

UNIVERSITY MARELICH MECHANICAL

1000 N. KRAEMER PLACE
 ANAHEIM, CA 92806-2610
 LICENSE NO. 765380
 (714) 632-2600 • FAX: (714) 632-7500

LETTER OF TRANSMITTAL

TO: Ramon Z. Abueg, P.E.

 City Of Vernon,

 4305 Santa Fe Ave.

 Vernon, CA 90058

DATE: March 12, 2003	JOB NO.: 33101
ATTN: Ramon Abueg	
RE: Project Labor Agreement	

WE ARE SENDING YOU Attached Under separate cover via _____ the following:

- Shop Drawings Prints Plans Samples Specifications
 Copy of Letter Change Order _____

COPIES	DATE	NO.	DESCRIPTION
1	02/14/03		Project Labor Agreement

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|--|---|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Submitted | <input type="checkbox"/> Resubmit _____ Copies for Approval |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> Submit _____ Copies for Distribution |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Returned For Corrections | <input type="checkbox"/> Return _____ Corrected Prints |
| <input type="checkbox"/> For Review & Comment | _____ | _____ |
| <input type="checkbox"/> For Bids Due _____ | <input type="checkbox"/> Prints Returned After Loan To Us | |

REMARKS:

COPY TO: _____

SIGNED: Ilias Nikolaidis 

If enclosures are not as noted, kindly notify us at once.

PROJECT LABOR AGREEMENT
FOR
THE MALBURG GENERATING STATION PROJECT
VERNON, CALIFORNIA

1. INITIAL PROVISIONS

1.1. This Project Labor Agreement ("Agreement") is entered into by University Marelich Mechanical, Inc. ("Primary Employer") and the State Building and Construction Trades Council of California ("State Council") and the Los Angeles/Orange Counties Building & Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the "Unions."

1.2. The Malburg Generating Station Project (the "Project") is an approximately 134 MW electric generating facility located in Vernon, California. The City of Vernon is the owner of the Project.

1.3. The Primary Employer is an employer primarily engaged in the construction industry, and is the prime contractor for the Project. The Primary Employer represents that it has the authority to enter into this Agreement.

1.4. As provided below, contractors and subcontractors performing certain construction work on the Project will be subject to this Agreement by executing the attached Employer Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as "Employer" or "Employers").

1.5. The Unions are labor organizations whose members are construction industry employees.

1.6. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and

approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.7. A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions.

1.8. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions and to protect the Project against strikes and lockouts and other interference with the process of the work.

1.9. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

2. SCOPE OF AGREEMENT

2.1. This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project which is within the craft jurisdiction of a construction union and which is directly or indirectly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, site preparation, survey work and soils and material inspection and testing, demolition, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the Owner possesses the right of control, including without limitation, the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site. For the convenience of the Primary Employer or other Employers, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. It is the intent of the parties that the fabrication work provisions in this section be implemented in a manner consistent with fabrication work performed under project labor agreements on other combined cycle

power plants constructed in California since 1998. On site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

3. SUBCONTRACTING

3.1. Primary Employer and each other Employer agree that it will subcontract work to be done on the Project only to a person, firm, or corporation who is or becomes party to this Agreement and who is or becomes signatory to either: (1) a local multi-employer collective bargaining agreement with the craft Union having traditional and customary jurisdiction over the work, (2) an area agreement with the craft Union having traditional and customary jurisdiction over the work, (3) a regional agreement with the craft Union having traditional and customary jurisdiction over the work (collectively the local, area or regional agreement is referred to as the "Master Agreement"), or, only in the case of a national contractor, (4) a national agreement with the International Union of the craft Union having traditional and customary jurisdiction over the work. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the applicable local, area, regional or national agreement (the "Applicable Agreement"). Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement

by signing an Employer Agreement to be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Council and the State Council in writing within three business days after it has subcontracted work, and shall at the same time provide to the Council and the State Council a copy of the executed Employer Agreement to be Bound and Subscriber Agreement.

3.2. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement, the Master Agreement and the Subscriber Agreement (Attachment B). If any Employer fails to provide the Council and State Council with the Employer Agreement to be Bound and Subscriber Agreement executed by its subcontractor, that Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES AND BENEFITS

4.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation including but not limited to travel, subsistence, show up and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

4.2. Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized.

5. UNION RECOGNITION

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the

respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems.

5.4. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

6. STRIKES AND LOCKOUTS

6.1. During the life of this Agreement, the Unions, their agents, their representatives and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Union(s), and/or any of its agents, representatives or employees. The Primary Employer and every other Employer will not engage in a lockout.

6.2. Notwithstanding the provisions of Section 6.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its

agreements with the Union; provided, however, that the Union shall give fifteen (15) days notice to the Primary Employer prior to withholding the services of its members, in the event the Union or any of its members withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.3. In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed.

