SALINAS UNION HIGH SCHOOL DISTRICT
Board of Trustees
Special Board Meeting
TUESDAY, SEPTEMBER 29, 2015

DISTRICT OFFICE – BOARD ROOM
431 WEST ALISAL STREET
SALINAS, CA 93901

5:15 P.M.

AGENDA

I. CALL TO ORDER BY BOARD PRESIDENT 5:15 P.M.

BOARD OF TRUSTEES
Lila Cann, President
Evamarie Martinez, Vice- President/Clerk
Patty Padilla-Salsberg
Kathryn Ramirez
Carlos Rubio
Phillip Tabera
Trustee Area #6 Vacant

II. OPEN SESSION 5:15 P.M.

A. PLEDGE OF ALLEGIANCE
B. ADOPTION OF AGENDA

III. INDIVIDUALS DESIRING TO ADDRESS THE BOARD
(Speakers should fill out a Speaker Request Form available at the door.)

The Governing Board welcomes and encourages public comments. Members of the public may comment on items included on this agenda; comments are limited to 3 minutes so that as many as possible may be heard. (Education Code Section 35145.5, Government Code Section 54954.3).

IV. ACTION ITEM

PROJECT LABOR AGREEMENT FOR HIGH SCHOOL #5

The Administration recommends that the Board approve the Project Labor Agreement for High School Number #5, as contained in the support material provided to the Board.

V. ADJOURNMENT BY BOARD PRESIDENT

Special Board Meeting 1

September 29, 2015
DATE: September 29, 2015
FROM: Tim Vanoli, Superintendent
SUBJECT: Project Labor Agreement for High School #5

The Administration recommends that the Board approve the Project Labor Agreement for High School #5.

Attached is a copy of the Project Labor Agreement and Addendums A and B.
SALINAS UNION HIGH SCHOOL DISTRICT
PROJECT LABOR AGREEMENT

This Agreement is entered into this __________ day of __________, 2015 by and between the Salinas Union High School District ("District"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" ("Addendum A") (all of whom are referred to herein as "Contractor(s)/Employer(s)"); and the Monterey/Santa Cruz Counties Building and Construction Trades Council ("Council") and its affiliated local unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote efficiency of construction operations during the District's construction of Phase I of its High School #5 Project ("Project") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA, as provided herein.

RECITALS

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the District to meet the needs of the District and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial, without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and the Contractor(s)/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s)/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and
WHEREAS, the contracts for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code and other applicable California law; and

WHEREAS, the District has the absolute right to select the Contractor/Employer for the award of the construction contract on the Project; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of Local Area (as defined herein) residents and District students and graduates, and recognizing the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

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

ARTICLE 1 DEFINITIONS

1.1 “Agreement” means this Project Labor Agreement.

1.2 “Agreement to be Bound” means the agreement (attached hereto and incorporated herein as Addendum A) which shall be executed by each and every Contractor(s)/Employer(s) as a condition of performing Project Work.

1.3 “Completion” means that point at which there is Final Acceptance by the District of a Construction Contract. For the purposes of this definition, “Final Acceptance” shall mean that point in time at which the engineer for the District has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.

1.4 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the District that are necessary to complete the Project.

1.5 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise, and their successors and assigns, that enters into a contract with the District with respect to the construction of any part of the Project, under contract terms and conditions approved by the District and which incorporate this Agreement, and any of its contractors or subcontractors of any tier.

1.6 “Council” means the Monterey/Santa Cruz Counties Building and Construction Trades Council.
1.7 "Covered Work" means all work indicated as being included in the scope of this Agreement by Section 2.3 and its subparts.

1.8 "District" means the Salinas Union High School District, its employees, agents, and administrative staff.

1.9 "Local Area" refers to the counties of Monterey, San Benito and Santa Cruz.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.11 "Project" means the work included in the Construction Contract(s) for the construction of Phase I of High School #5, including the base bid and any included alternate bids awarded by the District, as set forth in Addendum B attached hereto.

1.12 "Project Manager" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of the District's authorized representative.

1.13 "Union" or "Unions" means the Monterey/Santa Cruz Counties Building & Construction Trades Council, AFL-CIO, and any affiliated Union signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2
SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply to and is limited to all Contractor(s)/Employer(s) performing work under the Construction Contract(s) on the Project (including subcontractors at any tier), the District, the Council and its affiliated Unions signatory to this Agreement.

