

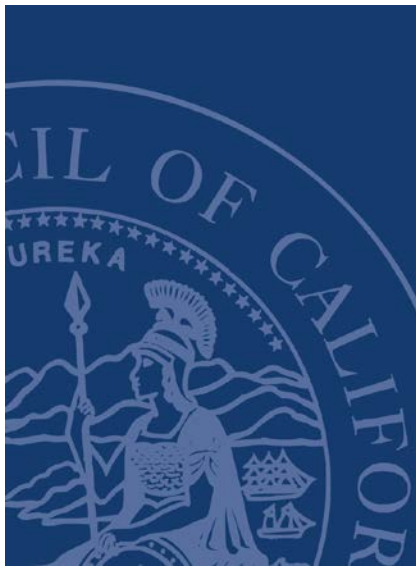
Meeting Binder for Court Facilities Advisory Committee

SEPTEMBER 27, 2018



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
FACILITIES SERVICES



Meeting Binder

Court Facilities Advisory Committee

September 27, 2018

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OPEN MEETING WITH CLOSED EDUCATION SESSION AGENDA

Open to the Public Unless Indicated as Closed (Cal. Rules of Court, rule 10.75(c)(1))

OPEN PORTION OF THIS MEETING IS BEING RECORDED

Date: September 27, 2018

Time: Open Session (Open to Public)
9:30 a.m. – 10:00 a.m. – Registration
10:00 a.m. – 12:00 p.m. – Open Session (Open to Public)
12:00 p.m. – 12:30 p.m. – Anticipated Lunch Break

Education Session (Closed to Public)
12:30 p.m. – 2:00 p.m. – Education Session (Closed to Public)

Location: 455 Golden Gate Avenue
San Francisco, California 94102-3688
Third-Floor – Malcolm M. Lucas Board Room

Public Call-In Number: (877) 820-7831 and enter Passcode: 7004216

Meeting materials will be posted on the advisory body web page on the California Courts website at least three business days before the meeting.

Agenda items are numbered for identification purposes only and will not necessarily be considered in the indicated order.

I. OPEN MEETING (CAL. RULES OF COURT, RULE 10.75(C)(1))

Call to Order, Roll Call and Opening Remarks

Approval of Minutes

Approve meeting minutes: Courthouse Cost Reduction Subcommittee meeting on December 7, 2017, and Court Facilities Advisory Committee meeting on April 3, 2018.

II. PUBLIC COMMENT (CAL. RULES OF COURT, RULE 10.75(K)(2))

Members of the public requesting to speak during the public comment portion of the meeting must place the speaker's name, the name of the organization that the speaker represents if any, and the agenda item that the public comment will address, on the public comment sign-up sheet. The sign-up sheet will be available at the meeting location at least one hour prior to the meeting start time. The Chair will establish speaking limits at the beginning of the public comment session. While the advisory body welcomes and

encourages public comment, time may not permit all persons requesting to speak to be heard at this meeting.

Written Comment

In accordance with California Rules of Court, rule 10.75(k)(1), written comments pertaining to any agenda item of a regularly noticed open meeting can be submitted up to one complete business day before the meeting. For this specific meeting, comments should be e-mailed to cfac@jud.ca.gov or mailed or delivered to 455 Golden Gate Avenue, San Francisco, CA 94102, attention: Chris Magnusson. Only written comments received by 5:00 PM on September 26, 2018, will be provided to advisory body members.

III. DISCUSSION ITEMS (ITEMS 1–3)

Item 1

Director's Report on Courthouse Capital Projects (No Action Required – Information Only)

Report on the status of the 10 Senate Bill 1407 courthouse capital projects funded through the enacted 2018 Budget Act (FY 2018–19).

Presenter: Mr. Mike Courtney, Director, Judicial Council Facilities Services

Item 2

Project Labor Agreement (No Action Required – Information Only)

Report on the implementation of the project labor agreement for the New Central San Diego Courthouse project.

Presenter: Mr. Mike Courtney, Director, Judicial Council Facilities Services
Mr. Clifford Ham, Senior Project Manager, Judicial Council Facilities Services

Item 3

Post Occupancy Evaluations (No Action Required – Information Only)

Report on the post occupancy evaluations of the newly completed trial courthouses in Merced and Tehama counties.

Presenter: Mr. Paul Menard, Quality Compliance Manager, Judicial Council Facilities Services

IV. ADJOURNMENT

Adjourn to Education Session (Closed to Public)

**V. EDUCATION SESSION – CLOSED TO PUBLIC
(NOT SUBJECT TO CAL. RULES OF COURT, RULE 10.75)**

Item 1

Judicial Branch Courthouse Construction Program (No Action Required – Education Only)

Educational discussion on courthouse capital projects.

Presenter: Mr. Mike Courtney, Director, Judicial Council Facilities Services

VI. ADJOURNMENT OF MEETING

Adjourn



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COURT FACILITIES ADVISORY COMMITTEE: COURTHOUSE COST REDUCTION SUBCOMMITTEE MEETING

MINUTES OF OPEN MEETING

December 7, 2017

10:00 AM –2:00 PM

Judicial Council of California – San Francisco Office

Subcommittee Members Present: Hon. Jeffrey W. Johnson, CCRS Chair
Hon. Brad R. Hill, CFAC Chair
Hon. Donald Cole Byrd
Hon. Keith D. Davis
Ms. Melissa Fowler-Bradley
Hon. William F. Highberger
Hon. Steven E. Jahr (Ret.)
Hon. Gary R. Orozco
Mr. Kevin Stinson
Mr. Thomas J. Warwick, Jr.

Subcommittee Members Absent: Mr. Stephan Castellanos, FAIA

Others Present: The following Judicial Council staff/others were present:

Hon. Mark A. Mandio, Judge, Superior Court of Riverside County
Mr. W. Samuel Hamrick, Jr., Court Executive Officer, Superior Court of Riverside County
Mr. Chris Talbot, Deputy Executive Officer of Facilities, Superior Court of Riverside County
Mr. Nick Seierup, Design Principal, Perkins+Will

Hon. Kevin R. Culhane, Presiding Judge, Superior Court of Sacramento County
Hon. Lloyd G. Connelly (Ret.), Court Executive Officer, Superior Court of Sacramento County
Mr. Jim Lombard, Chief Deputy Executive Officer, Superior Court of Sacramento County
Mr. Jason T. Miller, AIA, Senior Associate/Project Architect, NBBJ
Mr. Matthew Somerton, Principal, NBBJ
Mr. James L. Tully, Principal, NBBJ

Hon. Ricardo Cordova, Presiding Judge, Superior Court of Stanislaus County
Hon. Jack M. Jacobson, Judge, Superior Court of Stanislaus County
Mr. Hugh K. Swift, Court Executive Officer, Superior Court of Stanislaus County
Ms. Brandi Christensen, Facilities Support Services Manager, Superior Court of Stanislaus County
Mr. James B. Perry, Facilities Consultant
Mr. Michael Duncan, Design Principal, SOM
Mr. Peter Lee, Senior Structural Engineer, SOM
Mr. Steve Sobel, Managing Director, SOM
Mr. Robert Bolin, MEP Engineer, Syska Hennessy Group
Ms. Diane Elliott, Senior Project Manager, Construction Management Agency, Kitchell
Mr. Rick Lloyd, Vice President, Cost Estimating, MGAC

Mr. Mike Courtney, Director, Facilities Services
Mr. Ed Ellestad, Security Supervisor, Facilities Services
Ms. S. Pearl Freeman, AIA, Manager, Facilities Services
Mr. Clifford Ham, Senior Project Manager, Facilities Services
Ms. Lisa Hinton, Project Manager, Facilities Services
Mr. Chris Magnusson, Senior Facilities Analyst, Facilities Services
Ms. Pella McCormick, Deputy Director, Facilities Services
Ms. Kristine Metzker, Manager, Facilities Services
Ms. Deepika Padam, Quality Assurance Supervisor, Facilities Services
Ms. Akilah Robinson, Associate Analyst, Facilities Services
Mr. Jagan Singh, Principal Manager, Facilities Services
Mr. Loren C. Smith, Project Manager, Facilities Services

OPEN MEETING

Call to Order and Opening Remarks

The chair called the meeting to order at 10:00 AM and opening remarks were made.

DISCUSSION AND ACTION ITEMS

Item 1**Riverside County–New Mid-County Civil Courthouse: 50 Percent Design Development Review**

Mr. Clifford Ham, Judicial Council Senior Project Manager, introduced the project team for the New Mid-County Civil Courthouse: from the Superior Court of Riverside County, Judge Mark A. Mandio, Mr. W. Samuel Hamrick, Jr., Court Executive Officer, and Mr. Chris Talbot, Deputy Executive Officer of Facilities; and Mr. Nick Seierup, Design Principal, from Perkins+Will.

Respectively, Mr. Ham and Mr. Seierup presented the project's 50 percent design development plans and drawings consistent with the PowerPoint slides included in the project materials that were posted on line for public viewing in advance of the meeting and available at <http://www.courts.ca.gov/documents/cfac-20171207-ccrs-materials.pdf>. Mr. Ham presented the project's summary, space program, cost estimate, and schedule. Mr. Seierup presented the project's site context, site plan, building elevations, floor plans, courtroom layouts, security elements, building systems (structural, mechanical, electrical, and plumbing), and sustainability. In addition, the following comments were made:

- From an energy-usage perspective and because of efficiency, 100 percent of the building's lighting, including back-of-house spaces, should be LED lighting;
- Given that the exterior cladding of the building is planned for cement plaster, the design team will investigate more durable material, such as tile or a concrete product, for the first five feet in height of the exterior columns as well as at the service dock;
- Cement plaster systems on buildings within this region of the state have an expected lifecycle of 40 years. These systems require regular maintenance as well as painting every 10 years;
- The rooftop mechanical equipment is screened but not covered, and the design team plans to study its lifecycle costs. The climate in Indio is much hotter than in Menifee, and this courthouse location is a much better candidate for uncovered rooftop mechanical equipment; and
- No potable water is planned to irrigate the landscaping. Given the high drought tolerance, the onsite native and adapted vegetation would only be irrigated for the first year. Recycled water for landscape irrigation is not currently available but may become available in the future.

Action: The subcommittee—with the exceptions of Hon. Donald Cole Byrd and Hon. William F. Highberger, as Ex-Officio, non-voting members, and the member absent as shown above—voted unanimously to approve the following motion:

1. The 50 percent design development report is accepted, and the project team move forward to complete 100 percent design development and close out the preliminary plans phase.

Item 2**Sacramento County–New Sacramento Criminal Courthouse: 50 Percent Design Development Review**

Mr. Loren (Mike) Smith, Judicial Council Project Manager, introduced the project team for the New Sacramento Criminal Courthouse: from the Superior Court of Sacramento County, Presiding Judge Kevin R. Culhane, Retired Judge Lloyd G. Connelly, Court Executive Officer, and Mr. Jim Lombard, Chief Deputy Executive Officer; and from NBBJ, Mr. James L. Tully, Principal, Mr. Matthew Somerton, Principal, and Mr. Jason T. Miller, Senior Associate/Project Architect.

Presiding Judge Culhane made introductory statements concerning the project, indicating it was on scope and budget and apprised the advisory committee that Retired Judge Connelly had been affirmed as the court's Court Executive Officer and Mr. Lombard as the court's Chief Deputy Executive Officer.

