



AGENDA

**WASTEWATER SUBCOMMITTEE
JANUARY 7, 2016 8:30 A.M.
HERCULES CITY HALL, COUNCIL CHAMBERS
111 CIVIC DRIVE
HERCULES, CA 94547**

- I. CALL TO ORDER-PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. INTRODUCTIONS**
- IV. APPROVAL OF MINUTES FROM NOVEMBER 5, 2015**
- V. CITIZENS TO BE HEARD-FOR ITEMS NOT ON THE AGENDA**
- VI. REPORT ON THE PROJECT BID OPENING (MIKE WARRINER)**
 - a. Receive a verbal update on the Bid Opening including the number of Bids received and the associated cost estimates
- VII. PROPOSED MODIFICATIONS TO THE CAROLLO CONTRACT**
 - a. Costs related to Carollo providing Project Management Services
 - b. Costs related to Administration of the Project Labor Agreement
- VIII. WESTERN WATER "INFORMAL" PROTEST OF BID PROCEDURE**
- IX. UPDATE OF THE PROJECT TIME FRAME**

X. STATUS OF THE REVOLVING LOAN (HECTOR DE LA ROSA)

- a. Receive a Verbal Update on the State Water Resources Control Board Loan

XI. OPERATIONS REPORT FROM THE PLANT MANAGER (RON TOBEY)

XII. ADJOURN TO THE NEXT REGULAR SUB-COMMITTEE FEBRUARY 4, 2016 IN PINOLE

**PINOLE / HERCULES
Wastewater Subcommittee**

**Draft Minutes prepared by: Anita Tucci-Smith
November 5, 2015
8:30 A.M.**

The regular meeting was hosted by the City of Pinole in the Council Chambers of City Hall.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Debbie Long, Councilmember, City of Pinole, called the meeting to order at 8:37 A.M.

2. ROLL CALL

Subcommittee Members Present:

Debbie Long, Councilmember, City of Pinole
Sherry McCoy, Mayor, City of Hercules
Dan Romero, Vice Mayor, City of Hercules

Subcommittee Members Absent:

Tim Banuelos, Councilmember, City of Pinole

Staff Present:

Belinda Espinosa, City Manager, Pinole
Hector De La Rosa, Assistant City Manager, Pinole
Al Petri, Interim Director of Public Works, Pinole
Ron Tobey, Plant Operations Manager, Pinole
David Biggs, City Manager, Hercules
Mike Roberts, Public Works Director/City Engineer, Hercules

Members of the Public:

Anthony Gutierrez, Pinole
Kari Larsen
James Tillman, Wastewater Advocate, Pinole
Mike Warriner, Carollo Engineers

3. INTRODUCTIONS

4. APPROVAL OF DRAFT MINUTES FROM AUGUST 6, 2015 MEETING

Action: Motion by Hercules Mayor McCoy, seconded by Hercules Vice Mayor Romero to approve the minutes of the August 6, 2015 meeting, as submitted, carried by the following vote:

Ayes: McCoy, Romero, Long
Noes: None
Abstain: None
Absent: Banuelos

5. CITIZENS TO BE HEARD – FOR ITEMS NOT ON THE AGENDA

Jim Tillman, Pinole, asked about the schedule for the construction of the Corporation Yard, the general cost, and the overall timeline related to the upgrade.

Belinda Espinosa, City Manager, Pinole, advised that the City was going out to bid for that project and bids would be opened on November 18, 2015, with a hoped for award of bid in December, and with the building expected to be ready by mid-February 2016. She clarified that the current Corporation Yard would not be replaced. A Butler building would be purchased for dry storage for the Public Works Department.

Hector De La Rosa, Assistant City Manager, Pinole, added that the referenced property was Redevelopment Agency property and the project had been deferred pending the issuance of the Long-Range Property Management Plan expected to be approved by the end of the month, after which the construction of the Butler building could commence.