7. SHIFT TIMES AND HOLIDAYS

7.1. The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work

commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2. Recognized holidays shall be as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In no event shall work be performed on Labor Day, except in cases involving an immediate threat to life or property.

7.3. At the option of the Contractor(s) and with one week's notice, a four (4) day per week, ten (10) hour per day work shift may be established. The regular work week shall be from Monday through Thursday, unless Monday is a holiday, in which case the work week shall be Tuesday through Friday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate.

7.3.1. If a fifth day is worked, the pay shall be one and one-half (1-1/2) times the straight time hourly rate for the first ten (10) hours worked. All work in excess of ten (10) hours shall be paid two (2) times the straight time hourly rate. If a sixth day is worked, the pay shall be two (2) times the straight time hourly rate.

8. GRIEVANCE PROCEDURE

8.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than

jurisdictional disputes or successorship) shall be considered a grievance. Questions arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

8.2. A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered.

8.3. Grievances shall be settled according to the following procedure:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2

In the event the matter remains unresolved in Step 1 above, within five (5) working days after notice to the Unions, the alleged grievance in writing may then be referred to the Business Manager of the Craft Union and the Labor Relations representative at the Contractor for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, the grievance in writing may then be referred to the representative of the Craft Union involved and the Manager of Labor Relations of the Contractor or the Manager's designated representative, and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in the preceding steps within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer.

An Arbitrator selected from a permanent panel of Arbitrators consisting of Ken Silbert, William Engler, Barbara Chvany and Bonnie Bogue will hear grievances filed pursuant to this Article. The arbitrator will be selected by rotation from the permanent panel, rotating in the order set forth above. The Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event, the Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

8.4. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

8.5. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.6. Any award or resolution under Article 9 shall be prospective and shall not require any back pay for work performed unless the assignment is a knowing violation of a well-established resolution under the Plan.

9. JURISDICTIONAL DISPUTES

9.1. The assignment of 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.

9.2. All jurisdictional disputes between or among the Building and Construction Trades Unions and their employees, 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 Contractors and Unions parties to this Agreement.

9.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

9.4. Each Contractor will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish.

9.5. In case of a jurisdictional dispute involving a Union or Unions not party to the Plan, such dispute will be referred to the General Presidents of the Unions involved and the Employer for resolution.

9.6. This Article 9 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

10. JOINT LABOR/MANAGEMENT MEETINGS

10.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the contractors and subcontractors, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed at the Project.

10.2. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Contractor or the Primary Employer.

10.3. The Primary Employer will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

11. SUCCESSORSHIP

11.1. The subcontracting obligation in Section 3.1 is an independent obligation of Primary Employer and shall survive termination of a contract, if any, between Primary Employer and the Project owner for any Covered Work on the Project or the sale of all or any portion of the Project by any owner. Any agreement for a sale, lease, or other transfer, or contribution of Primary Employer or an agreement for a merger or acquisition including ownership or control of Primary Employer shall include an express assumption of the obligations of this Agreement, including this successorship provision. Primary Employer shall provide the State Council and the Council with notice in writing at the close of any sale, acquisition, merger, lease, other transfer or contribution covered by this Agreement and an original executed assumption of this Agreement. Any sham transfer is a breach of this clause.

11.2. The parties hereto agree that in the event that after either Primary Employer's contract is terminated by any Project owner or the Project is sold in any portion by any owner as described in Section 11.1 above, and Covered Work within the scope of this Agreement is performed by an Employer who is not in compliance with the provisions of Article 3.1, the actual damages to the Unions or their members would be unreasonably difficult, costly, inconvenient, or impracticable to calculate. Accordingly, the parties agree to liquidated damages, which bear a reasonable relationship to the actual harm suffered.

11.3. In that work is performed outside Section 3.1 as described in Section 11.2 above, Primary Employer shall pay \$30.00 for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signatory to this Agreement. The liquidated damages shall be paid as follows: Fifteen Dollars (\$15.00) per hour to the qualified pension plan and fifteen Dollars (\$15.00) per hour to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that a Union shall enforce, collect and receive liquidated damages pursuant to Article 11 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions, including but not limited to, the liquidated damage provisions contained in Article 11.

11.4. In no event shall the liquidated damages payable under this Article exceed a total amount of \$5,000,000. In the event that pending claims would result in a payment in excess of \$5,000,000, the total claims shall be prorated based on the number of hours worked by contractors or subcontractors in violation of Article 3.1 so that the total payment of claims does not exceed \$5,000,000.

11.5. Upon execution and delivery of an agreement assuming all the obligations of this Agreement by a financially responsible successor pursuant to the requirements of Section 11.1 Primary Employer shall be released from liability for the payment of liquidated damages under Section 11.3 and Primary Employer shall

have no liability for any breach of this Agreement by a successor employer or contractor.