Respectively, Mr. Smith, Mr. Tully, and Mr. Somerton presented the project's 50 percent design development plans and drawings consistent with the PowerPoint slides included in the project materials that were posted on line for public viewing in advance of the meeting and available at <http://www.courts.ca.gov/documents/cfac-20171207-ccrs-materials.pdf>. Mr. Smith presented the project's background, compliance with the space program, site design, cost estimate, and schedule. Mr. Tully presented the building's stacking and floor plans, building systems (exterior, structural, mechanical, electrical, and plumbing), and sustainability. Mr. Somerton presented the building's design in terms of façade and exterior materials and interior materials applied to the building's entry, public waiting areas and corridors, jury assembly room, and courtrooms. In addition, the following comments were made:

- The layouts of the courtrooms and courtroom holding cores are based on the layouts in the Judicial Council's *Catalog of Courtroom Layouts for California Trial Courts* (June 2015);
- The overage of approximately 3,290 building gross square feet is primarily related to designing space for building operations and for Sheriff's staff and functions for in-custody holding and criminal courtrooms;
- The sallyport is designed to accept Sheriff's buses coming from the nearby jail and any other detention facilities within the county;
- To mitigate glare, transparent glass with a high-performance coating is being applied to the north-facing side of the building;
- The application of wood is very limited in the building and applied to only four principal areas: wood paneling in the jury assembly room and at the building entry's security screening stations (at approximately \$80 per square foot because it also contains a ballistic element); and wooden courtroom doors with side panels and courtroom millwork (at approximately \$55–60 per square foot);
- The seal (of approximately \$5,000) to be applied in the public lobby area is not engraved or etched but similar to a sign mounted to the concrete wall;
- No access is available from the courtyard into the jury assembly room, and a landscape buffer and grade difference are present to separate the courtyard from the jury assembly room windows;
- Gypsum board with an applied hard surface (such as tile) is considered for the public corridors;

- The building's primary lateral system for earthquakes and wind is a concrete shear wall system and secondary system at the perimeter, for resisting progressive collapse and as required by code, is a steel moment frame system;
- The project is currently tracking for LEED Gold certification, which is over the minimum standard of LEED Silver;
- The building will not be entirely wireless by the time it is constructed and will contain a hardwired backbone in the intermediate distribution facility (IDF) as well as copper wiring for certain systems such as vertical transportation (elevators) and security; and
- A new rail line track is planned for H Street, which borders the site to the south.

Action: The subcommittee—with the exceptions of Hon. Donald Cole Byrd and Hon. William F. Highberger, as Ex-Officio, non-voting members, and the member absent as shown above—voted unanimously to approve the following motion:

1. The 50 percent design development report is accepted, and the project team move forward (to complete 100 percent design development and close out the preliminary plans phase) furthering the design process (to begin the working drawings phase).

Item 3

Stanislaus County–New Modesto Courthouse: 50 Percent Design Development Review

Mr. Deepika Padam, Judicial Council Quality Assurance Manager, introduced the project team for the New Modesto Courthouse: from the Superior Court of Stanislaus County, Presiding Judge Ricardo Cordova, Judge Jack M. Jacobson, Mr. Hugh K. Swift, Court Executive Officer, and Ms. Brandi Christensen, Facilities Support Services Manager; and from SOM, Michael Duncan, Design Principal, Mr. Steve Sobel, Managing Director, and Mr. Peter Lee, Senior Structural Engineer; from Syska Hennessy Group, Mr. Rob Bolin, MEP Engineer; from Construction Management Agency, Kitchell, Ms. Diane Elliott, Senior Project Manager; from MGAC cost estimating, Mr. Rick Lloyd, Vice President; and facilities consultant to the project, Mr. James B. Perry.

Respectively, Ms. Padam, Mr. Duncan, Mr. Lee, and Mr. Bolin presented the project's 50 percent design development plans and drawings consistent with the PowerPoint slides included in the project materials that were posted on line for public viewing in advance of the meeting and available at <http://www.courts.ca.gov/documents/cfac-20171207-ccrs-materials.pdf>. Ms. Padam presented the project's summary including prior cost-study directives, cost estimate, and schedule. Mr. Duncan presented the project's site plan, landscape design, and the building's stacking and floor plans and design in terms of façade and exterior materials and interior materials applied to the building's entry, public waiting areas and corridors, jury assembly room, courtrooms, chambers, and jury deliberation rooms. Mr. Lee presented the savings to the building's structural design in both the superstructure and substructure. Mr. Bolin presented the mechanical system and sustainability. In addition, the following comments were made:

- The sunshade applied to the exterior of the building is similar in design to the shading device applied to the new courthouses in San Bernardino and San Diego. The design team is proficient in understanding

the angle at which the sunshade should be applied as well as employing bird control devices to minimize birds roosting or nesting;

- The layouts of the trial courtrooms are based on the layouts for the new San Diego Central Courthouse in the Judicial Council’s *Catalog of Courtroom Layouts for California Trial Courts* (June 2015);
- For new courthouse buildings, Judicial Council Facilities Services’ threshold for steel is 20.0 pounds per square foot, and at 18.5 pounds per square foot, this building is designed under the threshold;
- The building’s structural system has been optimized to accommodate different exterior skins: cement plaster (stucco), glass-fiber reinforced concrete, composite architectural precast panels (CAPP), or architectural precast concrete panels (APC). Any of these exterior skins may be applied to the building without incurring additional cost to the structural system;
- The project has the lowest construction cost per square foot of any of the SB 1407 courthouse capital projects. Owing to this condition, the exterior façade of the tower portion of the building had to be planned for cement plaster at floor levels 2–8 and APC applied only at the first floor. Judicial Council Facilities Services staff does not recommend constructing this building with cement plaster on the upper floors for the following reasons: it is rarely used in high-rise buildings and compared to the three other systems referenced above is the least durable, requires regular maintenance, has the least surface articulation for architectural variation, and is the costliest over a 30-year life cycle. Staff recommends an increase to the project budget of \$2.1 million for either CAPP or APC instead of cement plaster; and
- The judicial branch’s budget to maintain existing facilities has never afforded costs for painting the exterior of court facilities as part of regularly-scheduled maintenance. For this project, and because the costs will also not be afforded in the future, applying a cement plaster system requiring painting every five to ten years should be avoided.

Action: The subcommittee—with the exceptions of Hon. Donald Cole Byrd and Hon. William F. Highberger, as Ex-Officio, non-voting members, and the member absent as shown above—voted unanimously to approve the following motion:

1. The project budget is increased by \$2.1 million for the expressed purpose of allowing the design team to consider the application of CAPP or APC to provide a more durable exterior façade; and
2. The 50 percent design development report is accepted, and the project team move forward to complete 100 percent design development and close out the preliminary plans phase.

ADJOURNMENT

There being no further business, the meeting was adjourned at 2:00 PM.

Approved by the subcommittee on _____.



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MINUTES OF OPEN SESSION OF MEETING

April 3, 2018

10:00 AM – 1:00 PM – Open Session

Judicial Council of California – San Francisco Office

**Advisory Body
Members Present:**

Hon. Brad R. Hill, Chair
Hon. Patricia M. Lucas, Vice-Chair
Hon. Donald Cole Byrd
Hon. Keith D. Davis
Hon. Robert D. Foiles
Ms. Melissa Fowler-Bradley
Hon. William F. Highberger
Hon. Steven E. Jahr (Ret.)
Hon. Jeffrey W. Johnson
Hon. Laura J. Masunaga
Mr. Stephen Nash
Hon. Gary R. Orozco
Hon. David Edwin Power (Ret.) (by phone)
Ms. Linda Romero Soles
Mr. Larry Spikes
Mr. Kevin Stinson
Mr. Val Toppenberg
Hon. Robert J. Trentacosta
Mr. Thomas J. Warwick, Jr.

**Advisory Body
Members Absent:**

Mr. Stephan Castellanos, FAIA
Mr. Anthony P. Capozzi

Others Present:

The following Judicial Council staff/others were present:

Ms. Cindia Martinez, Interim Court Executive Officer, Superior Court of Glenn County
Mr. Jeremy Cortez, Chief Deputy of Finance and Administration, Superior Court of Los Angeles (by phone)
Mr. Allen Leslein, Director of Facilities, Superior Court of Los Angeles (by phone)
Hon. Patricia L. Kelly, Presiding Judge, Superior Court of Santa Barbara (by phone)
Mr. Darrel E. Parker, Court Executive Officer, Superior Court of Santa Barbara (by phone)
Ms. Mary Majich Davis, Chief Deputy Court Executive Officer and CJER Governing Committee Liaison to the CFAC, Superior Court of San Bernardino
Mr. Mike Courtney, Director, Facilities Services
Mr. Jagandeep Singh, Principal Manager, Facilities Services
Mr. Ed Ellestad, Security Supervisor, Facilities Services
Mr. Chris Magnusson, Senior Facilities Analyst, Facilities Services
Mr. Charles Martel, Supervising Attorney, Legal Services
Ms. Pella McCormick, Deputy Director, Facilities Services
Ms. Akilah Robinson, Administrative Specialist, Facilities Services

OPEN SESSION OF MEETING

Call to Order, Opening Remarks, and Approval of Meeting Minutes

The chair called the Open Session of the meeting to order at 10:00 AM and opening remarks were made. He welcomed Ms. Mary Majich Davis, Chief Deputy Court Executive Officer of the Superior Court of San Bernardino and appointed liaison to the advisory committee from the Governing Committee of the Center for Judicial Education and Research (CJER). Ms. Davis position as liaison would help the two advisory committees partner on education needs. The advisory committee voted unanimously (with the abstention of all members absent from the September 9, 2017, meeting and the exceptions of judges Donald Cole Byrd and William F. Highberger, as Ex-Officio, non-voting members, and of the members who were absent as shown above) to approve the minutes from its meeting held on September 9, 2017.

OPEN SESSION – DISCUSSION AND ACTION ITEMS

Item 1**Glenn County–Renovation and Addition to Willows Courthouse: Project Review**

The following persons presented this project to the advisory committee:

- Hon. Donald Cole Byrd, Presiding Judge, Superior Court of Glenn County
- Ms. Cindia Martinez, Interim Court Executive Officer, Superior Court of Glenn County
- Mr. Jagandeep Singh, Principal Manager, Judicial Council Facilities Services
- Mr. Chris Magnusson, Senior Facilities Analyst, Judicial Council Facilities Services

Mr. Singh presented the project's overview, site context, highlights of critical conditions, and design/budget options (Option 1: Current Design and Option 2: Project Redesign for a Smaller Building) consistent with the PowerPoint slides included in the project materials that were posted on line for public viewing in advance of the meeting and available at www.courts.ca.gov/documents/cfac-20180403-materials.pdf. The content of the PowerPoint slides was previously presented to the advisory committee on September 7, 2017. In September 2017, and because construction program funding was unavailable for the advisory committee to move the project forward, the presentation was simply taken under advisement.

Concerned a smaller court building would significantly impact court operations, Judicial Council Facilities Services staff requested approval to proceed with Option 1 to maintain the current design. In addition, the following comments were made:

- Significant factors contributing to the delay and increased cost of this project included the lack of available funding, unforeseen site conditions such as the demolition of the connector building as required by the Office of the State Fire Marshal, and escalation of the project's budget of three-to-five percent per year;
- If the project was delayed for a year or two for its redesign, then the outcome would not only be a much less efficient design for the court but no cost savings would be achieved, as the project's budget would climb back up to the amount needed to maintain the current design; and
- For consistency among capital projects proposed for the Governor's Budget, the California Department of Finance (DOF) has established that every state entity use the California Construction

Cost Index (CCCI). The CCCI, which is forecasted each year, is managed by the California Department of General Services. However, and over the same periods of time, adjustments to the CCCI do not track with actual cost increases of the construction industry. For example, and in times of inflation as is the current condition within the state, the CCCI is not tracking with current construction industry cost increases of 7–10 percent per year. Moreover, inflationary conditions can even occur regionally within the state, as the San Francisco Bay Area for example is currently experiencing increases of more than 10 percent per year.

Action: The advisory committee—with the exceptions of judges Donald Cole Byrd and William F. Highberger, as an Ex-Officio, non-voting members, and the members who were absent as shown above—voted unanimously to approve the following motion:

1. The project is approved to move forward in its current design (Option 1) and with a funding augmentation of \$4.6 million to complete the Working Drawings phase.