6. PROJECT UPDATE

- a. Receive a Verbal Update on the Project Schedule, Status of the Plans, and Specifications (Mike Warriner – Carollo)

Mike Warriner, Carollo Engineers, the Project Manager, reported that the project had gone out to bid in October after a prequalification process when ten bidders had been prequalified for the project. Mandatory job work had been held on October 22, 2015 at the Wastewater Treatment Plant when eight of the ten bidders had participated. Two of the bidders had declined to bid at this time due to other commitments. As a result, there were now eight prequalified bidders involved. The current process involved receiving questions from the bidders; some technical, some seeking clarification. The first addenda had been issued and second addenda would go out next week. There was a deadline of November 25, 2015 for the submittal of all questions, and on December 1, 2015 the last addenda was expected to be issued for the opening of bids on December 10, 2015 at 2:00 P.M.

After the opening of bids, **Mr. Warriner** reported that the most responsible and responsive low bid contractor would be selected and the entire bid package would be submitted to the State Revolving Loan Fund for approval, after which an award of bid and Notice to Proceed would be issued. He estimated construction would begin in March 2016, and the work would be completed by October 2018.

Mr. Warriner explained, when asked, that his concern for project slippage was only due to unknown field conditions or weather. He emphasized that everything had been carefully vetted. As to whether an updated timeline would be provided after the award of contract, he advised that once the low bid had been submitted a preliminary baseline schedule would have to be provided to show the schedule for that plan, which could be expected by February 2016.

PUBLIC COMMENTS

Jim Tillman, Pinole, asked how the permit would be affected if there were delays to 2020 or potentially farther out, and whether there was any contingency for the ratepayers for any fines and fees associated with potential delays.

Ms. Espinosa explained that the City was in constant contact with the Regional Water Quality Control Board (RWQCB) and there was no concern with fines at this time. She suggested if there was a delay, the new permit would have revised milestones based on the status of the project in 2017 when starting the renewal process for another five-year permit.

Anthony Gutierrez, Pinole, asked how often project meetings would be held and whether that schedule would be made available on a weekly or bi-weekly basis to advise the public of the status of the project.

In response, **Mr. Warriner** stated that there would be weekly progress meetings with the contractor and meetings with the Plant Operations Manager to make sure that everything was being covered. As far as updates to the community, he was open to whatever the cities wanted.

The Board recommended that updates be provided as part of the regular City Manager updates on a weekly or bi-weekly basis, and that the citizenry of both cities be kept apprised of the timelines.

Mr. Warriner explained that the contract required a monthly update, to be submitted to the City, which would include the status of the schedule, the status of any change orders on the project, a summary of the work to date, and projections of billings for the project. In addition, the contract required the contractor to provide a master schedule update every month, and the gains and

losses would be identified in those reports.

In response to **Hercules Vice Mayor Dan Romero**, who suggested there had been a six-month delay in the schedule identified in December 2014, **Mr. De La Rosa** explained that the permitting agency controlled when the construction had to be started and completed. The realistic dates were not what the State had provided but more the construction timeframe based on experience.

Ms. Espinosa also explained that the project had started five to six years ago and the closer to award of bid, the more realistic the timelines would be. She described the goal as 900 days on the project; the Wastewater Subcommittee had been kept up-to-date every step of the way; and the State was very aware of what the City was doing and would be more than willing to revise the milestones.

Pinole Chair Long referenced the discussion of meeting with the neighborhoods so that people could express their concern for construction related issues, such as safety, and parking in the neighborhood. She sought a date between January and February to notify neighbors within proximity of the Wastewater Treatment Plant through a mailing. She wanted to identify preferences for a parking plan, with the plan to be returned to the Wastewater Subcommittee.