2.2 Project Description: The Agreement applies to the construction of the Project. The District has the absolute right to combine, consolidate or cancel contracts or portion of contracts identified as part of the Project. Should the District remove any work and/or contract from the Project and thereafter authorize that construction work and/or contract to be commenced prior to the Completion of Phase I, then such work and/or contract shall be performed under the terms of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project to be covered under this Agreement. Once a Construction Contract has reached Completion (as defined in Section 1.3 hereof) it is no longer covered by this Agreement except when a Contractor is directed by the District to engage in repairs, warranty work or modifications required by its Construction Contract.
2.3 **Covered Work**: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and modular furniture installation. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any startup, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed for the Project after completion pursuant to a Construction Contract, unless it is performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District or Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill or material which are incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, and the movement of water, fill and other materials from one location to another on the Project site shall be covered by the terms and conditions of this Agreement. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 14 and 15 of this Agreement shall apply to such work.

2.4 **Exclusions.** The following shall be excluded from the scope of this Agreement:
2.4.1 This Agreement shall be limited to construction work on the Project. This Agreement is not intended to, and shall not, govern any construction work performed at the site for High School #5 at any time prior to the effective date of this Agreement, or after Completion of the Project, except as stated herein.

2.4.2 This Agreement is not intended to, and shall not, affect or govern the award of public works contracts by the District that are not included in the Project.

2.4.3 This Agreement is not intended to, and shall not, affect the operation or maintenance of any of the District’s facilities other than the Project.

2.4.4 The Agreement shall not apply to a Contractor(s)/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management or quality assurance personnel.

2.4.5 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.4.6 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.7 The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

2.4.8 This Agreement does not apply to non-construction professional services for the Project, whether contracts for such services are entered into by the District before or after this Agreement, such as architectural, engineering, and related consultant services, and regulatory costs and fees (e.g., costs associated with governmental approvals for the site).

2.5 Award of Contracts: It is understood and agreed that the District shall have the absolute right to select any qualified Contractor/Employer for the award of the Construction Contract(s) under this Agreement, without regard to whether they are otherwise parties to a collective bargaining agreement. The Contractor/Employer need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on or after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

ARTICLE 3
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.
3.2 By accepting the award of work under a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a precondition of accepting an award of a construction subcontract to agree in writing, by executing the Agreement To Be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor/Employer respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference and which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE 4
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor(s)/Employer(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/Employer(s) on other District projects are not governed by the terms
of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the Project during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor/Employer(s) three (3) business days’ notice when nonpayment of trust fund contributions has occurred and one (1) business day’s notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)’ or their subcontractor’s workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union’s withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the District contends that any Union has violated this Article, it will notify in writing (including email) the Secretary-Treasurer/Business Manager/Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Section 14.3. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the District and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.
4.2.2 Upon receipt of said notice, the District will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the 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 to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) business days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator’s award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars ($10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under Section 4.2.4 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 or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.
ARTICLE 5
PRE-CONSTRUCTION CONFERENCE

5.1 **Timing:** The Project Manager shall convene and conduct a pre-job conference with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, and the Unions, at a location mutually agreeable to the applicable Council at least 21 calendar days prior to:

(a) The commencement of any Project Work, and
(b) The commencement of Project Work on each subsequently awarded construction contract.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and District may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

(a) A listing of each Contractor’s scope of work;
(b) The craft assignments;
(c) The estimated number of craft workers required to perform the work;
(d) Transportation arrangements;
(e) The estimated start and completion dates of the work; and
(f) Discussion of pre-fabricated materials.

5.4 **Review Meetings:** In order to ensure the terms of the PLA are being fulfilled and all concerns pertaining to the Agency, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and CEO of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction.

ARTICLE 6
NO DISCRIMINATION

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law including those set forth in Public Contract Code section 2500.

ARTICLE 7
UNION SECURITY

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.
7.2 All construction persons who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Project, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the applicable local Union signatory to this Agreement and shall stay current with such working dues and fees for the duration of work on the Project.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project. Authorized representatives shall advise the Project Manager of their presence at the Project site prior to or upon arrival. All authorized representatives shall comply with access rules as set forth in the California Education Code, if and when applicable.

ARTICLE 8
REFERRAL AND LOCAL WORKFORCE

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor who hires any workers to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article 7 of this Agreement.

