

Rocky Coast Framers, Inc.



LETTER OF TRANSMITTAL

135 So. Market Place, Escondido, CA 92029
760-489-7770 Fax 760-489-7771

Job No. 2013-14 Date: October 3, 2012

Licensed General Contractor #B-745061

TO: Project Labor Coordinator
Parsons Constructors Inc.
100 W. Walnut Street
Pasadena, CA 91124

ATTENTION: Jessica Jones
Email: jessica.jones@parsons.com
Fax: (626)440-2516
Re: SCPA Live Broadcast & Theater Mod.
San Diego, CA

WE ARE SENDING YOU THE FOLLOWING:

- | | | | |
|--|--|---|---------------------------------------|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Specifications | <input type="checkbox"/> Samples | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Plans | <input type="checkbox"/> Under Separate Cover via _____ | |
| <input checked="" type="checkbox"/> Attached | <input checked="" type="checkbox"/> Copy of Letter | <input type="checkbox"/> _____ | |

COPIES	DATE	NUMBER	DESCRIPTION
1	10-03-2013	1 page	Attachment A-Letter of Assent
1	10-03-2013	2 pages	Subcontractor's Pre-Job Conference Form
1	10-03-2013	3 pages	Business Self-Certification Form
1	10-03-2013	4 pages	Carpenters Memorandum Agreement, Single Project

THESE TRANSMISSIONS ARE:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> For Your Approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Return _____ corrected prints |
| <input checked="" type="checkbox"/> As per your request | <input type="checkbox"/> Corrections noted | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |
| <input type="checkbox"/> For Your Review & Comment(s) | <input type="checkbox"/> Resubmit with _____ copies for approval | |
| <input type="checkbox"/> For Bids Due _____ | <input type="checkbox"/> _____ | |

REMARKS

FROM: Tom Rose

SIGNATURE: 

If enclosures are not as described, please notify us immediately

ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

Rocky Coast Builders, Inc.

October 2, 2013

Project Labor Coordinator
Parsons Constructors Inc.
100 W. Walnut Street
Pasadena, CA 91124

Fax: (626)440-2516
Email: jessica.jones@parsons.com

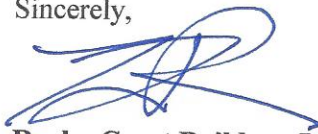
Attention: Jessica Jones

Re: San Diego Unified School District Project Stabilization Agreement Construction and Major Rehabilitation Funded By Proposition S ("PSA")

Dear Sir:

This is to confirm **Rocky Coast Builders, Inc.** agrees to be a party to and bound by the San Diego Unified School District Project Stabilization Agreement - School Construction Major Rehabilitation Funded by Proposition S ("PSA") effective July 28, 2009, consisting of the Resolution dated July 28, 2009, the Agreement between the San Diego Unified School District and the San Diego Building and Construction Trades, the Agreement between the San Diego Unified School District and the Southwest Regional Council of Carpenters, and Addendum No. 1, and as the PSA may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to **SDUSD Contract No. CZ-14-0211-29 SCPA Live Broadcast & Theater Mod**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,



Rocky Coast Builders, Inc.

By:
Tom Rose, Project Manager

[Copies of this Letter must be submitted by Contractor to the Project Labor Coordinator, the San Diego Building and Construction Trades and to the Carpenters consistent with Article II, Section 2.4(b)]



**San Diego Unified School District
Project Stabilization Agreement (PSA)
Subcontractor's Pre-Job Conference Form**

Subcontractor Information		
Subcontractor Name: Rocky Coast Builders		
Address: 135 South Market PL., Escondido, CA 92029		
Phone: (760) 489-7770		
Fax: (760) 489-7771		
License Number: 745061	License Classification: a, b, c-8 SBE 1740204	License Status: Active

Project Information	Jobsite Scheduling Information	
Approximate Start Date: TBD	Number of Shifts: 1	
Expected Duration of Work (days): 12	Daily Start Time: 7:00am	Daily Stop Time: 3:30pm
	Pay Period End Day: Saturday	Pay Day: Friday

Describe the Work You Will Perform on this Project (100 words or less)
Structural wall and roof framing. Interior non-bearing wall framing. Modifications to existing structures to complete both structural and architectural upgrades such as new structural supports for roof mounted HVAC equipment, ADA compliant backing and blocking as well as miscellaneous rough framing for wheelchair lifts.