Mr. Warriner advised that the selected contractor would be required to submit a site specific safety manual that would list all of the company procedures for accidents and other incidents that may occur at the site, and would have to conduct a Site Hazardous Analysis to identify the different hazards and incorporate that into the manual, along with all the training certifications of the individuals and a list of the competent personnel, their incident command, and identify emergency evacuation routes and the like that had been written into the contract. He affirmed that there were on-line training systems. When asked, he stated that a copy of the manual could be provided to the Fire Department along with a copy of any compounds that the contractor would bring onto the site.

With respect to parking, **Ms. Espinosa** stated that the specifications had identified a staging area and limited parking, and beyond that the contractor would need to put together a parking plan that worked for all individuals.

Mr. Warriner stated that he would look into the parking plan and report out. He added that the contractor would provide gang boxes to store tools and materials at the site during the construction process.

- b. Receive a Verbal Update on the State Water Resources Control Board (Hector De La Rosa)

Mr. De La Rosa reported that the general information, technical and environmental information submitted for approval had been completed and the

financial was now being routed to two other supervisors who needed to approve the document prior to final approval.

Mr. De La Rosa also reported that the financials were reportedly stable and it was clear that each city was eligible for the \$24 million requested. He noted there had been some internal changes in the department that had delayed the process somewhat. The next process would be the legal process for preliminary approval, which would be negotiated with the city attorneys and the State, which could take some time to complete although he had been advised that the State understood the timelines and would try to get approval of all the documents prior to the award of contract. He had asked, and had yet to be provided, a range of how much could be borrowed beyond the projected \$48 million, should that become necessary.

Anthony Gutierrez, Pinole, questioned whether the Revolving Loan Fund could be impacted by the Long-Range Property Management Plan.

Mr. De La Rosa reported that there would be no impact from the Long-Range Property Management Plan. He emphasized that the City was working with the State and there had been no indication that the City was in default with any other agency.

7. **OPERATIONS REPORT FROM THE PLANT MANAGER (Ron Tobey)**

Ron Tobey, Plant Operations Manager, Pinole, provided an update from what he had provided at the last meeting on a reuse, recycle, conservation, and water recycling program at the plant. He reported that with the installation of recycle filters and limiting the use of water from the East Bay Municipal Utility District (EBMUD), the City had gone from using 13,000 gallons of EBMUD water a day to 2,500 gallons a day, reducing the cost from \$6,000 per cycle to \$1,200.

8. **DISCUSS NEED FOR DECEMBER MEETING**

Given that the bids would be opened on December 10, and the contract would be awarded in March, after which it would have to be submitted to the State, the Board saw no need for a December meeting. The Board scheduled the next meeting for January 21, 2016, when a process update was requested.

Pinole Chair Long took this opportunity to introduce the Interim Public Works Director Al Petri, who had replaced former Public Works Director Dean Allison who had retired. She also reported that Belinda Espinosa would be retiring at the end of December. The new Pinole City Manager would be Michelle Fitzer.

9. **ADJOURNMENT**

The meeting adjourned at approximately 9:30 A.M. to a regular meeting

scheduled for Thursday, January 21, 2016 at 8:30 A.M. in the City of Hercules.

Pinole-Hercules Water Pollution Control Plant Project Update

Pinole-Hercules Wastewater Subcommittee Meeting
January 7, 2016

Project was issued for bid in October 2015

- **Ten Bidders were Pre-Qualified for the Project**
 - Monterey Mechanical
 - Overaa Construction
 - Walsh Construction
 - Flatiron Corporation
 - PCL Construction
 - Kiewit
 - Shimmick Construction
 - Western Water Constructors
 - W. M. Lyles
 - GSE Construction

A mandatory job walk was held on October 22nd

- Eight of the ten bidders were present for the mandatory job walk:
 - Monterey Mechanical
 - Overaa Construction
 - Walsh Construction
 - Flatiron Corporation
 - Kiewit
 - Shimmick Construction
 - Western Water Constructors
 - W. M. Lyles

Bids were received and opened on December 10, 2015

Two of the eight remaining qualified firms submitted bids:

- Kiewit
- Overaa Construction

Bid results

	Engineer's Estimate	Klewit	Overaa Construction
Bid Item 1: Mobilization and Demobilization	\$ 1,200,000	\$ 4,200,000	\$ 1,000,000
Bid Item 2: Sheeting, shoring, and bracing	\$ 1,500,000	\$ 1,200,000	\$ 3,500,000
Bid Item 3: Headworks facility	\$ 6,819,000	\$ 4,800,000	\$ 2,500,000
Bid Item 4: Electrical and controls	\$ 1,449,000	\$ 3,000,000	\$ 8,000,000
Bid Item 5: Secondary Treatment	\$ 16,124,000	\$ 13,225,000	\$ 3,000,000
Bid Item 6: Chlorine disinfection	\$ 3,595,000	\$ 6,000,000	\$ 1,000,000
Bid Item 7: Effluent pump station	\$ 1,383,000	\$ 3,000,000	\$ 1,500,000
Bid Item 8: Solids handling	\$ 6,230,000	\$ 6,000,000	\$ 3,000,000
Bid Item 9: Outfall	\$ 50,000	\$ 40,000	\$ 1,500,000
Bid Item 10: All other work	\$ 1,500,000	\$ 1,500,000	\$ 23,558,000
Subtotal	\$ 39,850,000	\$ 42,965,000	\$ 48,558,000
Contractor claimed "additional" insurance to meet bid requirements		\$ 178,000	\$
TOTAL BID	\$ 39,850,000	\$ 43,143,000	\$ 48,558,000

Responses from firms not bidding

All eight prequalified firms were contacted the week prior to bidding and again during bid week.

- Four firms indicated that they were bidding
- Four firms indicated that they would not submit a bid
- Two of the firms planning to submit a bid dropped out during bid week.

Reasons for not bidding

- Inability to commit required personnel listed in pre-qualification documents
- Time frame conflict with other projects
- Other bid opportunities with perceived higher win possibility
- Prefer work without Project Labor Agreements