Item 2

Los Angeles County–New Los Angeles Mental Health Courthouse: Project Site Review

The following persons presented this project to the advisory committee:

- Hon. William F. Highberger, Judge, Superior Court of Los Angeles County
- Mr. Jeremy Cortez, Chief Deputy of Finance and Administration, Superior Court of Los Angeles County
- Mr. Allen Leslein, Director of Facilities, Superior Court of Los Angeles County
- Ms. Pella McCormick, Deputy Director, Judicial Council Facilities Services

Ms. McCormick presented the project’s status, including details of its authorization, background, and challenges, and a prospective site for the new courthouse, including processes involved with transferring its jurisdiction, consistent with the PowerPoint slides included in the project materials that were posted online for public viewing in advance of the meeting and available at www.courts.ca.gov/documents/cfac-20180403-materials.pdf. In addition, the following comments were made:

- In October 2016, the existing Los Angeles Mental Health Courthouse was evacuated due to structural fissures in the roof supports. Analyses to correct its deficiencies concluded costs exceed the value of the building and sensible asset management/practices. At the time, the court moved its calendars/operations to the Metropolitan Courthouse, where it is currently in the process of reducing the overcrowded situation by moving them to the existing Hollywood Courthouse;
- The original project had been to renovate the existing Hollywood Courthouse; however, the renovation was determined infeasible due to the discovery of an earthquake fault line running through the site. The project scope was then changed to demolish the existing building and construct a new building on site and at a safe distance from the earthquake fault. Owing to the court’s current need to occupy the existing Hollywood Courthouse, this project scope can no longer be carried out on site, and a new site is needed;
- In May 2017, the advisory committee approved the court’s request for the project to remain on the list of active Senate Bill 1407 courthouse capital projects and restored the project’s site acquisition

budget. Mindful of the very high cost of land in Los Angeles County, underutilized state-owned properties were among those considered. A top candidate site was a property owned by the California Department of State Hospitals (DSH) at the Metropolitan State Hospital (MSH) in the City of Norwalk. This site is approximately 13 acres in size and currently contains numerous vacant buildings that formerly served as housing units for patients. Though not the final authority to authorize the transaction (which would be the DOF/State Public Works Board), the DSH's initial response was favorable to the concept of transferring the jurisdiction of the portion of land needed for the new courthouse project and particularly because the project would pay the cost to demolish some of the many unwanted vacant buildings;

- Judicial Council Facilities Services staff has not yet performed its due diligence—for property entitlements as well as to address existing environmental and seismic conditions through phase I and phase II environmental assessments and a seismic assessment—on this top candidate site in Norwalk. With the advisory committee's direction, staff would do so following agreement to a site acquisition process established by the DOF. Staff is hopeful this process can be a straight transfer of jurisdiction, which is typically a low- or no-cost approach and accomplished within a short timeframe when taking place between executive branch agencies. In this case, this transfer would be between the executive and judicial branches, for which there is no precedent and may involve certain restrictions that could cause it to be non-administrative. Also, and based on the DSH's ability to renovate and expand its facilities at this location over time, it is unlikely that an earthquake fault line is running through the site; and particularly because this entity is subject to the statewide hospital seismic safety act that would have otherwise prevented the property's ongoing improvement; and
- The process of acquiring land through a voluntary process has been extremely difficult, to find owners of private land willing to sell their property for the purposes of a mental health courthouse. The idea to use state-owned property already associated with mental health facilities addresses this dilemma.

Action: The advisory committee—with the exceptions of judges Donald Cole Byrd and William F. Highberger, as an Ex-Officio, non-voting members; and the members who were absent as shown above—voted unanimously to approve the following motions:

1. The project is approved to move forward to request a land transaction with the DOF/DSH to acquire property on the MSH campus in the City of Norwalk.
2. Judicial Council Facilities Services staff continue the site selection process for other viable sites in the event the acquisition of the MSH site does not occur.

Item 3

Santa Barbara County–New Santa Barbara Criminal Courthouse: Project Review

The following persons presented this project to the advisory committee:

- Hon. Patricia L. Kelly, Presiding Judge, Superior Court of Santa Barbara County
- Mr. Darrel E. Parker, Court Executive Officer, Superior Court of Santa Barbara County
- Ms. Pella McCormick, Deputy Director, Judicial Council Facilities Services
- Mr. Jagandeep Singh, Principal Manager, Judicial Council Facilities Services

Ms. McCormick presented the project's current status, including details of its authorization, the scope and findings of a study of a joint court-county building to reduce cost, and the merits of acquiring additional site area, consistent with the PowerPoint slides included in the project materials that were posted online for public viewing in advance of the meeting and available at www.courts.ca.gov/documents/cfac-20180403-materials.pdf. In addition, the following comments were made:

- Because the current configuration of the state-owned property is irregularly shaped, it requires the existing Figueroa Courthouse to be demolished for the new courthouse building to be constructed. The property's irregular shape has required a two-phased project schedule which in turn has driven the project's budget problem. This schedule has involved numerous milestones including but not limited to the following: constructing the new courthouse building while keeping the existing Figueroa Courthouse in operation; constructing a temporary entrance from the existing courthouse building to the new courthouse building; moving all court calendars/operations into the new courthouse; demolishing the old courthouse building; and finishing the construction of the new courthouse to create its entrance from Figueroa Street;
- Though the County of Santa Barbara has opted out of the project—believing its needs could be met for approximately half of their estimated share determined by the study—it is supportive of the project and willing to consider a real estate transaction to provide the additional site area of .23 acres for the project to be constructed on a more regularly-shaped site and in a single phase;
- Acquiring this additional site area allows the existing Figueroa Courthouse to remain intact and operational during construction. It also preserves the land under the existing Figueroa Courthouse for future divestment, with funds estimated between \$21–23.5 million returned to the Immediate and Critical Needs Account (ICNA). Returning these funds to the ICNA at a future time reimburses the ICNA for a substantial portion of the cost of the recommended project option (Option 2) including its current deficit of \$5.5 million; and
- As an option in lieu of paying cash to afford the additional site area currently estimated at \$2.5 million, and based on the County of Santa Barbara's interest in the obtaining the land under the existing Figueroa Courthouse from the state in the future, Judicial Council Facilities Services staff described offering the county an equity stake in that property.

Action: The advisory committee—with the exceptions of judges Donald Cole Byrd and William F. Highberger, as an Ex-Officio, non-voting members; and the members who were absent as shown above—voted unanimously to approve the following motion:

1. The project is approved to move forward with a funding augmentation of \$5.5 million and to take all necessary steps to acquire—whether through cash payment or equity stake in the land under the existing Figueroa Courthouse—additional land from the County of Santa Barbara for the project to be constructed on a more regularly-shaped site and in a single phase, which preserves intact the land under the existing Figueroa Courthouse for future divestment with funds estimated between \$21-23.5 million returned to the ICNA.

**ADJOURNMENT TO EDUCATION SESSION (CLOSED TO PUBLIC) AND
ADJOURNMENT**

There being no further business, the Open Session of the meeting was adjourned at 1:00 PM, and the advisory committee moved to the Education Session of the meeting. The Education Session of the meeting—which was closed to the public and not subject to Cal. Rules of Court, Rule 10.75—was adjourned at 2:00 PM.

Approved by the advisory body on_____.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO: PROJECT LABOR AGREEMENT IMPLEMENTATION

A Project Labor Agreement (PLA) for the Superior Court of California, San Diego Central Court Building projectⁱ was executed between Rudolph & Sletten Inc.ⁱⁱ and the San Diego Building & Construction Trades Council.

The PLA functioned as envisioned. During nearly four years of site preparation & construction this PLA: prevented strikes on the project; insulated the general contractor from disputes between trade unions; used local union workers first; and increased participation in the construction trade council apprenticeship program that is intended to develop skilled workers in the San Diego region construction industry.

This PLA did not: introduce significant impediments to construction; neither hindered nor accelerated the pace of construction; and did not insulate the Project from disruptions due to labor disputes beyond this construction site.

Throughout the project Judicial Council project managers prepared periodic reports on the implementation & impacts of the PLA based on interviews with local union representatives, certain project Subcontractors, as well as Rudolph & Sletten (R&S); this report includes excerpts of findings from those periodic reports.

The Judicial Branch construction insurance program reported that for the San Diego Central Court Building, 85% of the construction contract labor value was held by union subcontractors compared with about 75% of contract value for all Judicial Council court building construction projects, which are typically not covered by a PLA.

The construction unions favored the hire-locals-first strategy of the PLA; the subcontractors noted the PLA facilitated acquiring skilled labor from outside San Diego when the local capacity was insufficient. R&S reported that the PLA insulated it from jurisdictional disputes between trade unions, which freed the general contractor to focus on construction scheduling, installation quality, procurement, and other important tasks.

Monthly PLA meetings were attended by the San Diego Building & Construction Trades Council (SDBC), business agents for the local construction unions, R&S and the Judicial Council. The meetings, chaired by the SDBC representative, planned and discussed upcoming work, introduced new subcontractors to business agents, assigned work (with R&S) to trade unions, alleviated disputes, and provided a platform for communication between the various trades, unions, Subcontractors and R&S.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO: PROJECT LABOR AGREEMENT IMPLEMENTATION

Excerpts from periodic PLA Implementation Reports

Period of Performance

July-Sept 2014

All contractors engaged in production to-date have been able to provide full construction labor in compliance with requirements of the PLA; 42% of the 63 Project subcontractors and 11 third tier subcontractors put construction work in place during this period. A weekly average of 65-70 construction trade staff were on site daily. This number increased as the erection of the steel commenced at the end of the 2014.

Oct-Dec 2014

During this period concrete rat slabs (working slabs) are poured on the soil at bottom the excavation to create smooth surface for waterproofing. The first of approximately 4 million pounds of foundation rebar was installed as well as approximately 8 miles of chilled water tubes to control curing of the 8-foot-thick concrete mat foundation. 16,329 cubic yards of concrete was placed for the foundation in 4 separate pours that took place over the weekends during the months of November and December. We did not observe any shortage of laborers during the large mat foundation pours in December.

The concrete subcontractor did not report a negative impact from this PLA, noting that although laborers and carpenters historically perform the same work in concrete installation the PLA resolved this jurisdictional overlap.

Jan-Mar 2015

All subcontractors engaged in production to-date have been able to provide construction labor in compliance with the PLA. In the event of temporary local labor shortages, the subcontractors acquired skilled labor from unions in other areas; the PLA facilitated this transfer of construction worker.

The crane subcontractor had mixed opinions regarding the PLA, reporting that working with the operating engineers local has been fantastic; however, the PLA has restricted the number of internal company staff that could be used on the project. The subcontractor reports increased costs since the union rules require three operating engineers plus one additional engineer when three tower cranes are in use on the site.

One of the project's largest subcontractors – Berg Electrical – subcontracted with a local union electrical contractor (Neal Electric) to perform all field labor and provide the apprentices as well as manage all skill training in accordance with the PLA.

April-June 2015

The masonry subcontractor initially was not able to properly staff the project with just local union. This caused a delay in constructing the concrete masonry unit walls in the basement levels. R&S and the masonry subcontractor mitigated this delay by importing laborers from outside San Diego, changing the sequence of work in levels B2, B1, & Level 1, and switching to a 6-day work week to compensate for the labor shortage.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO: PROJECT LABOR AGREEMENT IMPLEMENTATION

The structural steel subcontractor stated that San Diego region did not have enough ironworkers to support the project; about 50 percent of the ironworkers came from the Los Angeles area union locals. During this reporting period structural steel frame and metal floor decking was erected to level 14 (of 25). The structural steel continued to be fabricated, delivered, and erected in accordance with the construction schedule. The tower cranes and the personnel / material lifts were raised every third weekend to keep pace with the construction.

The crane subcontractor reported there are 2 apprentices and 6 journeymen on site operating the three cranes, two man-lifts, and one concrete pump.

Jan-March 2016

There were no labor shortages or significant disputes to report during this period.

July-Sept 2016

R&S requested unions prepare to acquire additional labor in the finish trades (ceilings, drywall, finish carpentry, fire protection, low voltage, painters, and signage) for the home stretch run towards Beneficial Occupancy.

Timely Acquisition of Construction Trade Labor

The construction work eventually progressed to 7 days a week, 24 hours a day for certain trades. R&S reported there was not a significant or prolonged shortage of skilled labor even with 3 shifts daily.

Apprentice Program Participation

A total of 543 apprentices participated in Central Court Building construction. The local union business agents reported the apprentice program worked well. The program provided better qualified personnel for the project and eventually to the San Diego region.