11.6. This Article 11 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

12. LABOR MANAGEMENT COOPERATION TRUST

12.1. Each Employer at every tier who performs work within the scope of this Agreement shall contribute the sum of twenty-five cents (\$0.25) per hour for each hour paid for or worked by employees, and shall remit that sum by payment postmarked no later than the 15th of the month following the month in which those hours were paid for or worked, directly to the State Building & Construction Trades Council Labor Management Cooperation Trust or its designee. Each Employer shall execute a Subscriber Agreement covering these contributions, a copy of which is attached as Attachment B.

13. GENERAL PROVISIONS

13.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers, the Council and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the

objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

13.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

13.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

13.4. The provisions of this Agreement shall take precedence over conflicting provisions of any Applicable Agreement with respect to a Union.

13.5. The Primary Employer and the Local Council shall negotiate a reasonable drug and alcohol testing program that includes pre-employment, post-accident and reasonable suspicion testing.

13.6. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

13.7. This Agreement may be executed in counterparts.

13.8. Any notices required under this Agreement shall be given as follows:

To Primary Employer:

Ed Shortall
University Marelich Mechanical, Inc.
1000 North Kraemer
Anaheim, CA 92806-2610

To the Unions:

Robert L. Balgenorth, President
State Building and Construction Trades
Council of California
1225 8th Street, Suite 375
Sacramento, CA 95814
Telephone: 916-443-3302

To the Council:

Richard N. Slawson
Los Angeles/Orange Counties Building &
Construction Trades Council
1626 Beverly Blvd
Los Angeles CA 90026
Telephone: 213-483-4222

With a copy to:

Marc D. Joseph
Adams Broadwell Joseph & Cardozo
651 Gateway Boulevard, Suite 900
South San Francisco, CA 94080
Telephone: 650-589-1660

Either party may notify the other in writing if its person designated to receive notice is changed.

14. TERM OF AGREEMENT

14.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2.

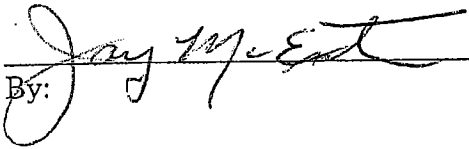
14.2. In the event that the Application for Certification submitted to the California Energy Commission for the Project is withdrawn and the Application proceeding is terminated pursuant to 20 CCR § 1709.8, or the Application is denied by the California Energy Commission and the time periods for reconsideration under Public Resources Code § 25530 and appeal of the denial under Public Resources Code § 25531 have expired with no reconsideration granted or appeal sought, the Primary Employer may notify the State Council and the Council and terminate this Agreement.

14.3. In the event construction of the Project is not commenced prior to the final deadline, without right of extension, for the commencement of construction established by the California Energy Commission, and prior to final expiration, without right to renew, of the authority to construct permit from the South Coast Air Quality Management District, the Primary Employer may notify the State Council and the Council and terminate this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be
executed and effective as of 3/12/03 ~~5-2002.~~

UNIVERSITY MARELICH
MECHANICAL, INC.
Primary Employer

By:



STATE BUILDING &
CONSTRUCTION TRADES
COUNCIL OF CALIFORNIA

By: Robert L. Balgenorth
President

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: Richard N. Slawson
Business Manager

UNIONS

Asbestos Workers #5

Boilermakers #92

Bricklayers & Allied Crafts #4

Carpenters District Council

Cement Masons #600

International Brotherhood of
Electrical Workers #11

Elevator Constructors #18

Glaziers #636

Gunite Workers #345

Iron Workers #416

Iron Workers #433

Irrigation/Lawn Sprinklers #345

Laborers #507

Operating Engineers Local 12

District Council of Painters

Operating Engineers Local 12

Plasterers #200

Operating Engineers Local 12

United Association #250

Plumbers #78

Resilient Floors #1247

Roofers #36

Sheet Metal Workers #108

Sprinkler Fitters #709

Teamsters #986

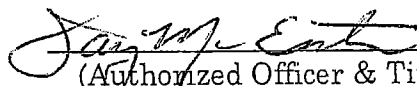
Tile Layers #18

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
MALBURG GENERATING STATION PROJECT

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the Malburg Generating Station Project, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement (hereafter "Agreement"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments a copy of which was received and is acknowledged, hereby:

- 1.) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 2.) The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 3.) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.
- 4.) Agrees to secure from any Contractor(s) (as defined in said Agreement) which are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

DATED: 3/12/03 Name of Contractor University Marelich Mechanical

(Authorized Officer & Title)
Jay W. McEntire V.P.
1000 N. Kraemer Place
(Address)
Anaheim, CA 92806