Equipment to Be Utilized in Performing Work on this Project
Reach Forklift to move own materials. Small scissor lifts for elevated work locations.



San Diego Unified School District Project Stabilization Agreement (PSA) Subcontractor's Pre-Job Conference Form

Referrals and Jurisdictional Assignments

Referral procedures will be in accordance with **Article 3 of the SDUSD PSA**. Unions should have such referral procedures posted at their hiring halls.

Subcontractors make work assignments in accordance with **Articles 8 & 9, and Addendum 1 of the SDUSD PSA**.

1. Preliminary assignments by the subcontractor.
2. Any craft in disagreement with preliminary assignments must submit written documentation justifying their claim to the work within 14 days after the Pre-job Conference
3. The subcontractor shall review each claim and shall make final work assignments.
4. Any craft in disagreement with the final assignments may file a jurisdictional dispute consistent with **Article 8 of the SDUSD PSA**.

Jurisdictional Assignments

<u>Scope of Work</u>	<u>Craft Assignment--Identify Local Union No</u>	<u>Manpower Est.</u>	
		<u>Peak</u>	<u>Avg</u>
01600 Rough Carpentry	<ul style="list-style-type: none"> • Southwest Regional Council of Carpenters Local 547 	8	6

San Diego Building and Construction Local Unions

<ul style="list-style-type: none"> • Insulators & Allied Trades (Heat & Frost) Local 5, • Boilermakers Local 92, Bricklayers & Allied Craftsmen Local 4, • Cement Masons Local 500/Area 744, • IBEW - Electrical Workers Local 569, • International Union of Elevator Constructors Local 18, • Iron Workers Local 229, • Laborers Local 89, • Plasterers Local 200, • Plaster Tenders of So Cal Local 1414, • Operating Engineers Local 12, • Plumbers & Steamfitters UA Local 230, • Road Sprinkler Fitters Local 669, • Roofers & Water Proofers Local 45, • Laborers International Union Highway & Street Stripers' LU 1184 	<ul style="list-style-type: none"> • Sheet Metal Workers Local 206, • Steamfitters & Pipefitters Local 250, • Teamsters Local 36, • Tile/Marble/Terrazzo Local 18 • Southwest Regional Council of Carpenters Local 547 • Southwest Regional Council of Carpenters Local 1506 • Millwrights & Machine Erectors Local 1607 Pile Drivers Local 2375 • Painter & Allied Trades DC 36: • So Cal Drywall Finishers Local 1136, • Floor Covers Local 1399, • Glaziers Local 1399, • Paint & Tapers Local 1399, • Tradeshow and Sign Craft Local 831 • UA Plumbers Local 345: Landscape, Irrigation, Underground and Specialty Piping Applications
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Project Name: SCPA Live Broadcast & Theater Mod.
Contract Number: CZ-14-0211-29
General Contractor: Straight Line General Contractors

1st Advertisement Date: July 9th 2013
Prev. Wage Determination: 2013-1



BUSINESS SELF-CERTIFICATION FORM

Interested in knowing about the latest SDUSD contracting opportunities? Don't miss out. Get on SDUSD's database to receive direct notification about upcoming projects and networking events. Fill out and return this form to Alma D. Bañuelos by email at abanuelos@sandi.net, by fax at 858.637.6207, or by mail to the address below. Moved or changed contact information? Let Alma know (ph. 858.573.5852).