8.4 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of Salinas Union High School District graduates and Local Area residents and to use resources in the Local Area in construction of the Project. The “Local Area” shall be defined as the counties of Monterey, San Benito and Santa Cruz. It is the objective of the parties that not less than fifty percent (50%) of all hours worked on the Project be worked by residents of the Local Area, including District graduates. The Unions and Contractor/Employers will exert their utmost efforts to recruit and/or refer sufficient numbers of Local Area skilled craft persons, including apprentices, to fulfill the requirements of the contractor. The Parties to this Agreement support the development of increased numbers of skilled construction workers from the Local Area. To the extent allowed by law, and consistent with the Local Union’s hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this
Agreement. The District shall monitor compliance with this provision. If the number of hours worked by Local Area residents remains below fifty percent (50%) for three (3) months or longer, the District shall convene a meeting with the Council, the Project Manager and the relevant parties to meet and confer regarding measures to increase the number of hours worked by Local Area residents.

8.5 Outreach Efforts: The District, the Council, the Unions and the Contractor/Employers shall conduct outreach, including participation in job fairs, career days, career center access, classroom visits, or other means as reasonably available, to District students and graduates regarding opportunities for construction careers including entry into pre-apprenticeship and apprenticeship programs. In accordance with Government Code Section 11139.6, the District, the Unions and the Contractor/Employers shall exert their utmost efforts to engage in outreach and recruitment programs that focus on minority groups and women, who are underrepresented in the construction industry.

ARTICLE 9
WAGES AND BENEFITS

9.1 All Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, and which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.
9.4 **Holidays:** The only recognized holidays on the Project shall be New Year’s Day, Presidents’ Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day After Thanksgiving and Christmas Day. If a holiday falls on a Saturday, it shall be recognized on the preceding Friday. If a holiday falls on a Sunday, it shall be recognized on the following Monday. Under no circumstances shall work be performed on Labor Day, except in the case of an emergency that could result in physical harm or destruction of property.

**ARTICLE 10**

**APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provision of the California Labor Code and Prevailing Wage Rate Determination.

10.3 It is an objective of the parties to the Agreement that 50% of craftworkers, including apprentices, shall be Local Area residents and District graduates. The Contractors shall reach this goal through utilization of the normal hiring hall procedures. The Unions are committed to working with the Contractors to achieve these goals. Moreover, the Unions and Contractors are committed to working with the District to find pathways for graduates of the District’s Vocational Training Program to enter Joint Apprenticeship Programs and to secure employment on this and other District projects. All apprentices referred to Contractors under this Agreement shall be enrolled in State of California approved Joint Apprentice Programs.

10.4 Consistent with the Master Agreements, there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

**ARTICLE 11**

**HELMETS TO HARDHATS**

11.1 The Contractor(s)/Employer(s) 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 Contractor(s)/Employer(s) 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.
11.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the 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.

ARTICLE 12
COMPLIANCE

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/Employer(s) on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the state, and the Contractors/Employers’ compliance with this Agreement.

ARTICLE 13
EMPLOYEE GRIEVANCE PROCEDURE

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE 14
GRIEVANCE ARBITRATION PROCEDURE

14.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. Timelines may be extended by mutual agreement of the parties.

14.3 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.
Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days of the Step (1) meeting, the Union and the Contractor involved shall meet within seven (7) calendar days thereafter to arrive at a satisfactory settlement thereof. The Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within seven (7) calendar days to the Business Manager(s) of the affected Union(s) involved, a Labor Relations or managerial representative of the Contractor/Employer involved, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of the parties. Within seven (7) calendar days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Morris Davis
3. William Engler

14.4 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

14.5 The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

14.6 To encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.
14.7 **Retention:** At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the District withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

14.8 Should any of the arbitrators listed in Article 4 or above no longer work as a labor arbitrator, the District and the Council shall mutually agree to a replacement.

**ARTICLE 15**

**WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

15.1 **The assignment of Covered 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 the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.**

15.2 **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.**

15.3 **If a dispute arising under this Article involves the Northern California Carpenters Regional Council 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, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.**

15.4 **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. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and the District will be advised in advance of such conferences. The Primary Contractor shall attend all such meetings and the District may participate if it wishes. Pre-job conferences for different Employers may be held together.**
ARTICLE 16
MANAGEMENT RIGHTS

16.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE 17
DRUG AND ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A, in compliance with the Public Contract Code.

ARTICLE 18
SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions, and the District thereafter determines that the Agreement will not be required as part of the Construction Contract, the Unions will no longer be bound by the provisions of Article 4, and the District will proceed to construct the project. In such event, the parties will meet and confer regarding possible measures to facilitate the project without delay and effectuate the purpose of this Agreement in light of such court action.
ARTICLE 19
TERM AND MISCELLANEOUS

19.1 The Agreement shall be included in the Bid Documents, Requests for Proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of all Construction Contracts for the Project.