Reasons for Cost Differential from Engineer's Estimate

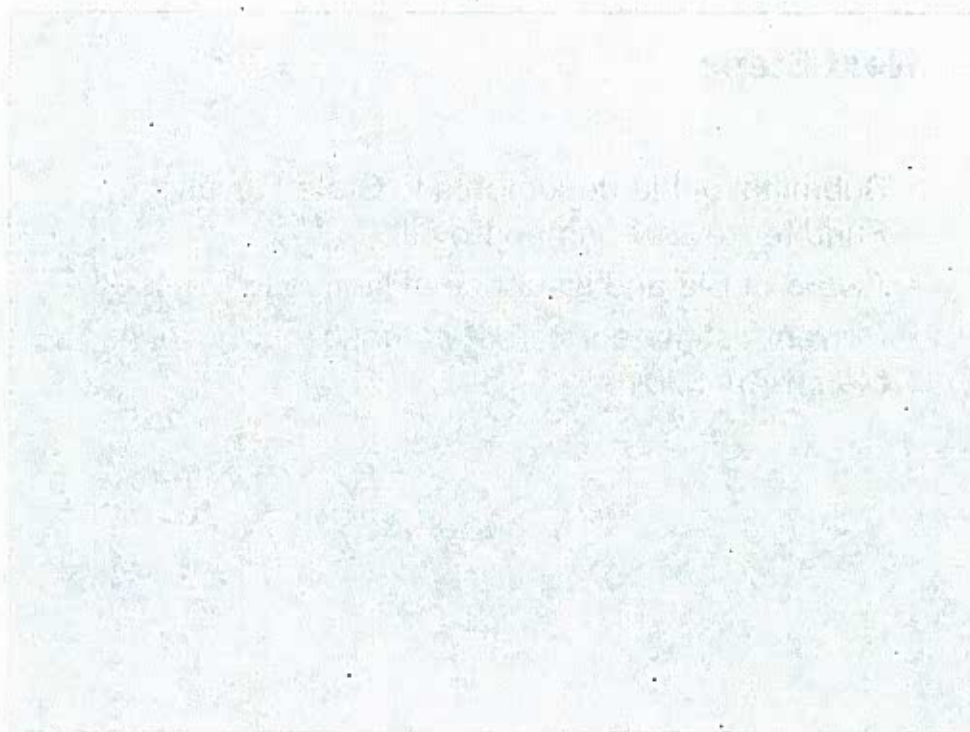
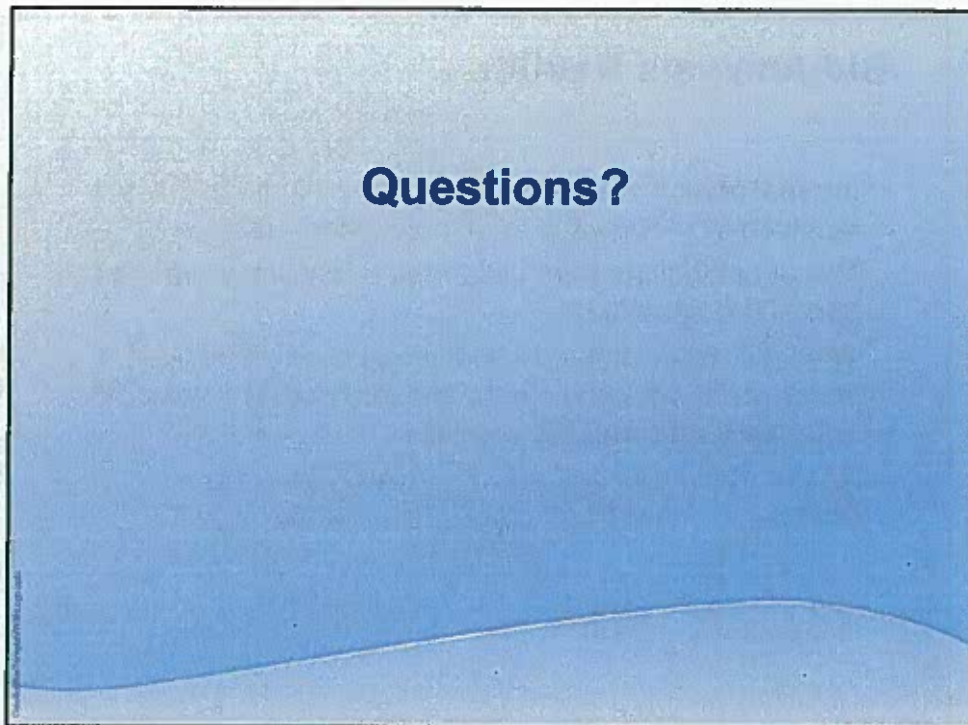
- Tight site with minimal adjacent laydown areas available.
- Project sequencing and restrictions.
- Specified equipment was more expensive than some alternatives.
- Letter from United Association Local Union 159 to bidders listing practice area agreements that no longer apply.
- Project labor agreement compliance requirements

Bid Analysis Results

- Internal review of bids has determined that the low bid received from Kiewit is responsible and responsive
- The additional insurance claimed by Kiewit is required as part of the base bid.
- The letter from United Association Local Union 159 increased the base bid submitted by both firms but did not create an unfair bid condition
- Recommend proceeding with award of the Water Pollution Control Plant Upgrade Project to Kiewit

Next Steps

- Submittal of bid documents to State Revolving Fund for review and approval.
- Award of Bid and issuance of Notice to Proceed.
- Current estimated start of actual construction is March-April 2016.