Training & Skilled Workforce

The PLA took advantage of the trade unions on-going training and certification program; including requirements that workers maintain current certifications and skill levels.

Quality & Schedule

A high level of quality work was generally maintained throughout the project. Although sufficient numbers of skilled and motivated workers were provided – complications with the integration of life-safety systems and related inspections created delays in completing construction. Without this PLA construction delays would have been magnified by shortage of skilled workers.

Safety

Construction of the project required more than 2.4 million labor hours during 1,476 work days. The job had 3 reportable loss time injuries and 40 doctor's cases.

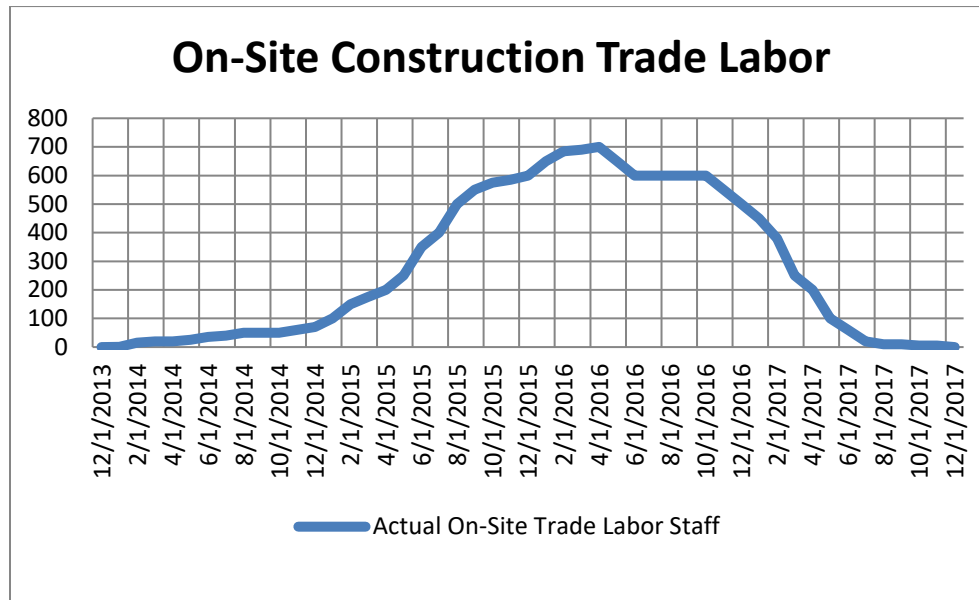
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO: PROJECT LABOR AGREEMENT IMPLEMENTATION

The table below summarizes the trade labor hours work on the project by subcontractor, including and second/third tier subcontractors who provided labor on the project.

SUMMARY OF CRAFT HOURS WORKED					
A.O. Reed & Company	56,835	Davey Tree Expert Company	46	Parron Hall Corporation	24,740
ABG Caulking Contractors, Inc	94	Diamond Environmental Services	127	Patriot Environmental Services, Inc	32
ACP Blason LLC	232	Diversified Window Coverings Inc	1,509	Pavement Recycling Systems, Inc.	104
Air Balance Co., Inc.	5,293	EBS Utilities Adjusting Inc.	83	Penhall Company	1,285
Alcala Co., Inc.	10,209	Elevator Suspended Platform LP	511	Performance Contracting Inc	441,691
Anglemyer Crane Rental	23	Farwest Insulation Contracting	4,854	Prime Coat II LLC	7,677
Anning Johnson Company	33,020	Forkert Engineering & Surveying Inc.	4,900	ProInstallations Inc dba: Prospectra	31,870
Architectural Glass and Aluminum	46,309	Frank Smith Masonry, INC	36	PSI3G Inc.	5,802
Assa Abloy Entrance Systems	106	Gaul & Gaul Inc.	269	Pyro-Comm Systems, Inc.	251
B & I Equipment Rental - Western	51	Gerdau Reinforcing Steel	28,297	QOL Corp dba Custom Engineered	10,837
Baker Electric, Inc	16,620	Hasson Painting Contractors Inc	53,331	RAM Installations	3,765
Bali Construction Inc	3,084	HMS Construction Inc	529	RH Office Interiors Inc	108
Bassett Construction Inc.	27,527	ISEC Incorporated (AWW)	94,451	Rudolph & Sletten San Diego Office	237,291
Bergelectric Corporation	325,473	J&M Marine dba Ultra Underground	60	S.J. General Building Maintenance Inc	6,584
Bob's Crane Service	25	JC Ehrlich Co., Inc	155	San Diego Artworks, LLC	12
Bonita Valley Excavation, Inc.	262	Kamran Metalworks Inc	135	Select Electric Inc.	11,682
Bragg Crane Service	1,095	Karcher Interior Systems, Inc.	5,169	Sharma General Engineers	5,435
Brewer Crane & Rigging	60,498	Klaser Tile	23,116	Shaw & Sons	6,536
Bryant Surveys, Inc.	847	L B & K	63	Skymaster Inc	4,045
California Hi Tech Floor, Inc.	24,803	Letner Roofing Co.	6,057	Sunrise Bobcat & Hauling Service	248
California Sheet Metal	195	Lukkes Striping Inc	516	Surf City Steel, Inc	16,498
Casper Company	4	Martin Integrated	53,446	The Herrick Corporation	118,029
Challenger Sheet Metal Inc	42	MB HERZOG ELECTRIC, INC.	8,540	University Mechanical & Engineering	149,824
CLARK PACIFIC	56,198	McKeon Door West Inc.	2,023	ValleyCrest Landscape	2,247
Clauss Construction	7,325	MERLI CONCRETE PUMPING	38	Viking Drillers Inc	908
CML RW Security	37,330	Morley Construction Company	121,849	Washington Iron Works	40,182
Co's Traffic Control, Inc.	364	Mr. Crane (sub to Herrick Steel)	549	Western Paving Contractors	651
Coast Waterproofing (ISEC DFH)	36	NRG Building and Consulting Inc.	58	Western Title & Marble	68,819
Condon Johnson & Associates Inc	11,179	Otis Elevator	60,303	Winegardner Masonry Inc.	22,590
Sub Total	725,074	Subtotal	471,014	Subtotal	1,219,738
				Total	2,415,828

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO: PROJECT LABOR AGREEMENT IMPLEMENTATION

This table below summarizes trade labor on the project in terms of the actual workforce by month.



Project Data

ⁱ The new San Diego Central Court Building consolidated the Superior Court, San Diego County central district 71 criminal, family, probate, civil court departments and the central court administration into a 23-story building of more than 700,000 square foot. The Central Court Building encompasses an entire city block in the civic center, with light rail station at the front entrance. A 170 ft pedestrian bridge was constructed over the light rail tracks to connect the County Hall of Justice, containing Superior Court departments and County justice agencies with the Central Court Building. Building construction began on July 9, 2014, the court building was turned over to the Judicial Council on November 7, 2017, with punch list work and renovation of the previous Jury Assembly space in the adjacent Hall of Justice completed on May 30, 2018. A Notice of Completion for the Central Court Building was recorded on June 6, 2018. Total Construction Cost was approximately \$478.5 million.

ⁱⁱ Rudolph & Sletten performed preconstruction and construction services for the Judicial Council of California, that owns and operates the Central Court Building, in accordance with a Construction Manager @ Risk contract. R&S did not self-perform construction trade work. The Judicial Council was not a direct party to the Project Labor Agreement



Date: August 20, 2018

To: Facilities Advisory Committee
c/o Chris Magnusson
455 Golden Gate Ave., 8th Floor
San Francisco, CA 94102-3688

Subject: AOC Consideration of Project Labor Agreement on Courts Projects

Dear Mr. Magnusson,

I'm a Regional Vice President of a California construction company that has worked on and bid on numerous contracts for the Judicial Council of California. We have successfully completed multiple JCC/AOC projects including most recently the Santa Clara Family Justice Center and the San Diego Central Courthouse. Additionally, we bid on the Stockton Courthouse and budgeted both the Redding and Yreka Courthouses. We are a highly competent, experienced and qualified contractor, who through assignment of Project Labor Agreements, will not participate in these types of contracts.


My company does not bid or work on construction contracts that require businesses to sign Project Labor Agreements or similar agreements with labor unions. We are a merit shop (non-union). Our employees can go to the unions at any time and ask to be dispatched to a job with a unionized company, however they choose to work for us.

A Project Labor Agreement means our employees lose their jobs to workers who are dispatched through the union hiring hall system rather than from our company. It would also mean that we as an employer would be required to pay health and retirement benefits to union-affiliated trust funds, of which our employees would more than likely never see, instead of to our employees' own benefit plans.

It's not the business of government to force private companies and their employees into specific arrangements for labor relations. Nor is it proper to require companies to make benefit payments on behalf of their employees to specifically designated alternative programs. Unless our employees stay in the union(s) for multiple years, they never benefit from those payments.

The Project Labor Agreements with unions are favoritism for a special interest group and disfavor us. I am writing you to urge you to please stop including requirements in your bid specifications for companies to sign union agreements.

Very Truly Yours,



Peter Casazza
Regional Vice President
Bergelectric Corp.
pcasazza@bergelectric.com

From: Jason Blum
To: [Magnusson, Chris](#)
Cc: [Greg Anderson](#)
Subject: AOC Courthouse Projects
Date: Wednesday, August 22, 2018 3:03:43 PM

Facilities Advisory Committee
c/o Chris Magnusson
455 Golden Gate Ave., 8th Floor
San Francisco, CA 94102-3688

Dear Mr. Magnusson,

I'm an owner of Rex Moore Group of California that has worked and bid on several contracts for the Judicial Council of California including the Susanville Courthouse, Gibson, Kings County and others.

My company does not bid or work on construction contracts that require businesses to sign Project Labor Agreements or similar agreements with labor unions. Our workers can go to the unions at any time and ask to be dispatched to a job with a unionized company. They choose to work for us.

A Project Labor Agreement means our employees lose their jobs to workers dispatched through the union hiring hall system. It means we as an employer would be required to pay health and retirement benefits to union-affiliated trust funds instead of our employees' own benefit plans.

It's not the business of government to force private companies and their employees into specific arrangements for labor relations. Nor is it proper to require companies to make benefit payments on behalf of their employees to specifically designated alternative programs. Unless workers stay with the unions for a long period of time, they never benefit from those payments.

Your Project Labor Agreements with unions are favoritism for a special interest group and disfavor us. Please stop including requirements in your bid specifications for companies to sign union agreements.

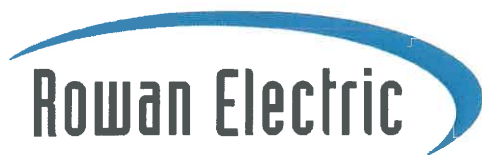
Sincerely,

Jason Blum
President



Jason Blum | President | www.rexmoore.com
Phone: **916-231-7878** | Fax: **916-231-7828** | Cell: **775-750-8749** | **6001 Outfall Circle, Sacramento, CA 95828**

Delivering Unmatched Integrated Electrical Solutions



August 23, 2018

Facilities Advisory Committee
c/o Chris Magnusson
455 Golden Gate Ave., 8th Floor
San Francisco, CA 94102-3688

Dear Chris Magnusson,

I'm an owner of a California construction company that has bid on contracts for the Judicial Council of California.

My company does not bid or work on construction contracts that require businesses to sign Project Labor Agreements or similar agreements with labor unions. Although our workers are free to go to the unions at any time and ask to be dispatched to a job with a unionized company, they choose to work for us.

A Project Labor Agreement means our employees lose their jobs to workers dispatched through the union hiring hall system. If we were to contract under a Project Labor Agreement, it would mean we as an employer would be required to pay health and retirement benefits to union-affiliated trust funds instead of our employees' own benefit plans.

It's not the business of government to force private companies and their employees into specific arrangements for labor relations. Nor is it proper to require companies to make benefit payments on behalf of their employees to specifically designated alternative programs. Unless workers stay with the unions for a long period of time, they never benefit from those payments.