SDUSD also provides additional networking and contracting opportunities by sharing your information with our general contractors and other public agencies at bid time (*this information is used for business outreach purposes ONLY and is never sold or released outside this purview*).

New Application

Update

SECTION I

Company Name: Rocky Coast Builders, Inc.

Contact Person: Doug Ladderbush Title: Pres

Address: 135 S. Market Place

City: Escondido State: Ca Zip: 92029

Phone: 760-489-7770 Fax: 760-489-7771 E-Mail: DC@RCBldr.com

Year Business Started: 1988 Year Business Established in San Diego County: 24

Contractor License No.: 745061 Classification: A, B, C-E

Please mark this box if your firm is interested in receiving **ALL** Construction Bid Advertisements

SECTION II

1. Business Size:

- Large Business: Over 100 employees and average annual gross receipts of over \$14 million
- Small Business: Independently owned and operated, not dominant in your field of operation, less than 100 employees and average annual gross receipts of \$14 million or less

2. Business Ownership (check all that apply):

- Disabled Veteran-Owned: At least 51% owned by one or more disabled veterans, daily operations are managed and controlled by one or more disabled veterans
("Disabled Veteran" is defined as a veteran of U.S. military, naval, or air service with service-connected disability of at least 10% or more)
- Male-Owned: At least 51% owned by a male who controls day-to-day operations
- Woman-Owned: At least 51% owned by a woman who controls day-to-day operations
- Minority-Owned: At least 51% owned by one or more disadvantaged minority individuals, whose management and daily business operations are controlled by one or more such individual
("Disadvantaged Minority" groups include Black American, Hispanic American, Native American, American Aleut, American Eskimo, Asian-Pacific American, Subcontinent Asian-American, Asian Indian, Asian Pacific and Native Hawaiian)

3. Certifications: Please check below if you currently hold any of the following certifications filed with the State of California: Department of General Services, the California Unified Certification Program OR any State, City, County or Local Agency Certification program (check all that apply & please submit proof of certification):

- SBE: Small Business Enterprise Certification
- DVBE: Disabled Veteran Business Enterprise Certification
- WBE: Women Business Enterprise Certification
- DBE: Disadvantaged Business Enterprise Certification
- MBE: Minority Business Enterprise Certification

Micro-Projects Program: I am interested in bidding on projects under \$15,000



Business Outreach & Engagement Program
Contractor Survey – 2012

The following survey is being conducted to better assess the makeup of SDUSD’s Proposition S contractor pool. The information collected is strictly confidential and will only be used to assist SDUSD in improving the business outreach program and reaching out to and engaging with other contractors.

1. My company is (select one):

- Large Business: Over 100 employees and average annual gross receipts of over \$14 million.
Small Business: Independently owned and operated, not dominant in your field of operation, less than 100 employees and average annual gross receipts of \$14 million or less.

2. My company is (select all that apply):

- Male-Owned: At least 51% owned by a male who controls day-to-day operations.
Woman-Owned: At least 51% owned by a woman who controls day-to-day operations.
Disabled Veteran-Owned: At least 51% owned by one or more disabled veterans, daily operations are managed and controlled by one or more disabled veterans.
Minority-Owned: At least 51% owned by one or more disadvantaged minority individuals, whose management and daily business operations are controlled by one or more such individual.

3. My company has the following certification(s); select all valid certifications that your company currently holds or held at the time of contract award. If your company has federal certifications (SDVOSB, 8a, etc.), check the equivalent and make a note in Other.

