

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.

November 12, 2020

Project Labor Coordinator
Attn: SDUSD PSA Coordination Team
4860 Ruffner Street
San Diego, CA 92111

Fax: (858) 496-1953

Email: ianderson1@sandi.net ; ivoryteges@gmail.com

Other Email Recipients: Tom Lemmon tom@sdbuildingtrades.com ; Frank Pena fpena@swcarpenters.org , Denon Rushing drushing@oefi.org; Bertha Alvarez balvarez@zenith-american.com; Liz Cervantes lcervantes@local89.org; Heath Valdez HValdez@pswadmin.com;

Re: San Diego Unified School District Project Stabilization Agreement Construction and Major Rehabilitation Funded by Propositions S and Z ("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 **[Central WSM SDUSD Contract No. CZ19--0165-29. A2]**, 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:


Doug Ladderbush, President

[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

Project Information		Subcontractor Jobsite Scheduling Information	
Project Name: SDUSD Central WSM		Number of Shifts: One	
General Contractor: McCarthy	SD Unified Contract CZ19--0165-29. A2	Daily Start Time: 7:00 AM	Daily Stop Time: 3:30 PM
Subcontractor Start Date: TBD	Subcontractor Duration (Days): TBD	Pay Period End Day: Saturday	Pay Day: Friday:

Subcontractor Information		
Subcontractor Name: Rocky Coast Builders, Inc		
Address: 135 S. Market Place Escondido, CA 92029		
Contact Email Address: DL@RCBcorp.com		
Phone: 760-489-7770		
Fax: 760-489-7771	License Classification: A, B, C5 & C8	License Status: Active
License Number: 745061	DIR Number: 1000000574	

Describe the Work You Will Perform on this Project (100 words or less)
Site Concrete & Rough Carpentry

Equipment to Be Utilized in Performing Work on this Project
Forklift to move own materials, bobcats, concrete pumps



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

referrals and Jurisdictional Assignments			
<p>Referral procedures will be in accordance with Article 3 of the SDUSD PSA. Unions should have such referral procedures posted at their hiring halls.</p> <p>Subcontractors make work assignments in accordance with Articles 8 & 9, and Addendum 1 of the SDUSD PSA.</p> <ol style="list-style-type: none"> 1. Preliminary assignments by the subcontractor. 2. The subcontractor shall review each claim and shall make final work assignments. 3. 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 Union Name and Local</u>	<u>Manpower Est.</u>	
	<u>Union No</u>	Peak	Avg
Form Setting & Rough Carpentry	Local 619	8	6
Setting Forms for site work sidewalks, curbs & gutters, mow curbs and ADA ramps. Placing /Screeding and Concrete Finishing	Cement Masons Local 500	8	6
Place concrete with chute, wheel barrel, hose or boom. Concrete vibrating, concrete shoveling, clean up.	Laborers Local 89	4	3
Operators	Operators Local 12	1	1
San Diego Building and Construction Local Unions			



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

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| <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• Laborers Local Environmental Workers Local 300• 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 166• 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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**CARPENTERS MEMORANDUM AGREEMENT
SDUSD PROJECT STABILIZATION AGREEMENT
SINGLE PROJECT(S) AGREEMENT**

The undersigned contractor has signed the Project Stabilization Agreement covering San Diego Unified School District construction projects funded by Proposition S funds. Pursuant to that Agreement the contractor is obligated to employ workmen referred through the Union and to make contributions to the Carpenters Trust Funds for all carpenter craft employees in the amounts required under the applicable prevailing wage specification. It is therefore agreed between the undersigned (hereafter called "Contractor"), and the Southwest Regional Council of Carpenters, in consideration of services to be performed by carpenters for the Contractor on projects funded by Proposition S Bonds, as follows:

1. On all Proposition S-funded projects (to the extent the project(s) are currently known they are identified below), the Contractor agrees to comply (except to the extent modified by the Project Stabilization Agreement) 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. and the United Brotherhood of Carpenters and Joiners of America and the Southwest Regional Council of Carpenters, dated July 1, 2016, 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) covered by this Agreement the Contractor has recognized the Union as the representatives of his employees and that such employees are subject to the union security provisions of the Master Labor Agreement. The Contractor agrees that all employees performing work covered by this Agreement will be properly referred to the project through the Union hiring hall prior to going to work.

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. The Contractor will immediately notify the Union if it is awarded additional projects under the SDUSD Project Stabilization Agreement.

11. This is a single project agreement and its term will be determined by the length of any work performed pursuant to the SDUSD Project Stabilization Agreement. This Memorandum Agreement will remain in full force and effect only for the duration of the projects covered by the PSA. This Single Project Agreement is intended to apply only to the projects identified above and it is specifically recognized that it will not apply to any other project. The current PSA project the contractor is performing is known as

SDUSD Central WSM

located in San Diego, California. At the completion of the Contractor's work on each individual PSA project, the Contractor will notify the Union. The Contractor will notify the Union immediately upon being awarded any new project covered by the SDUSD Project Stabilization Agreement.

DATED: 11-12-2020

CONTRACTOR Rocky Coast Builders, Inc State License No. 745061

BY: [Signature] Driver's License Number N7106315 (Print name and title of signer) Doug Ladderbush

135 S Market Place Escondido City State Zip CA 92029

Address

760-489-7770 760-489-7771 DL@RCB Corp. Com

Phone Number Fax Number E Mail

General Contractor Subcontractor Concrete + Carpentry 60-100

Type of Work Performed & Approx # of workers

Minority / Woman / Native American Indian or Small Business Enterprise: YES NO

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
DANIEL LANGFORD, Executive Secretary-Treasurer

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