Your Project Labor Agreements with unions are favoritism for a special interest group that disfavor us. Please stop including requirements in your bid specifications for companies to sign union agreements.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Rowan', with a long horizontal flourish extending to the right.

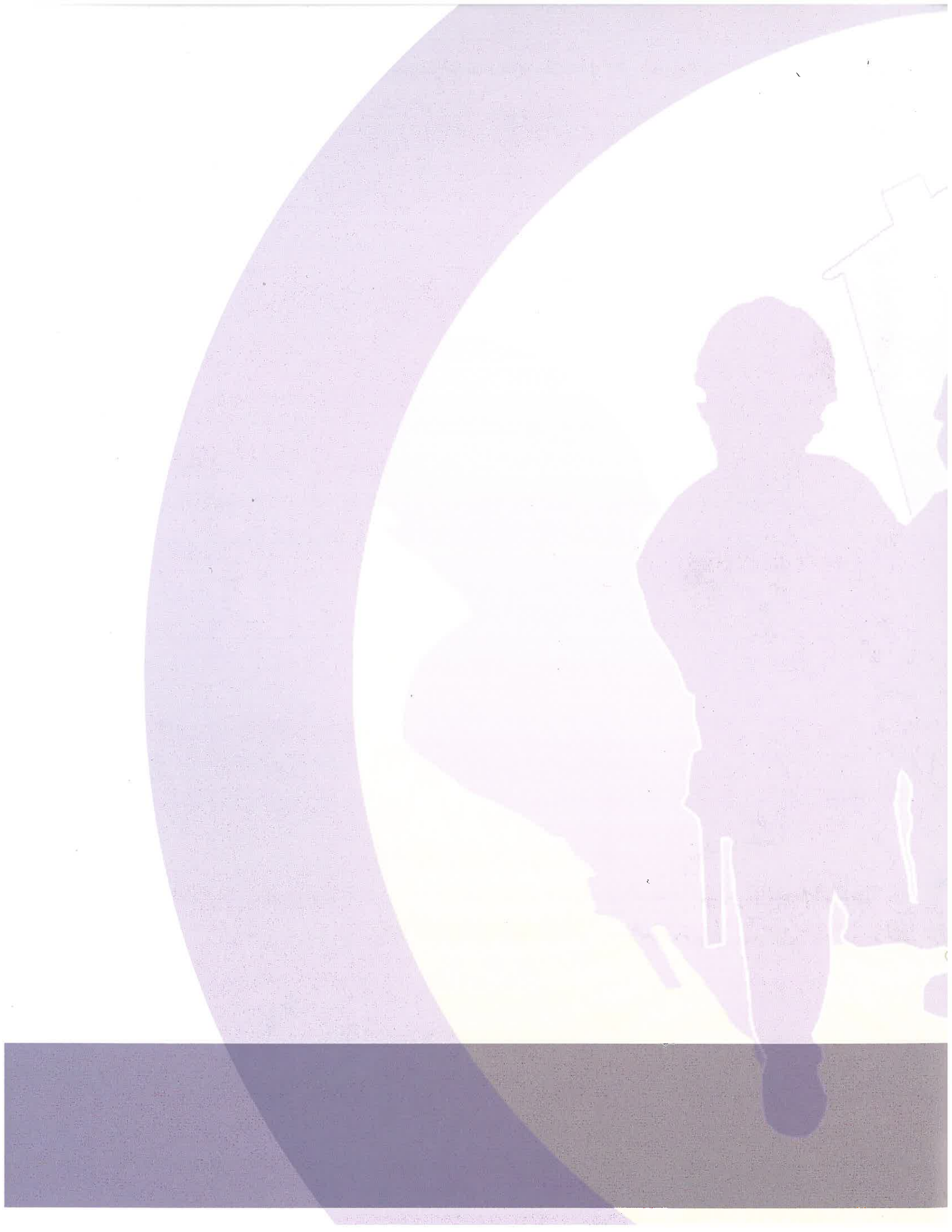
Paul Rowan
President

PLEASE NOTE:

The following correspondence was provided in the form of hard copy pamphlet that was distributed to the members of the Court Facilities Advisory Committee during the meeting's Open Session. To capture these documents as part of the public record, they were scanned and inserted into the electronic meeting binder following the conclusion of the meeting.



Building A Better California!



Formed in 1998, CFEC is a coalition of concerned contractors (union and merit shop), associations, and businesses dedicated to educating owners, elected officials, the construction industry, and taxpayers about the regressive threat of union-only labor agreements; along with abusive, discriminatory tactics such as “greenmail.”

CFEC is a frontline regional promoter for policies that foster open competition and fairness in the construction industry.

CFEC's highly skilled and experienced staff works to counter any threat that undermines those principles. CFEC advocates equal opportunity for all construction workers – whether union or non-union.



about
CFEC

Spearheading open competition campaigns and promoting fair employment legislation and directives throughout the state, CFEC maintains a presence throughout California, with offices in San Diego and Sacramento. CFEC's activities to date have helped to keep over \$5 billion in construction projects in California open for all to work on.

our **mission**

The mission of the Coalition for Fair Employment in Construction is to promote open competition and equal opportunity for all owners, workers, and taxpayers whether union or non-union. In pursuing our objectives,

CFEC educates elected officials, owners, workers and taxpayers about potentially discriminatory contracting practices such as union-only Project Labor Agreements (PLAs), unfair prequalification requirements and corresponding abusive tactics such as “greenmail.”

CFEC serves as a promoter of policies that facilitate open competition and fairness in the construction industry and to be counted as the voice of the underrepresented contracting majority. On behalf of our stakeholders - the builders, contractors, and construction workers of California - we will stand up and be counted as the regional voice of the underrepresented contracting majority.

CFEC believes taxpayers are entitled to open competition on publicly funded projects and that discrimination is unacceptable against anyone in the construction industry, whether on public or private construction projects. The men and women comprising the construction work force should retain the right to elect whether to adopt union representation in accordance with the laws of the United States of America.

our
Vision

Their participation on a construction project should be based on the merit of the work – not whether they are union or non-union.

UNION-ONLY LABOR AGREEMENTS AND “GREENMAIL”

WHAT IS A UNION-ONLY LABOR AGREEMENT?

A union-only labor agreement, also known as a **Project Labor Agreement (PLA)**, is a

mandated pre-bid specification negotiated between a project owner and construction trade unions. Union-only labor agreements can be as long as 60 pages. When a union-only labor agreement is imposed on a project, all contractors and subcontractors working on the project must sign it and abide by its requirements, even though these contractors did not participate in the negotiations. When labor leaders successfully lobby government to adopt such agreements, public taxpayer dollars are often used to finance projects on which up to 90% of a regional construction workforce—those that choose to be non-union—would be effectively barred from working. On private projects, unions typically abuse the governmental regulatory process, particularly environmental law, to delay projects until the owner agrees to sign a union-only labor agreement.

WHY UNION-ONLY LABOR AGREEMENTS ARE BAD POLICY...

Union-only agreements discourage many capable and responsible companies from bidding on construction projects. With almost 90% of California's construction workforce opting to be nonunion, keeping the merit shop sector of the industry from bidding on these important projects results in reduced competition and increased costs – often to taxpayers. Union-only labor agreements commonly contain the following discriminatory provisions:

Employee Requirements:

- Pay union dues, even if the employee comes from a non-union firm.
- All workers must come from a union hiring hall. This exclusive form of hire prefers to dispatch workers based on the degree of union membership and seniority. Companies would be forced to lay off a proven, productive workforce to hire strangers from the union hiring hall.
- All employees must contribute to union health, welfare, and pension plans, regardless of whether or not the workers already have their own plans. Union plans also require long vesting periods thereby making it highly unlikely that the non-union worker would ever see the monies they contributed.
- All apprentices must come from state approved union programs, regardless of the fact that there are thousands of apprentices in state approved merit shop programs.

Contractor Requirements:

- Union-only labor agreements subvert existing collective bargaining agreements for unionized companies.
- Contractors are not allowed to negotiate such agreements. Only union representatives are allowed at the table with the owner.

- Adoption of restrictive work rules that conflict with both existing union and merit shop rules. Contractors' existing work rules are innovative, flexible, and negotiated to allow for maximum efficiency on the job. Under a union-only agreement all new rules are set.
- Union-only labor agreements use only union job classifications.
- Under union-only labor agreements, contractors must accept union arbitration and grievance procedures.

Few merit shop contractors would alter their operations or impose union requirements on their employees in order to be awarded a bid. Many union contractors will not expose their employees to work rules and new jurisdictions that they had no hand in negotiating. Because of these provisions, union-only labor agreements reduce competition and drive up costs for owners.

UNION-ONLY LABOR AGREEMENTS DISCRIMINATE...

...against the overwhelming majority of minority and women-owned construction firms (the majority being subcontractors) that are merit shop. This is why minority and women construction associations that have adopted a position on this issue favor open competition and equal opportunity for all workers – whether union or non-union. Included in this group are the Hispanic Contractors Association, Black Chamber of Commerce, Black Contractors Association, Women Construction Owners and Executives, Bay Area Black Contractors, Latin Builders Association, Asian American Contractors Association, and the California Subcontractors Association.

When it comes to apprentices, union-only agreements bar access to jobs that would give these young workers valuable work experience. State law requires contractors on all public works projects to use no less than one hour of apprentice work for every five hours done by journeymen. When project-owners adopt union-only labor agreements, the young workers who represent the next generation of construction labor find themselves barred from developing the necessary skill-sets to become journeyman, undermining their opportunity for advancement.



“GREENMAIL...”

HOW DO THE UNIONS USE THE ENVIRONMENTAL PROCESS TO HOLD UP PROJECTS?

When new developments and projects are in the planning stages, union groups wield enormous leverage in their contract negotiations by threatening environmental litigation. When unions are dissatisfied with the terms of proposed union-only labor agreements, or otherwise come to find they are dealing with a developer or public entity that seeks open competition and bidding from merit-shop contractors, labor leaders – often using front groups and attorneys who specialize in this type of litigation – threaten to file environmental lawsuits, which not only prevents the project from moving forward while the case is pending, but also costs the developer and taxpayers hundreds of thousands of dollars in legal fees – regardless of how environmentally friendly the project may be. The unions follow through with these threats often enough to make them very credible. In fact, the South San Francisco law firm Adams, Broadwell, Joseph & Cardozo has devoted much of its entire practice to the pursuit of union-funded environmental blackmail – now commonly known as “greenmail.” Unions have found greenmail to be such an effective tool that it is now a standard tactic for them.

During their contract negotiations, and before filing litigation, union groups submit extensive documentation raising potential environmental issues they can later use as the basis for a lawsuit. The message is quite clear: submit to our contract terms or environmental litigation will be filed to postpone the project. While the union groups and their attorneys tout themselves as environmentalists, they miraculously lose their objections in the name of conservation once satisfied in their demand for a union-only workforce.

Executive Director

A native of Oregon, Eric Christen graduated in 1991 from Corban College with a degree in History (Cum Laude) and a certificate in Education.

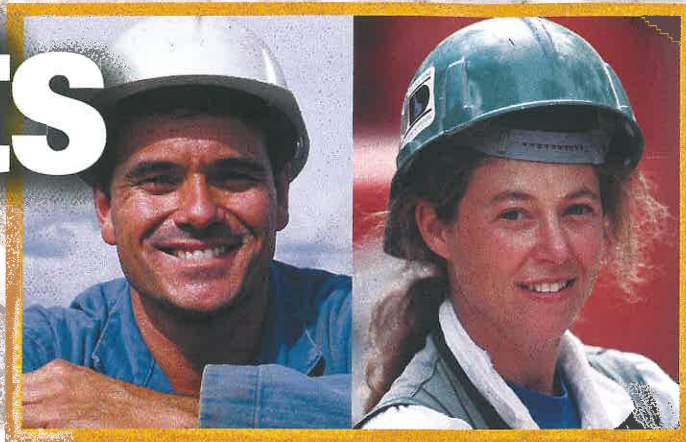
In 1999 Eric became the Executive Director of the Coalition for Fair Employment in Construction, and has since been fighting for open competition in the construction industry to protect all California contractors and their workers from discriminatory and unfair Project Labor Agreements (PLAs). Since joining CFEC, Eric has grown the group from 50 to over 300 companies. Eric has helped to create regional coalitions to more effectively fight PLAs at the grassroots level.