19.2 This Agreement shall become effective on the day it is executed by the District and the Council and shall continue in full force and effect until the Completion of the Project as set forth at Sections 1.3 and 2.2.

19.3 The District and the Council agree to meet and confer annually, or as necessary, subsequent to approval of this Project Labor Agreement by the District, regarding the status of and experience with the Project covered by the Agreement and any future projects that may be considered for coverage by this Agreement. This Agreement shall not be amended or modified except in writing.

19.4 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

SALINAS UNION HIGH SCHOOL DISTRICT

By: ___________________________ Date: ______________

MONTEREY/SANTA CRUZ COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: ___________________________ Date: ______________

Ron Chesshire, CEO
[SIGNATURE BLOCKS FOR UNIONS]
Addendum A: Agreement To Be Bound

[Addressee]
[Address]
[City and State]

Re: Salinas Union High School District Project Labor Agreement.

Dear [Mr. / Ms.]:

The undersigned party confirms that it agrees to be a party to and bound by the Salinas Union High School District Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the Salinas Union High School District Project Labor Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: 

Project Contract Number: ________________________________

California State License Number: __________________________
or Motor Carrier (CA) Permit Number: _____________________

Name and Signature of Authorized Person: ____________________________ (Print Name)

__________________________________________ (Signature) (Date)

__________________________________________ (Date)
Addendums B

Final

Salinas Union High School District
High School #5
Add Alternate project scope
April 09, 2015

BASE BID:

A. Buildings
1. Classroom - BLDG A
   a) new entry / hardscape

2. Foodservices - BLDG B
   a) dining area
   b) serving/kitchens
   c) toilet rooms
   d) covered dining/entries

3. Gymnasium - BLDG C-1, C-2
   a) large gym/foyer/concessions
   b) toilet rooms
   c) wrestling-weight rm / locker rooms / corridor
   d) covered entries

4. Relo Classrooms - BLDG G
   a) 6 classrooms (960 sf ea. 5,760 sf)

B. Site Development
1. Site grading & drainage
   a) rough grading cut/fill
   b) fine grading

2. Hardscape
   a) concrete flatwork
      i. 4" concrete
      ii. 6" concrete
   b) concrete curbs
   c) concrete mow-banias
   d) asphalt surface
      i. 2.5" asphalt play surface
      ii. 3" asphalt auto surface
      iii. 4" asphalt
   e) base rock
      i. 8.5" AB
      ii. 12" AB
      iii. 14" AB
   f) decomposed granite paving (3/8")
   g) parking striping & signage

ADD ALTERNATES:

#1 Trades Classrooms - BLDG B

#2 Gymnasium - BLDG C-3
   a) small gym

#3 Gymnasium - BLDG C-4, C-5
   a) ASB, office, wrestling room, toilet room
   b) Clock Tower

#4 Stadium Sports
   a) all weather track surface
   b) synthetic turf @ stadium
   c) 3' CL fence & gates (track perimeter)
   d) pole vault plant box
   e) discus throwing cage
   f) throwing event tee boards

#5 Foodservices - BLDG B
   a) dining area

#6 Stadium & Sports
A. JV baseball/softball fields/backstops
   a) small scoreboards (baseball/softball)
   b) 4" pervious concrete
   c) 3' CL fence cut field
   Stadium road / parking;
      a) asphalt surface
      b) parking striping & signage
      c) concrete flatwork

B. Tennis courts
   a) sports surface
   b) nets
   c) fence windscreens

C. Stadium hardscape
   a) concrete flatwork
   b) concrete low walls
   c) concrete stairs/ramps
   d) pipe hand & guardrails
   e) long jump pit (w/ covers)
   f) all weather surface

D. Stadium bleachers
   a) home bench bleachers 1421 (7500sf)
   b) visitor bench bleachers 800 (4600sf)
   c) press box
   d) 15' CL fence (@ stadium bleachers)
   e) perimeter CL fence
**BASE BID:**