- SBE: Small Business Enterprise Certification
DVBE: Disabled Veteran Business Enterprise
WBE: Women Business Enterprise
DBE: Disadvantaged Business Enterprise
MBE: Minority Business Enterprise
Other (please specify):

CARPENTERS MEMORANDUM AGREEMENT
SINGLE PROJECT AGREEMENT

It is agreed between Rocky Coast Builders, Inc
(hereafter "Contractor"), and the Southwest Regional Council of Carpenters (hereafter "Union") in
consideration of services to be performed by carpenters for the Contractor on the project(s) known
as SCPA - Live Broadcast
located in SAN Diego, CA
as follows:

1. On the project(s) identified herein, the Contractor agrees to comply with all the terms, including wages, hours, and working conditions and rules as set forth in the Agreement referred to as the Master Labor Agreement between United General Contractors, Inc. (hereafter "Association") and Southwest Regional Council of Carpenters, dated July 1, 2006 and any amendments, renewals or subsequent Master Labor Agreements, and the Agreements establishing: (1) the Southwest Carpenters Pension Trust, dated September 14, 1959; (2) the Southwest Carpenters Health & Welfare Trust, dated February 8, 1955; (3) the Southwest Carpenters Training Fund, dated May 1, 1960; (4) the Southwest Carpenters Vacation Trust, dated April 1, 1962; (5) the Contract Administration Trust Fund for Carpenters-Management Relations, dated October 1, 1986; (6) the Construction Industry Cooperation Committee, dated October 1, 1986; (7) the Acoustical Industry Advancement Fund; (8) the Carpenters Industry Advancement Fund of Southern California, dated September 19, 1972; and (9) the Independent Contractors Grievance and Arbitration Trust, dated September 1, 1980 (hereafter collectively referred to as the "Carpenters Trust Funds") and any amendments, modifications, extensions and renewals of such Agreements and the Trust Agreements. Except as specifically excluded by this Memorandum Agreement, such Master Labor Agreement and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement.
2. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Agreements establishing the Funds and Committee identified above along with representatives designated by the United General Contractors, Inc., as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and the Contractor agrees to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements, By-Laws and Rules and Procedures adopted by the Trustees or Directors of the Funds referred to herein, and all amendments, modifications, extensions and renewals thereto.
3. The Contractor agrees to provide the Union and/or the Trust Funds access upon request to employee records, payroll records, time sheets, certified payroll records, paychecks, daily logs and any other appropriate documentation of the Contractor or his subcontractors to monitor compliance with the terms of this Agreement.
4. The parties agree that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts and the Procedure for Settlement of Grievances and Disputes (Articles IV and VI of the Master Labor Agreement), the provisions of paragraphs 114 and 115, and the provisions relating to Existing and other Agreements (Article XII of the Master Labor Agreement), as well as paragraphs 204.4.1 and 204.4.2 will be excluded from this Memorandum Agreement and will not be binding upon the Contractor or the Carpenters' Unions.

5. There has been established under this Agreement, an Independent Contractors Grievance and Arbitration Trust:

(a) The purposes of the Trust are to establish and administer procedures to process grievances and to provide third party independent arbitration on disputes concerning the interpretation or application of this Agreement and the Master Labor Agreement.

(b) The Trustee is authorized to retain professional assistance, such as an administrator, legal counsel, accountants and such other personnel in order to accomplish such objectives of the Trust. Specifically, there will be established through the Trust, a panel of independent and neutral arbitrators to hear and determine such grievances and disputes, with authority to issue a final and binding award, including appropriate remedies.

(c) The Carpenters' Union will appoint an Advisory Committee regarding the appointment of the Trustee and the operation of the Trust; however, the Carpenters' Union rights and authority will be limited to consultation and advice only.

(d) The Contractor and the Carpenters' Union agree to submit all disputes, including jurisdictional disputes, concerning the interpretation or application of this Agreement and the Master Labor Agreement to arbitration under this Section 5, and the Contractor and the Carpenters' Unions agree that during the pendency of the grievance and arbitration procedure, the Carpenters' Unions will not strike the Contractor and the Contractor will not engage in a lockout; provided, however, the Carpenters' Union will have the right to engage in a strike and the Contractor may engage in a lockout on a claimed violation of this Agreement or the Master Labor Agreement relating to payment of wages, fringe benefits or contributions to any Trust referred to in this Agreement or failure to comply with a final and binding arbitration award, except as to any provision or arbitration award on subcontracting, including all subcontracting provisions of the Master Labor Agreement.

