	SP Primer	SP Primer	NA	NA	NA	NA	NA
Primer Primer	10 gal (500 wet mil)	10 gal (500 wet mil)	10 gal (500 wet mil)	NA	NA	NA	NA	NA
Primer Primer	10 gal (500 wet mil)	10 gal (500 wet mil)	10 gal (500 wet mil)	NA	NA	NA	NA	NA

Note: Coverage rates are minimum recommended rates for specified system. The existing coatings/sealants require pull tests to determine adhesion and compatibility.

Review the appropriate product data sheets for specific product and application information.

Three-Course: 30-65 In ft/gal

Fully-Reinforced Field Applications: 4-5 gals/100 sq. ft. (64-80 wet mils)

Fully-Reinforced Flashing Applications: 2-1/2 gals/100 sq. ft. (40 wet mils)

Three-Course Applications: 30-65 In ft/gal

Rapid-Set ICE System: Apply TremLastic S at 4-5 gals/100 sq. ft. (64-80 wet mils). Immediately install Rapid-Set Reinforcing Fabric into the wet TremLastic S, rolling or brooming the fabric until it is free of wrinkles, voids, air pockets, etc. Once the installation is able to support foot traffic, apply the subsequent coats of ICE Coating directly to the Rapid-Set Reinforcing Fabric.

Permafab Fully-Reinforced Installations: Apply TremLastic S at 2 - 2 1/2 gals/100 sq. ft. (32-40 wet mils). Immediately install Permafab into the wet TremLastic S, rolling the fabric until it is free of wrinkles, voids, air pockets, etc. Immediately apply a second application of TremLastic S at 2 - 2 1/2 gals/100 sq. ft. (32-40 wet mils). Allow installation to cure prior to application of approved liquid applied products.

Reflective Top Coat Installations: TremLastic S must cure a minimum of 14 days prior to the direct application of water-based or acrylic liquid applied products. Once cured, prime TremLastic S with SP Primer and install the approved liquid applied product.

TremLastic S must cure a minimum of 30 days prior to the direct application of solvent-based liquid applied products. Once cured, prime TremLastic S with Tremprime QD and install the approved liquid applied product.

Weather and site conditions may effect the curing process and times.

General Guidelines

Component	Pressure	Tip Size	Flow Rate	Filter	Noise Type	WSP	Product Temp
One Component	100 psi	3/64 - 5/32	1 - 1 1/2 gpm	None	High Pressure	30/High Pressure	Ambient

- Must use heavy-duty or industrial grade spray tips
- Properly clean and maintain spray equipment before, during and after use
- Equipment should be properly grounded during use

Minimum application temperatures must be 50°F and rising.

Do not apply when:

- Dew point is within 5°F (2.77°C) of ambient temperatures
- Precipitation, fog, or dew is imminent prior to cure of the product
- Freezing temperatures are expected prior to cure of the product

Soap & Water

- Not recommended for use over the following:
 - Roof Decks: Cementitious wood fiber, metal, poured-in-place gypsum, structural lightweight or lightweight insulating concrete, and wood decks (includes plywood, tongue and groove, etc.)
- Products/Systems: Asphalt-based or coal tar gravel surfaced BUR systems, clay tile, expanded or extruded polystyrene insulation, metal roofing panels, fluoropolymer finished metal, shingles, silicone-based products, and tar-based products.
- Not for use under continuous immersion

DESCRIPTION

BASIC USES

PACKAGING

COLOR

GRADE

STORAGE

APPLICATION

TremLastic S

A high performance, non-fibered, rubberized asphalt emulsion

FEATURES

Reflective Top Coat Options

BENEFITS

Reflective Top Coat Options

TremLastic S is a water-based, low odor, non-fibered, neoprene rubber modified asphalt emulsion.

TremLastic S is applied to new and existing smooth asphalt BUR and MB roof surfaces. TremLastic S can be used as a detailing product for our Alumination 301, Solargard 6083, and ICE Coating restoration systems. It can also be utilized to provide a smooth surface for surfacing applications of Alumination 301, Polarcote FR, and ICE Coating on new BUR and MB roof system installations. TremLastic S is the recommended product for use in the Rapid-Set ICE system as a ply adhesive for Tremco's Rapid Set Reinforcing Fabric.

5 gal (18.9 L) pail, 53 gal (200.6 L) lined drum

Black

Brush, Roller, Spray

12 months shelf life in unopened containers when properly stored.