<table>
<thead>
<tr>
<th>3. Landscape &amp; irrigation - scope reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) natural turf - hydroseed</td>
</tr>
<tr>
<td>b) trees - 50% reduction</td>
</tr>
<tr>
<td>- 48&quot; box</td>
</tr>
<tr>
<td>- 36&quot; box</td>
</tr>
<tr>
<td>- 24&quot; box</td>
</tr>
<tr>
<td>c) hydro seed - area increase</td>
</tr>
<tr>
<td>d) irrigation &amp; controls</td>
</tr>
<tr>
<td>i. irrigation drip - 50%</td>
</tr>
<tr>
<td>ii. irrigation rotors</td>
</tr>
<tr>
<td>iii. booster pump</td>
</tr>
<tr>
<td>e) mulch only areas</td>
</tr>
<tr>
<td>f) soil prep work -40% reduction</td>
</tr>
<tr>
<td>g) tree grates - 50% reduction</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Sports surfacing &amp; track events - scope reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) track AC paving</td>
</tr>
<tr>
<td>b) recycled plastic 2x4 ledger</td>
</tr>
<tr>
<td>c) varsity baseball / softball infield lines</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Site amenities - scope reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) football goal posts</td>
</tr>
<tr>
<td>b) soccer goals (set of 2)</td>
</tr>
<tr>
<td>c) basketball hoop / post / backboard</td>
</tr>
<tr>
<td>d) softball / baseball bases</td>
</tr>
<tr>
<td>e) varsity backstop</td>
</tr>
<tr>
<td>f) varsity CL dugouts baseball/softball</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Site fencing &amp; gates - scope reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) 4' CL fence (baseball/softball) sides only</td>
</tr>
<tr>
<td>b) 8' CL fence (site perimeter)</td>
</tr>
<tr>
<td>c) 6'x20' CL vehicle gates</td>
</tr>
<tr>
<td>d) 6' CL fence &amp; gates (Bldg B service yard)</td>
</tr>
<tr>
<td>e) 10' CL perimeter fence &amp; gates (tennis courts)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. On site utilities (outside buildings)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) domestic water distribution (piping, meter)</td>
</tr>
<tr>
<td>b) fire water (piping, meter, hydrants, FDC, PIV)</td>
</tr>
<tr>
<td>c) irrigation water meter</td>
</tr>
<tr>
<td>d) natural gas distribution (piping, meter)</td>
</tr>
<tr>
<td>e) electrical (site lighting, service yard)</td>
</tr>
<tr>
<td>f) sanitary sewer (piping, lift station)</td>
</tr>
<tr>
<td>g) grease interceptor</td>
</tr>
<tr>
<td>h) storm drain system</td>
</tr>
</tbody>
</table>

**ADD ALTERNATES:**

<table>
<thead>
<tr>
<th>#5 (cont) E. Stadium lighting &amp; PA</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Power, Lighting, FA, PA</td>
</tr>
<tr>
<td>b) 10'x24' scoreboard (stadium)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Stadium Concessions - BLDG E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site utilities:</td>
</tr>
<tr>
<td>a) domestic water distribution (piping)</td>
</tr>
<tr>
<td>b) fire water (piping, hydrants, FDC, PIV)</td>
</tr>
<tr>
<td>c) natural gas distribution (piping)</td>
</tr>
<tr>
<td>d) electrical (power, site lighting)</td>
</tr>
<tr>
<td>e) sanitary sewer (piping)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G. Stadium Field House - BLDG F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site utilities:</td>
</tr>
<tr>
<td>a) domestic water distribution (piping)</td>
</tr>
<tr>
<td>b) fire water (piping, hydrants, FDC, PIV)</td>
</tr>
<tr>
<td>c) natural gas distribution (piping)</td>
</tr>
<tr>
<td>d) electrical (power, site lighting)</td>
</tr>
<tr>
<td>e) sanitary sewer (piping)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#7 Main Lobby - BLDG A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre - BLDG D</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#8 A. Main Entrance Gateway &amp; gates</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Courtyard Hardscape</td>
</tr>
<tr>
<td>a) concrete planters</td>
</tr>
<tr>
<td>b) outdoor amphitheater</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Landscape &amp; irrigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) ornamental plantings</td>
</tr>
<tr>
<td>b) trees &amp; tree grates</td>
</tr>
<tr>
<td>c) boulders</td>
</tr>
<tr>
<td>d) irrigation</td>
</tr>
</tbody>
</table>

**C. Site Hydrology / LID sub-total**

<table>
<thead>
<tr>
<th>1. Pervious pavement:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. a) 6&quot; pervious concrete (parking areas)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Stormwater Treatment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) CalTrans Class 1 Rock</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Bioretention System:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) bio-swales (18&quot; lopsyll &amp; rock)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Erosion control system:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) West bio-swale</td>
</tr>
<tr>
<td>b) East channel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. SWPPP construction:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) construction measures</td>
</tr>
</tbody>
</table>