Under Eric's leadership, CFEC was instrumental in helping to pass a first-of-its-kind ordinance banning PLAs in the City of Fresno. CFEC has also helped lead to the defeat of over four dozen PLAs throughout the state. In 2002, Eric was named as one of the 40 under 40 by the East Bay Business Times, a recognition given to young professionals making an impact in California.

He is married to Karyn Christen, an officer and pilot in the United States Air Force Reserve. They have three children, Damian, Sophia and Gabriel.



HARDhats



HARDwork



The **HARD** Facts about PLAs

**Are Project Labor Agreements Good for Workers,
Taxpayers and Local Government?**

Paid for by ABC San Diego and CFEC
13825 Kirkham Way
Poway, CA 92064

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BC
92704

If you believe in free and open competition in the construction industry, we encourage you to support those fighting daily to protect your rights here in San Diego. The CFEC and ABC are dedicated to educating owners, public agencies and taxpayers as to the fundamental flaws that PLAs bring to construction. PLAs are bad for workers and bad for contractors. They have been a political tool utilized by organized labor to regain lost market share. PLAs are unfunded union mandates that cost all San Diegans. Say No to PLAs and Yes to competition.

Project Labor Agreements **Penalizing Success** **Rewarding Mediocrity**



San Diego Chapter

**Associated Builders &
Contractors, San Diego Chapter**
13825 Kirkham Way
Poway, CA 92064
858/513-4700
www.abcsd.org



CFEC

"A National Heritage Foundation"
1029 K Street, Ste 28
Sacramento, CA. 95814
760/415-8440
www.stoppla.com

Myths and Facts

MYTH: "PLAs are necessary on large, complex projects."

FACT: Of 132 of the states largest projects in 2003, 125 were PLA free.

MYTH: "PLAs are growing in use and popularity with school districts."

FACT: Of California's more than 1000 school districts, exactly 8 have PLAs. This despite 6 years of attempts by PLA proponents to get them implemented.

MYTH: "PLAs are only opposed by merit shop contractors who don't take care of their workers."

FACT: PLAs are opposed by every segment of the construction industry, union and merit shop alike.

"PLAs first and foremost are discrimination, period. Secondly, PLAs interfere with existing work rules that union contractors already have in place. It's companies like mine that employ union workers, not the political types like (union) business agents who are pushing these things. This is important to remember because we will not bid on a project covered by a PLA."

— Wayne Lindholm
VP Hensel Phelps Construction



FACT: PLAs DISCRIMINATE

Like the industry as a whole, the overwhelming majority of minority and women owned construction firms (the majority being subcontractors) are merit shop. Every minority and women construction association that has taken a stand to date has come out opposed to PLAs. The Hispanic Contractors Association, National Black Chamber of Commerce, Black Contractors Association, Women Construction Owners and Executives, Bay Area Black Contractors, Latin Builders Association, Asian American Contractors Association, and the National Association of Women in Construction all oppose PLAs.

When it comes to training, PLAs limit opportunities for apprentices to gain valuable on site experience. State laws require contractors on public works projects to use apprentices to

help replace skilled labor in the construction industry throughout the country. With so many looming retirements in the industry companies are scrambling to find enough workers to fill the ranks.

By placing a PLA on a project the owner effectively prevents many people from being able to learn the trade skills they need to become journeymen. *Is this really the message we want to be sending our young people?*

What Women and Minority Groups Say About PLAs

"PLAs are de facto segregation... African-American workers are significantly underrepresented in all crafts of construction union shops...PLAs are non-competitive and, most of all, discriminatory." — National Black Chamber of Commerce

"WCOE opposes government mandated PLAs...PLAs will disproportionately impact small business, particularly those owned by women and minorities." — Women Construction Owners and Executives

"Bay Area Black Contractors Association has been a strong advocate for merit shop construction firms in the Bay Area and we are opposed to PLAs." — Bay Area Black Contractors Association

"We believe PLAs make it more difficult for minority-owned contractors to compete...they effectively work against the goals of increasing the number of projects awarded to minority-owned businesses by placing roadblocks in the way." — Latin Builders Association

Get ALL the Facts at www.stoppla.com

What is a PLA?

A Project Labor Agreement (PLA) is a mandated pre-bid specification negotiated between a project owner and construction trade unions. PLAs can be as long as 60 pages. When a PLA is imposed on a project, all contractors and subcontractors working on the project must sign the PLA and abide by the requirements in it.

Government agencies require a PLA when unions successfully pressure elected officials to support them. On both public and private work, unions frequently abuse the government permitting process to delay projects until the owner agrees to use a PLA.

PLAs discourage many capable and responsible companies from bidding on construction projects. With 85% of the nation's construction workforce choosing not to belong to a union (2004 U.S. Bureau of Labor), their employers have rejected PLAs. That reduces competition. The result is higher cost.



FACTS about PLAs, how they discriminate, and why they should be banned:

- Nearly 85% of CA construction workers have chosen not to join a union.
- All workers pay taxes to fund projects, yet under a PLA, many are denied the opportunity to work on them.
- PLAs limit competition, increasing costs by 15-30%.
- PLAs often benefit workers outside of the local community, and even outside of the state.
- The Federal Government no longer allows federal agencies to enter into discriminatory PLAs in order to ensure competition and fairness.

The bottom line is a construction job should be about skill and not about membership in the "club."



PLAs commonly contain the following discriminatory provisions:

Employee Requirements:

- Pay union dues, even if the employee comes from a non-union firm.
- All workers must come from a union hiring hall. This exclusive form of hire prefers to dispatch workers based on the degree of union membership and seniority. Companies would be forced to lay off a proven, productive workforce to hire strangers from the union hiring hall.
- All employers must contribute to union health, welfare, and pension plans, whether or not the workers have their own plans. Union plans require long vesting periods, making it highly unlikely the non-union worker would ever see benefits.
- Apprentices must come from union programs, regardless of the fact that there are thousands of apprentices in state approved merit shop programs.

Contractor Requirements:

- PLAs subvert existing collective bargaining agreements for unionized companies.
- Contractors don't negotiate the PLA. Union representatives usually set the terms and conditions including restrictive work rules that clash with both existing union and merit shop guidelines. Contractors' work rules are innovative, flexible, and negotiated to allow for maximum efficiency on the job.
- Adoption of restrictive work rules that clash with both existing union and merit shop rules. Contractors' existing work rules are innovative, flexible, and negotiated to allow for maximum efficiency on the job. Under a PLA all new rules are set.
- PLAs use only union job classifications.
- PLAs force union arbitration and grievance procedures on all contractors.

PLAs Hurt Workers

SANTA CLARA UNIFIED SCHOOL DISTRICT

Prevailing Wage Calculations

BASED UPON A "TOTAL PACKAGE" OF WAGES AND BENEFIT CREDITS

Electrician (inside wireman)

TOTAL PACKAGE - \$86.64

Permissible credits (deductions)

	With PLA	Without PLA
Total Package	\$86.64	\$86.64
Pension	\$18.03	\$18.03
Health care	\$12.98	\$4.69
Training	\$0.85	\$0.85
Other	\$0.51	-
Net before dues	\$54.27	
Union Dues	\$3.80	-
Take home	\$50.47	\$63.07
Annual PLA cost to worker	\$26,208	



But it can get worse for the worker
forced into a PLA

Pension



- ▶ Many pensions have a program that requires a vesting period – in some cases – up to FIVE years.
- ▶ That means a worker who is forced to contribute to a union plan loses the entire amount contributed if they don't accumulate FIVE years of service.

Lost Pension for a TWO year
construction project?

\$75,004.80

Solution?

- ▶ If an employer makes an irrevocable contribution to a qualified plan that immediately vests – they cannot be required to contribute to a union pension plan
- ▶ And/or, if the employer doesn't have a qualified plan, they must contribute to the union plan if the plan immediately vests for the worker and the worker can roll the contributions over to another plan immediately upon cessation of work

Health Care

- ▶ Union health plans typically have a "one size fits all" plan for their covered members. The cost of these plans are typically much higher than the market for ACA comparable coverage.
- ▶ Any "savings" for an employer who can provide medical care for less than the prevailing wage "credit" MUST be paid to the worker either in the wage or additional contribution to the pension.
- ▶ Further, most union health plans are based upon an "hour bank" system that could result in a loss of coverage to a worker who must be dis-enrolled in his/her employer's plan and enrolled in a union plan.
- ▶ Worse, forcing a worker to change health plans serves no public purpose and can disrupt medical care and on-going treatment for pre-existing conditions.

Health Care Cost under PLA?
AS MUCH AS \$33,280

Solution

- ▶ Allow an employer to maintain its existing health care plan if it qualifies under the ACA as a gold level plan or above and covers the worker and his/her family.
- ▶ Allow a worker to keep their existing coverage as a qualified spouse or dependent.
- ▶ And/or if you mandate contributions to the union plan – the plan must waive the waiting period and cover the worker from day one of their employment

Union Dues

- ▶ Union dues or “fair share” fees are often required to be paid by core workers under a PLA.
- ▶ They vary from trade to trade and regionally.
- ▶ They are not part of the PW total package and are deducted from the wages of the worker (plus initiation fees)

Dues cost to worker
AS MUCH AS \$15,808

Solution?

- ▶ Require that a core employee agree to the dues deduction. The school district should not be the one deciding if a construction worker pays union dues or not.

Other elements of a Fair PLA

- ▶ **Core workers.** You select a contractor based upon his/her price and experience performing similar work. It is nonsensical to pick a qualified contractor to perform your work – then require them to replace their workforce with unemployed union workers. Allow a contractor to use their own workers and only require them to take additional workers from the unemployed.
- ▶ **Apprenticeship.** Many employers have existing apprentices enrolled in unilateral apprenticeship programs. These apprentices, in most cases, cannot work on PLA projects. Allow any state-approved apprenticeship program to dispatch apprentices.

Coalition for Fair Employment in Construction
P.O. Box 1627
Poway, CA 92074

WHY HAS THE STATE OF CALIFORNIA AGREED TO LET GREEDY UNION BOSSES MAKE OUR COURTHOUSES MORE EXPENSIVE AND LESS SAFE?



California Big Labor special interests have "asked" the Administrative Office of the Courts (AOC) for a union monopoly Project Labor Agreement (PLA) on the \$500 million+ San Diego Central Courthouse.



Public Safety Loses, Labor Wins at New Courthouse

At a cost of \$620 million, San Diego's planned Superior Court complex downtown should be the best money can buy.

But one thing it won't have is an underground tunnel to transport prisoners from the central jail across the street, as originally planned.

A courts committee is being forced by the state to make deep cuts to the project — to the tune of \$50 million. Scrapping the tunnel will save about \$25 million.

And yet, the state's Administrative Office of the Courts has entered into a union-friendly Project Labor Agreement that could significantly increase the cost

of construction. Not going with the PLA could take a significant bite out of construction costs. The AOC pegs the savings at \$6 million to \$9 million, while the Coalition for Fair Employment in Construction, a contractors group strongly opposed to such agreements, estimates the savings at \$30 million or more.

So the pricey union workers are in, the tunnel is out. Instead of being safely led to court through an underground passage, prisoners will be walked across the street.

The AOC could, and should, find ways to save money that won't compromise public safety. Not capitulating to organized labor would be a start.

Union bosses and state bureaucrats should not be cutting backroom deals that make San Diego less safe and that discriminate against the 85+% of the construction workforce in San Diego that is union-free.

Tell the AOC to stop this union special interest giveaway today! Tell them to reject a PLA for the new courthouse!

Email: JudicialCouncil@jud.ca.gov or send a Fax: 415-865-4586

To learn what you can do to help keep San Diego safe and workers protected visit www.opencompca.com today!