DO NOT FREEZE

Recommended storage conditions are indoors in a ventilated, dry area removed from heat, open flame, ignition sources, and direct sunlight. Storage temperatures should range from 60-70°F (15-21°C) and must not drop below 32°F (0°C) or exceed 110°F (43°C).

On the job site, materials should remain on the pallet until use and be stored in a shaded, ventilated area. Materials should be covered with a light-colored, reflective tarp for protection against the elements. Allow for adequate air flow inside the pallets.

Shelf life could be affected if the product is not stored properly.

Surface Preparation: Surface must be clean, dry, in sound condition, and free of dirt, debris, and contaminants. Rust must be abraded until it no longer exhibits flaking or chalking. Wet insulation must be identified and replaced. Deficient areas of existing system must be repaired. All repairs should be made with like materials matching the existing components and allowed to properly cure prior to application of liquid-applied products.

If the surface has a pre-existing coating, paint or sealant, please contact Tremco Roofing for adhesion/compatibility testing and surface preparation recommendations.

Mixing:
Pails: Use a heavy duty corded power drill with Jiffy Mixer mixing blade. Mix until product is consistent in appearance and viscosity. Do not thin.
Drums: Use industrial drum mixing equipment to mechanically mix each container. Mix until product is consistent in appearance and viscosity. Do not thin.

SCALE

NONE

4

FLASHING WOOD DECK

FLASHING METAL DECK

FLASHING CONCRETE DECK

KEY NOTES

06 WoodDeck

09 Roof Structure

23 Polyisocyanurate Insulation (Adhered)

28 Cover Board (Adhered)

31 Base Sheet(Adhered)

34 Vapor Barrier (Optional)

36 Base Sheet Liner

52 Emulsion

62 Rapid set polyester

72 Approved coating

91 Wood Blocking

95 Cant Strip

96 Metal Cap

97 Wood Curb Assembly

TREMCO

Roofing & Building Maintenance

SHEET TITLE:

AlphaGuard® BIO Plus Wood Curb Detail, Wood Deck

SCALE:

NTS

DRAWING No:

DWG NO. 23134

2021

KEY NOTES

01 Metal Deck

08 Roof Structure

23 Polyisocyanurate Insulation (Adhered)

28 Cover Board (Adhered)

31 Base Sheet (Adhered)

36 Base Sheet Liner

52 Emulsion

62 Rapid set polyester

72 Approved coating

91 Wood Blocking

95 Cant Strip

96 Metal Cap

97 Wood Curb Assembly

TREMCO

Roofing & Building Maintenance

SHEET TITLE:

Flashing Wood Curb Detail, Metal Deck

SCALE:

NTS

2021

KEY NOTES

02 Structural Concrete Deck

21 Polyisocyanurate Insulation (Adhered)

28 Cover Board (Adhered)

31 Base Sheet (Adhered)

36 Base Sheet Liner

52 Emulsion

62 Rapid set polyester

72 Approved coating

91 Wood Blocking

95 Cant Strip

96 Metal Cap

97 Wood Curb Assembly

TREMCO

Roofing & Building Maintenance

SHEET TITLE:

Flashing Wood Curb Detail, Structural Concrete Deck

SCALE:

NTS

2021

AGENCY APPROVAL

STAMP

PROJECT NAME:

ABBOTT ELEMENTARY SCHOOL

5260 CLARK STREET

LYNWOOD, CA 90262

SHEET DESCRIPTION:

MECHANICAL DETAILS

SHEET NO.

M-4.2

oed optimum energy design

Consulting Engineers

5200 E. La Palma Ave

Anaheim, CA 92807

Telephone (714) 693-2277

RECEIVED PROFESSIONAL SEAL

REGISTERED PROFESSIONAL ENGINEER

NO. M2503

EXPIRATION DATE 6/30/27

MECHANICAL

STATE OF CALIFORNIA

NO.

REV. DATE

DESCRIPTION

09/04/2026

BACKCHECK PH 1

BIDDING ADDENDUM 1

JOB NO:

501-26-0032

DATE:

09/04/2026

DRAWN:

VZ

CHECK:

ZF

ARCHITECT:

PETRA

ENGINEER:

OED

DSA NUMBER:

03-126114

CONSULTANT

STAMP

SCALE

NONE

1