6. The Contractor agrees that in the event the Contractor contacts or subcontracts any carpenter's work, and in the event that such subcontractor fails to pay the wages or the fringe benefits provided under the Agreements between the subcontractor and the Carpenters' Union, then the Contractor will become liable for the payment of such sums incurred by the subcontractor, and such sums will immediately become due and payable by the Contractor. Such payments will be measured by the hours worked by the employees of, or paid for by, the subcontractor. The Trustees of the Trust Funds referred to in this Memorandum Agreement are expressly made third party beneficiaries of the Contractors' promise to make such payments. The Trustees of the Trust Funds will have the right to require any Contractor that is a party to this Memorandum Agreement to post a cash or surety bond in an amount sufficient to safeguard the payment of contributions that are required to be paid to the Trust Funds in accordance with the Master Labor Agreement.

7. Except as specifically excluded by this Memorandum Agreement, the Carpenters' Unions and the Contractor agree to abide by all the terms and conditions of the Master Labor Agreement and Trust Agreements and any amendments, modifications, changes, extensions and renewals to such agreements.

8. The Contractor and the Union expressly acknowledge that on the jobsite(s) listed above, that a majority of Carpenters are employees represented by the Union and that the parties intend to and are establishing a collective bargaining relationship by this Agreement under Section 9 of the National Labor Relations Act. The Contractor agrees that all employees performing work covered by this Agreement will be properly referred to the project through the Union hiring hall.

9. Each individual Contractor signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during the term of this Project Agreement or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.

10. This Memorandum Agreement shall remain in full force and effect only for the length of the above-referenced project. At the completion of the project the Contractor will notify the Union and this Agreement will be cancelled.

Dated: 10-2-13

Rocky Coast Builders, Inc
CONTRACTOR 745061
State License No.

BY: [Signature]
(Signature of Contractor) N7106315
Driver's License Number

Doug Ladderbush
(Print name and title of person signing this Agreement)

135 S. Market Place Escalido Ca 92029
Address City State Zip

760-489-7770 760-489-7771 DL@RCB Corp. Com
Phone Number Fax Number E Mail

General Contractor _____ Subcontractor 35-40
Approximate Number of Employees

Type of Work performed by OWN work force: Rough Carpentry

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
MIKE MC CARRON, Executive Secretary-Treasurer

BY _____
Signature of Authorized Union Representative (Print Name and Local)

Agreement\Project\Memo 2010
Rev'd 71-1-11

Confirmation Report-Memory Send

Time : 10-03-2013 09:57am
Tel line 1 : 7604897771
Name : Rocky Coast Builders

Job number : 054
Date : 10-03 09:56am
To : 18586212683
Document Pages : 003
Start time : 10-03 09:56am
End time : 10-03 09:57am
Pages sent : 003
Status : OK
Job number : 054

*** SEND SUCCESSFUL ***

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SINGLE PROJECT AGREEMENT

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2. The Contractor agrees that he does irrevocably designate and appoint the Employers representatives designated by the United General Contractors, Inc., as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and the Contractor agrees to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements, By-Laws and Rules and Procedures adopted by the Trustees or Directors of the Funds referred to herein, and all amendments, modifications, extensions and renewals thereto.
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4. The parties agree that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts and the Procedure for Settlement of Grievances and Disputes (Articles IV and VI of the Master Labor Agreement), the provisions of paragraphs 114 and 115, and the provisions relating to Existing and other Agreements (Article XII) of the Master Labor Agreement, as well as paragraphs 204.4.1 and 204.4.2 will be excluded from this Memorandum Agreement and will not be binding upon the Contractor or the Carpenters' Unions.