Contact: Teresa Ruano, 415-865-7740

June 28, 2013

San Diego Central Courthouse Proceeds to Bidding

Court Facilities Advisory Committee Announces Plans for Evaluating Project Labor Agreement

SAN FRANCISCO—With yesterday's signing by the Governor of the budget for fiscal year 2013–2014, the new courthouse for downtown San Diego, the state's largest court construction project, received final approval to proceed to construction. The Budget Act included the appropriation for construction and authorized a construction budget of \$516 million. The Department of Finance then approved the project to proceed to bidding by construction manager at risk Rudolph and Sletten, who expects to begin subcontractor bidding in mid-July. The lease-revenue bond sale that will finance the project's construction is expected in the fall.

The San Diego courthouse project will be the first court construction project managed by the Administrative Office of the Courts to utilize a project labor agreement (PLA). Because any delay on a project of this size can be costly, the AOC, working closely with the Court Facilities Advisory Committee, requested that the contractor enter into a PLA with the State Building Construction and Trades Council.

Justice Brad Hill, chair of the Court Facilities Advisory Committee, noted that the committee will evaluate the use of PLAs in court construction projects. "We will be examining very closely whether the PLA approach is as advantageous as proponents claim," Justice Hill said. He cited the example of the San Diego Convention Center expansion project, which will use a PLA, and noted that the federal government also encourages use of PLAs on their large-scale construction projects.

Justice Hill said the Court Facilities Advisory Committee will hold a public meeting to air all views on the use of PLAs when the San Diego courthouse project approaches completion. "With what we glean from this first experience with PLAs, we will be better able to assess how we should proceed in the future," he said.

The San Diego PLA will apply to most, but not all, of the bid packages—those smaller than \$125,000 at all bid tiers will be exempt. Additionally, the PLA provides that the project has a built-in local participation goal of 30 percent for San Diego County trades. Rudolph and Sletten has been conducting outreach in the construction community to make all qualified subcontractors aware of this significant business opportunity. The project is expected to create hundreds of jobs during the two and a half years required for construction.

PLA Studies at www.opencompca.com

The Cost of Project Labor Agreements

A new groundbreaking study reveals "Project Labor Agreements" (PLAs) increase school construction costs by 13 to 15 percent in California.

[Click here to read the study](#)

Why Project Labor Agreements Are Not in the Public Interest

This is the most recent study done on PLAs. Published in the Winter 2010 issue of the Cato Journal, it describes the negative effects PLAs have on the public.

[Click here to read the study](#)

The True Cost of the Washington Nationals Ballpark Project Labor Agreement

This is a recent study on the Washington Nationals new baseball stadium. It highlights many of the problems that occur when a PLA is on a project.

[Click here to read the study](#)

Study Finds that PLAs and President Barack Obama's Executive Order 13502 Will Hurt Nonunion Workers

The study found that had President Obama's pro-PLA Executive Order 13502 applied to federal contracts in 2008, additional costs incurred by employers related to wasteful PLA pension requirements would likely have ranged from \$230 to \$767 million per year. In total, the move to PLAs could cost nonunion workers and their employers \$414 million to more than \$1.38 billion annually.

[Click here to read the study](#)

ABC National's Comments on Proposed Rule Encouraging Federal Agencies to Mandate PLAs

This link will take you to comments made by ABC on the proposed rule for Executive Order 13502 from President Obama that encouraged federal agencies to require Project Labor Agreements.

[Click here for the PDF of the ABC comments](#)

Beacon Hill Institute Study (September 2009)

A study of President Obama's Executive Order 13502 and its effect on the construction industry.

[Click here for the Beacon Hill Study](#)

Department of Veteran Affairs Study of PLAs (June 2009)

This study demonstrates the increased costs the VA would face if they forced PLAs on their projects.

[Click here the VA study](#)

DC Baseball Stadium PLA Study (October 2007)

The study shows how the DC stadium failed to give local residents the majority of the work on the project.

[Click here for the DC Stadium PLA Study](#)

Beacon Hill Institute Study on New York School Projects (May 2006)

This study demonstrates the effect PLAs have on school construction projects. Considering the need for the most efficient use of taxpayer money on school projects, this study is very important to everyone.

[Click here for the Beacon Hill NY study](#)

Iowa Events Center PLA Study

This study chronicles the errors and costs that a PLA had on the Iowa Event Center. The study was done by the Public Interest Institute, a nonpartisan, nonprofit research institute.

[Click here for the Iowa Event Center Study](#)

ABC Study on PLAs (2005)

The study analyzes many PLAs to demonstrate cost overruns, impacts on competition, safety problems, and more. The study was conducted by ABC General Counsel Maury Baskin.

[Click here for the ABC study](#)

Beacon Hill Institute Study: School Projects in Connecticut (September 2004)

This study demonstrates the cost overruns in Connecticut on a large school construction project.

[Click here for the Beacon Hill study](#)

Beacon Hill Institute Study: School Projects in Massachusetts (September 2003)

This study demonstrates cost overruns on a Massachusetts school district construction project. As quoted from the study, "PLA projects add an estimated \$18.83 per square foot to the bid cost of construction (in 2001 prices), representing an almost 14 percent increase in costs over the average non-PLA project."

[Click here for the Beacon Hill study](#)

Ernst & Young Erie county PLA Study (September 2001)

The Ernst and Young study analyzes the effects PLAs have on bidder participation. The study shows how lower bidder participation decreases cost efficiency.

[Click here for the Ernst & Young study](#)

Worcester municipal Research Bureau Study (May 2001)

This study analyzes the cases for and against PLAs. The study concluded that savings are reduced by the lack of competition.

[Click here for the Worcester study](#)

Southern Nevada Water Authority Study (November 2000)

This project went to a union contract whose bid was \$200,000 higher than all the others. The lowest bidder refused to sign a PLA and it cost the taxpayers.

[Click here for the Nevada study](#)

Los Angeles Proposition BB PLA Study (November 2000)

The Los Angeles Unified School District could not prove that a PLA would have a positive impact on the project. Still, the school board voted to push through the PLA. This study shows that political concerns from Big Labor outweighed responsible use of taxpayer dollars.

[Click here for the Los Angeles study](#)

Minnesota PLA Study (September 2000)

This study shows inefficiencies in construction projects between June and August of 2000.

[Click here for the Minnesota study](#)

Jefferson County Courthouse PLA Study (September 2000)

The study was commissioned by the Board of Legislators and concluded that a PLA on the construction of a new courthouse would increase costs by more than 7 percent.

[Click here for the Jefferson County Courthouse study](#)

Washington DC survey (2000)

This survey asks contractors whether they would bid on a project with a government-mandated PLAs. The results are not surprising.

[Click here for the Washington D.C. survey](#)

Clark County School District Study (June 2000)

The Clark County School District conducted a study using an independent and unbiased agency to determine if a PLA would be beneficial for the district. The study showed no compelling reason for a PLA.

[Click here for the Clark County survey](#)

Dr. Herbert Northrup PLA Study (January 2000)

The study shows that justifications for PLAs are "flimsy at best." The study was done by Dr. Herbert Northrup of Wharton School of Business.

[Click here for Dr. Northrup's study](#)

Fitchburg State College PLA Survey (1998)

A survey of contractors and subcontractors on the Boston Harbor Cleanup Project by Fitchburg State College.

What Women and Minority Groups Say About PLAs

"PLAs are de facto segregation... African-American workers are significantly underrepresented in all crafts of construction union shops... PLAs are non-competitive and, most of all, discriminatory."

**National Black
Chamber of Commerce**

"We believe PLAs make it more difficult for minority-owned contractors to compete... they effectively work against the goals of increasing the number of projects awarded to minority-owned businesses by placing roadblocks in the way."

Latin Builders Association

"Bay Area Black Contractors Association has been a strong advocate for merit shop construction firms in the Bay Area and we are opposed to PLAs."

Bay Area Black Contractors Association

"WCOE opposes government mandated PLAs... PLAs will disproportionately impact small business, particularly those owned by women and minorities."

**Women Construction
Owners and Executives**

"The ultimate effect of the San Francisco Airport PLA is clear... once the PLA was implemented minority business prime contract participation dropped 91.9%. This PLA has been a disaster for minority-owned businesses."



Asian American Contractors Association

**"At Some Point it Becomes Obvious
What PLAs are REALLY All About"**

**FREE ENTERPRISE
COALITION**
VALUE • QUALITY • ACCOUNTABILITY





HELIX ELECTRIC
CONSTRUCTORS • ENGINEERS

September 26, 2018

Judicial Council of California
Court Facilities Advisory Committee
455 Golden Gate Avenue
San Francisco, CA 94102

Subject: Judicial Council of California (JCC) Proposed PLA

To whom it may concern,

The intent of this letter is to inform the JCC about the impact project labor agreements (PLA's) have on Helix Electric, Inc, the merit shop contracting community as a whole and those employees who choose to be part of the 85% of construction workers who work for all "merit based philosophy" non-union contractors.

My name is Jason Pengel and I am a Vice President with Helix Electric, Inc. We have offices up and down the state of California (from San Diego to the Bay Area to Sacramento). We are a merit shop contractor who accurately believes that PLA's effectively do nothing except satisfy union bosses and the contractors whom they serve while also providing political cover for politicians and agency heads alike. They are discriminatory and unfair handouts to the unions. They effectively prevent a huge majority of the construction workforce from participating on projects where PLA's are adopted, severely reduce competition and cost taxpayers dearly.

PLA's are promoted by union bosses and adopted by unsuspecting agency heads/committees under the guise of ensuring "local hire", "quality apprenticeship standards" and "labor peace" but the reality is that this happens on nearly every single project regardless of a PLA or not. For example, in Northern California over the last decade or so, Helix Electric, Inc. completed the Sacramento Airport Expansion, San Francisco Office of the Medical Examiner, San Francisco War Memorial Auditorium Remodel, California Independent System Operator, UC Davis Surgery and Emergency Services Pavilion, California HealthCare Facility Stockton and multiple other complex projects on UC and CSU campuses, etc....WITHOUT PLA's. There are many similarities among these projects. In addition to putting hundreds and hundreds of high qualified workers to work for many years thereby giving all workers the ability to provide for themselves and their families, these high profile projects were completed with huge numbers of local workers, engaged multiple state and nationally accredited apprenticeship programs and were completed without labor stoppages. Union workers and Non-Union workers alike completed these projects working side-by-side. In fact, Mr. Courtney worked on the California HealthCare Facility Stockton before coming to the JCC. It was a very large, complicated and fast project. I would be very surprised if anyone from that great team would dispute my claim that the project was also very successful.

Helix Electric, Inc. has also completed multiple projects for the JCC (formerly AOC) over the last decade as well. In Northern California alone we have completed the Yolo County, Tulare County and San Joaquin County Courthouses. These projects, while very challenging, all were completed without PLA's. We are very proud of the projects we have completed over the years for the JCC and we want to continue participating in these great projects. However, the possible implementation of PLA's by the JCC makes that nearly impossible which is both unfair and unfortunate. I urge you to promote free & fair competition by preventing not promoting PLA's!

Sincerely,

Jason Pengel
Helix Electric, Inc.

THE SACRAMENTO BEE

Another View: Bullet train relies on distortions, flaky data

By Eric Christen - Sunday, Jan. 6, 2013

The Bee's editorial "McCarthy's bid to kill high-speed rail is baffling" (Dec. 14) left me baffled that there are still those who consider this project anything other than a \$68 billion catastrophe.

From its inception, high-speed rail was sold to Californians dishonestly. We were told it would cost \$33 billion, yet now we are told it will be \$68 billion. We were told it would have a certain level of ridership, but a UC Berkeley Institute of Transportation Studies report says the data used by the California High-Speed Rail Authority were so "unreliable" that it is impossible to predict whether the project will be successful or lead to "severe revenue shortfalls."

In January 2012, the peer review group commissioned under Proposition 1A to analyze high-speed rail for lawmakers recommended that the Legislature refuse to authorize the state bonds due to a lack of adequate funding, a definitive business model, appropriate management resources and other problems.

That same month, state Auditor Elaine Howell said the authority's November 2011 revised business plan relied on uncertain funding sources and that the project's "overall financial situation has become increasingly risky."