HEM VII
A & B

Task One: 65% Review

Name	Title	Hours	Hourly Rate	Extension	Expended to date
Andre Gharagozian	Civil and Process	80	\$ 244	\$ 19,520	
Structural		8	\$ 244	\$ 1,952	
Electrical and Instrumentation		8	\$ 244	\$ 1,952	
Mark Wing	Resident Project Representative	40	\$ 168	\$ 6,720	
Other Direct Costs				\$ 860	
Subtotal				\$ 31,104	\$ 31,104.00

Task Two: 90% Review

Name	Title	Hours	Hourly Rate	Extension	Expended to date
Andre Gharagozian	Civil and Process	65	\$ 244	\$ 15,860	
Structural		77	\$ 244	\$ 18,788	
Electrical and Instrumentation		85	\$ 244	\$ 20,740	
Mark Wing	Resident Project Representative	10	\$ 168	\$ 1,680	
Other Direct Costs				\$ 2,270	
Subtotal				\$ 59,338	\$ 59,338.00

Task Three: Services During Advertising

Name	Title	Hours	Hourly Rate	Extension	Expended to date
Mike Warriner	Construction Management	24	\$ 205	\$ 4,920	
To be named	Clerical	10	\$ 102	\$ 1,020	
Other Direct Costs				\$ 340	
Subtotal				\$ 6,280	\$ 14,133.79

Task Four: Services During Construction

Name	Title	Hours	Hourly Rate	Extension	Expended to date
Mike Warriner	Construction Management	1332	\$ 205	\$ 273,060	
Mark Wing	Resident Project Representative	3953	\$ 168	\$ 664,104	
Bob Carlton	Inspector	3968	\$ 139	\$ 537,652	
Mike Dekuna	Electrical Inspector	1360	\$ 154	\$ 209,440	
To be named	Field Representative (as needed)	1000	\$ 139	\$ 139,000	
To be named	Field Clerk	398	\$ 112	\$ 44,576	
Labor Escalation During Construction				\$ 58,030	
EADOC web-based documentation				\$ 31,500	
Subtotal				\$ 1,955,362	\$ 100,000

Allowance for material testing

Grand Total \$ 2,162,084 \$ 114,162.84 Total expended through 10/31

Task Five: Extension from 24 to 30 Months and Increase for CIM to handle PW Director duties

Name	Title	Hours	Hourly Rate	Extension
Mike Warriner	Construction Management	670	\$ 205	\$ 137,350
Mark Wing	Resident Project Representative	1020	\$ 168	\$ 171,360
Bob Carlton	Inspector	1104	\$ 139	\$ 153,456
Mike Dekuna	Electrical Inspector	690	\$ 154	\$ 104,720
To be named	Field Representative (as needed)		\$ 139	\$ -
To be named	Field Clerk	100	\$ 112	\$ 11,200
Labor Escalation During Construction				\$ 77,573
EADOC web-based documentation				\$ -
Subtotal				\$ 655,659

Task Six: Costs to Administer the PLA

Name	Title	Hours	Hourly Rate	Extension
Mike Warriner	Construction Management	480	\$ 205	\$ 98,400
Mark Wing	Resident Project Representative		\$ 168	\$ -
Bob Carlton	Inspector		\$ 139	\$ -
Mike Dekuna	Electrical Inspector		\$ 154	\$ -
To be named	Field Representative (as needed)		\$ 139	\$ -
To be named	Field Clerk	1668	\$ 112	\$ 186,816
Labor Escalation During Construction				\$ 42,889
EADOC web-based documentation				\$ -
Subtotal				\$ 328,105

Total Contract Amendment \$ 983,764

Scope of Work

The Cities of Pinole and Hercules (the Parties) are entering into a financial contract in order to jointly fund the upgrades of the Pinole-Hercules Water Pollution Control Plant (WPCP). The agreement establishes the basis for sharing costs, administering the payments for the project contractor, and submitting reimbursement payment requests to the Clean Water State Revolving Fund (SRF). Additionally, in the event that SRF funding is not approved by the State, then the two agencies will seek alternative financing in order to proceed with the project as quickly as feasible to meet the requirements of the wastewater permit.

The Parties would like to engage a Third Party Fiscal Administrator to manage the Project Account process during construction and until final completion of the project to assure financial responsibility and accountability. Carollo is pleased to serve in this capacity, building from the work and knowledge as the designated Construction Manager for the delivery of the WPCP system upgrades.

Fiscal Agent Support -

Following the issuance of the SRF loan, Carollo could continue to assist the Parties with ongoing project accounting and SRF loan compliance requirements. As the Parties are successful in securing a State Revolving Fund loan, Carollo will project upfront capital contributions and submit reimbursement requests to the State. As the Parties utilize traditional bond financing, Carollo will perform the independent project accounting and submit draws on bond proceeds. This process will be closely coordinated with the construction management group, accounting for monthly cash flow expenditures and projections.

Fiscal Agent Administration -

As specifically requested by the Parties, Carollo will administer and manage the Project Account during construction and until final completion of the project to assure financial responsibility and accountability. As the Fiscal Agent, Carollo's duties will include:

- (a) project administration and financial management for the Parties through completion of the Project;
- (b) processing, overseeing, and paying ordering payment of (by the "Paying Agent") all invoices after review and approval by both cities pursuant to Section 9(i);
- (c) completing and submitting all "request for reimbursement" forms to the SRF for the draw-down of loan proceeds for both cities from the SRF loans
- (d) monitoring the cash balances in the Project Account to assure that adequate cash is available for the timely payment of invoices;
- (e) notifying each city when there is not sufficient cash available on the project account or if a foreseeable shortfall will occur;
- (f) providing both cities with a monthly statement of cash balances, invoices paid and outstanding, reimbursements made or outstanding, and retention monies.

In the process of these duties, Carollo will complete and file with the SRF all request for reimbursement forms for each Party and will provide both Parties through its designee, three (3) business days to review, comment and approve the form prior to submitting the form to SRF. As specified in the Third Party Fiscal Agreement entered into by the Parties, if either city does not respond within three (3) business days, the request for reimbursement will be deemed approved for submittal to SRF.

At the completion of the project, Carollo will provide an analysis comparing the payment of the Project Costs with the actual Project Costs paid by each agency. Both Parties shall be provided thirty (30) days to review and approve calculation of and true-up for Project Costs. Any overpayments for either Party will be credited or debited appropriately to each agency.

Carollo shall complete the services required herein as the City's "Fiscal Administrator." Carollo's services do not include and/or assume that Carollo is serving as the City's agent or fiduciary, and Carollo shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever.

Proposed Budget

Carollo proposes to conduct the scope of work outline above at a cost of \$196,876 based on a 24 month construction period. All work will be performed on a time and materials basis.

Task	Project Director	Accounting Administrator	Administration/Word Processing	Labor Cost	Expenses	Total
1) Fiscal Project Set-Up (SRF and Paying Agent)	32.0	12.0	-	\$ 10,580	\$ 100	\$ 10,680
2) Monthly Payment Administration & Quarterly Reporting	48.0	768.0	192.0	168,432	300	168,732
3) Project Close Out & Final Documentation	40.0	24.0	24.0	17,464	-	17,464
Total	120.0	804.0	216.0	\$ 196,476	\$ 400	\$ 196,876

From: Ken Kreischer [<mailto:ken.kreischer@westernwater.com>]
Sent: Thursday, December 17, 2015 9:36 AM
To: Michael Warriner <MWarriner@carollo.com>
Cc: Josh McGarva <josh.mcgarva@westernwater.com>
Subject: FW: Pinole-Hercules WWTPFW: Offsite fabrication; pre-job mark-up; area practice and Plan for the Settlement of Jurisdictional Disputes

Mike Warriner,

This is the email I was referring to, along with its attachments.

The problem is, as Aram is fully aware, the "agreement that accurately describes the area-practice" (the second attachment) was canceled and nullified back in 2013 (see the fourth attachment which is mine and not included in Aram's email to all bidders). Aram's statements both at the pre-bid and in this email not only tainted the project but they go against the premise of the PLA.

The City was told a PLA is the cure all for the project and that a PLA eliminated jurisdictional disputes etc. even though "contractors" union and non-told the City that was not the case. Here you have a PLA proponent misleading bidding contractors and setting up a jurisdictional dispute on a PLA job even before it bid. As predicted this kind of hindrance and the presence of a PLA resulted in ONLY TWO BIDDERS bidding the job with bids around 8% and 23% over the estimate. Why did 8 out of 10 prequalified contractors choose not to bid this job, because of the PLA and interference like the below email.

For the benefit of the City, Carollo should recommend rejecting all bids and rebidding this without a PLA.

Ken Kreischer
Western Water Constructors, Inc.

From: Aram Hodess [<mailto:aram@plumbers159.org>]
Sent: Friday, December 4, 2015 12:50 PM
To: ndobids@wmlylesco.com; mediaz@walshgroup.com; anthonymcascio@comcast.net; bids@blockainc.com; sean@capfloww.com; mtooley@miscowater.com; Aram Hodess <aram@plumbers159.org>; jeffn@overaa.com; yxie@shimmick.com; peter@burlingameengineers.com; kari.larsen@kiewit.com; c.reynolds@montmech.com; jbla;ek@shimmick.com; tpangilla@ccecompliance.com; steve@sdelectricinc.com; twalker@scottelectric.com; t.parker@montmech.com; klane@scottelectric.com; g.findlay@montmech.com; dcf@chcwater.com; jburden@flatironcorp.com; nick.winslow@frankaolsen.com; homerk@overaa.com; Josh McGarva <josh.mcgarva@westernwater.com>; fortega@calcon.com; cbolton@helixelectric.com; saraf@acmetool.com; peter@strongerbuilding.com; sclarke@miscowater.com; lmagruder@blockainc.com; kho@g2metalfab.com; jasonc@overaa.com; lisimon@flatironcorp.com; info@westernwater.com; teehangar@hotmail.com; alussier@westernwaterworks.net; davis.ruiz@zenithengineers.com; gregg@dvpave.com; mjoseph@fermacorp.com; mherlax@svar.com; imarshall@jephillipsco.com; kathyspecten@aql.com; davidr@restaite.net; alan@pacificwaterresources.com; abohardt@ISQFT.com; gkhan@hecopacific.com;

mklemme@felkerbrothers.com; mpeyrucaïn@vikingdrillersinc.com; larry.gielenfeldt@forterrabp.com;
ashley.phillips@frankaolsen.com; renada@unitedblower.com; mwallace@lbfoster.com;
michelle.vanvleet@construction.com; estimating@sfe-inc.com; kolby.campbell@hdsupply.com
Cc: cpadilla@carollo.com

Subject: FW: Pinole-Hercules WWTPFW: Offsite fabrication; pre-job mark-up; area practice and Plan for the Settlement of Jurisdictional Disputes

To whom it may concern;

Several bidders contacted me this week regarding the off-site fabrication of piping for this project. This is to confirm that Addendum "D" (WPCPddD.pdf) of the PLA (attached) covers the off-site fabrication of pipe.

In order to avoid disputes over work assignments, the PLA requires a pre-job meeting where proposed job assignments are discussed at least 21 days prior to the commencement of any project work. Any disagreements over work assignments must be submitted to the Plan for the Settlement of Jurisdictional Disputes for resolve.

Attached is a copy of an agreement that accurately describes the area-practice for the mechanical pipe work on this project and a Pinole City Council resolution in regards to work at this plant.

Please contact me if you have any questions.

Aram Hodess
Business Manager
Plumbers and Steamfitters Local 159