In November 2011, the nonpartisan Legislative Analyst's Office published an analysis of the authority's business plan that stated funding sources were "highly speculative." It said Congress has approved no funding for high-speed rail projects for 2012 and that the segment the authority wants to begin building is not a "usable segment" and therefore does not meet the legal requirements of Proposition 1A.

But now we have one more reason why this project is such a boondoggle. For months my association had been asking pointedly whether or not this project would be built using an exclusionary union-crafted Project Labor Agreement. A PLA essentially forces all construction workers to be union to work on the project, thereby reducing bidders and raising costs, at the same time removing many small-, women-, minority- and veteran-owned businesses, most of whom are nonunion, from being able to get any of this work.

Despite being told time and time again that a PLA would not be used, the authority's CEO Jeff Morales admitted at its last meeting that the five teams of contractors who have been invited to bid on the first portion of the project have already signed PLAs with labor unions.

Lies, distortions, inadequate business plans, uncertain funding sources and now Big Labor special interest schemes. Reasons enough why high-speed rail should be opposed by all California taxpayers, and those representing them in Congress.

When the People Rise Up: Eleven Cases of the Fair and Open Competition Movement in California to Stop Government-Mandated Project Labor Agreements

June 7, 2012 / Kevin Dayton /

How unusual it is to find people in California willing to commit the time, money, and work to proactively try to ensure fiscal responsibility for taxpayers.

Here is the status of eleven charter provisions, ordinances, and resolutions enacted at local governments in California to prohibit government requirements that construction companies must sign Project Labor Agreements with unions to work on taxpayer-funded construction contracts.

1. City of Oceanside – Charter Provision – Fair and Open Competition

Approved by 54% of Voters, June 8, 2010

Oceanside Charter §303

2. City of Chula Vista – Ordinance – Fair and Open Competition in Contracting

Approved by 56% of Voters, June 8, 2010

Chula Vista Municipal Code §02-59

3. San Diego County – Ordinance – Prohibition on Use of Project Labor Agreements

Approved by Board of Supervisors 5-0 – March 2, 2010 (nullified by Senate Bill 922)

(Note: superseded by charter amendment approved by voters on November 2, 2010)

San Diego County Administrative Code Article XXIII, §428

4. Orange County – Ordinance – Prohibition of Anti-Competitive or Discriminatory Requirements in Public Contracts

Approved by Board of Supervisors 5-0 – November 3, 2009 (nullified by Senate Bill 922)

Orange County, California PLA Ban – Code of Ordinances §1-8-3

5. City of Fresno – Ordinance – Prohibition of Project Labor Agreements

Approved by City Council 4-3 – February 2, 2000

Fresno Municipal Code – §4-111

6. Placer County – Resolution – Amending the Placer County Purchasing Manual to Add a Provision Prohibiting Any Requirement for Project Labor Agreements on County Public Projects

Approved by Board of Supervisors 3-2 – August 24, 2010

Placer County – Resolution 2010-234

7. Palmdale Water District – Resolution – A Resolution Amending Appendix M, the Bid Procurement and Change Order Policy, of the Rules and Regulations of the Palmdale Water District to Include Provisions Prohibiting the Requirement of Project Labor Agreements and Other Anti Competitive Measures Except Where Otherwise Required By State or Federal Law

Approved by Board of Directors 3-2 – October 27, 2010 (repealed on April 25, 2012 because of “election activism and Senate Bill 922” according to a May 4, 2012 notice issued by the State Building and Construction Trades Council of California.)

Palmdale Water District – Resolution 2010-20

8. San Diego County – Charter Provision – Prohibition on Requiring Project Labor Agreements

Approved by 76% of Voters, November 2, 2010 (nullified by Senate Bill 922)

San Diego County Charter – §705.4

9. Stanislaus County – Ordinance – To Prohibit the County from Requiring Project Labor Agreements on County Construction Projects

Approved by Board of Supervisors 5-0 – July 12, 2011 (nullified by Senate Bill 922)

Stanislaus County Code – Chapter 2.98

10. City of San Diego – Ordinance – Fair and Open Competition in Construction

Approved by 58% of Voters, June 5, 2012

San Diego Municipal Code §22.44

11. City of El Cajon – Charter Provision – Purchasing and Contracts

Approved by 58% of Voters, June 5, 2012

El Cajon Charter §400

Fair and Open Competition Policies Actively Proposed in Public Forums but Not Brought Up for Voting

PLA Basics

Project Labor Agreements (PLAs) are a special interest kickback scheme that ends open, fair and competitive bidding on public work projects harming the vast majority of local contractors and small business owners the opportunity to bid on work.

PLAs impose discriminatory mandates on small business ensuring that projects are awarded to only vendors preferred by big labor unions.

Under the PLA:

- Workers must pay costly union dues, even if the employee is not a union member.
- All workers must be hired through a union hiring hall. This discriminates against younger and non-union workers. Companies are often forced to lay off proven, productive workers to hire strangers picked by the union bosses.
- All employees must contribute to union health, welfare and pension plans, regardless of whether or not the workers already have their own plans. Union plans also require long vesting periods making it unlikely that the non-union worker will see the benefit of their contributions.
- All apprentices must come from state approved union programs, discriminating against thousands of apprentices in state approved merit shop programs.

Contractor Mandates

- Contractors are not allowed to negotiate the PLA. Only union representatives are allowed at the negotiating table with the owner.
- Proven, innovative, flexible and effective work rules are junked for a new set of mandates imposed by the PLA.
- PLAs use only union job classifications.
- PLAs force union arbitration and grievance procedures on all contractors.

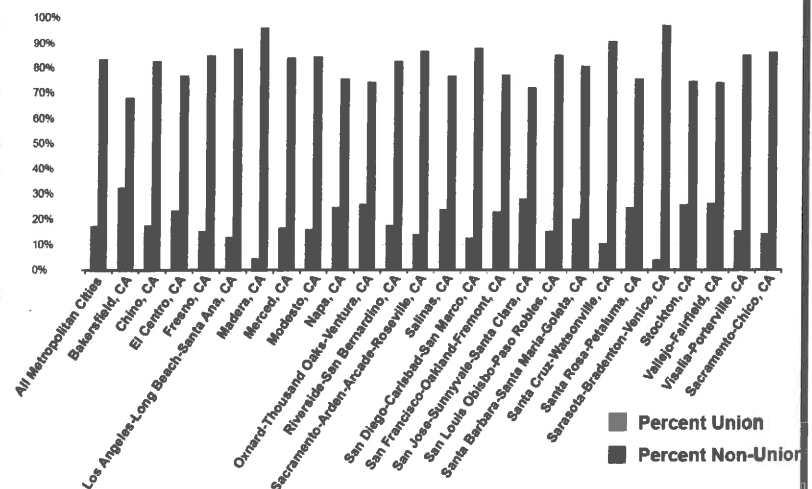
The PLA FactSheet



What Happens to a Merit Shop Employee's Wages Under a PLA?

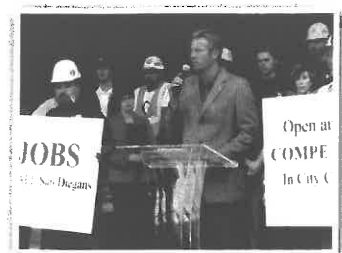
Open Bid Job	PLA Job
<ul style="list-style-type: none"> Employee earns \$27.50 in wages. Employer pays \$14.42/hr towards fringe benefits for workers. ALL \$14.42 goes directly to worker's fringe benefits. 	<ul style="list-style-type: none"> Employee earns \$27.50 in wages. Employer pays \$14.42/hr towards fringe benefits for workers. Of the \$14.42, \$5.20 is for the worker's fringe benefits--\$9.22 goes to union funds.

How many union construction workers are there in my area?



Through education and advocacy, CFEC stands up for taxpayers, construction workers, contractors, and developers so that the public can get the best quality work at the best price.

Visit us at www.opencompca.com



PLA Facts: What the Studies Show

"Cost savings proposed by the PLA proponents are substantially unfounded."

- San Diego County Taxpayers Association Review of San Diego County Water Authority's Emergency Storage Project

"We have found no discernible economic or social (increased safety or pay for workers) benefit to utilizing a PLA, but there is substantial evidence that indicates the opposite is true."

- Ernst & Young PLA review on the Erie County Courthouse (New York)

"In our analysis of 52 school projects the average PLA job cost \$31 more per square foot."

- Beacon Hill Institute Study (MA.)

What Others Have to Say About PLAs

"Competition is the key to our economy...that's why we question the Port of Oakland's decision to negotiate an agreement (PLA) that does the opposite."

- Oakland Tribune

"PLAs are about empowering unions, not helping workers."

- The Sacramento Bee

"PLAs are de facto segregation...African-American workers are significantly underrepresented in all crafts of construction union shops...PLAs are non-competitive and, most of all, discriminatory."

-National Black Chamber of Commerce

The Coalition for Fair
Employment in
Construction
www.opencompca.com



POST OCCUPANCY EVALUATIONS REPORT

Court Facilities Advisory Committee Meeting
September 27, 2018



Superior Court of California
County of Merced, Los Banos



Superior Court of California
County of Tehama, Red Bluff

JUDICIAL COUNCIL
OF CALIFORNIA



Agenda

- Introduction
 - Objectives
 - Participants
 - Process
- Los Banos
 - Survey Results
 - Overall Findings
 - Lessons Learned
- Red Bluff
 - Survey Results
 - Overall Findings
 - Lessons Learned
- Conclusion
- Next Steps

JUDICIAL COUNCIL
OF CALIFORNIA



Introduction

- Post Occupancy Evaluation (POE) of Two Courthouses as a Pilot for Future POEs
- Evaluation of Building Systems, Equipment, Functional Design, and Operations
- Reason for Los Banos and Red Bluff:
 - Occupied for 1-2 years
 - Demonstration Projects
 - Evaluate Cost Reduction Measures
 - Impact on Long-Term Operation and Maintenance Costs



Objectives

- Address Any Major Functional Problems
- Evaluate Success of Demonstration Projects
- Obtain Lessons Learned for Future Projects



JUDICIAL COUNCIL
OF CALIFORNIA



Participants

- Court: Judges, Court Staff & Justice Partners
- Judicial Council Facilities Services Staff
- Program Management Consulting Firm



JUDICIAL COUNCIL
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Process

- Online Surveys
 - Building Condition Assessment: Maintenance Staff, Service Providers
 - Building Functional Assessment: Court Judges and Staff, Justice Partners
- Document Review: Drawings, Specs, Reports
- Site Visit and In-Person Interviews
- POE Team Consensus Meeting



Superior Court of California County of Merced, Los Banos Division



JUDICIAL COUNCIL
OF CALIFORNIA



Los Banos Survey Results

- Architecture and Design

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Exterior Building Finishes			●
Interior Building Finishes:			
Finishes – Courtroom ⁽¹⁾			●
Finishes - Jury Room ⁽¹⁾			●
Finishes - Public Areas ⁽¹⁾			●
Finishes - Offices/Workareas			●
Finishes - Toilet Room			●
Ceiling and Walls			●
Finishes - Toilet Room Floors		●	
Finishes - Holding ⁽²⁾			●
Doors/Hardware - Entry ⁽²⁾	●		
Doors/Hardware - Sallyport			●
Doors/Hardware - Interior ⁽²⁾	●		
Doors/Hardware - Holding			●
Elevator			●

- Civil and Site

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Parking and Paved Areas			●
Site Lighting			●
Security			●
Landscaping			●

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Parking and Paved Areas			●
Site Lighting			●
Security			●
Landscaping			●

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Location - Security Ops	●		
Location - In-Custody Holding			●
Adjacencies -Workgroups (General Bldg. Organization)			●
Adjacencies - Security Ops	●		
Adjacencies - Courtrooms			●
Adjacencies - Jury Assembly			●
Adjacencies - Clerk Supervisor's Office ^(a)	●		
Finishes - Courtrooms			●
Finishes - Jury Deliberation			●
Finishes - Jury Assembly			●
Finishes - Hearing/Training			●
Finishes - In-Custody Holding		●	
Size - Security Ops	●		
Size - In-Custody Holding			●
Size - Sallyport			●
Size - Security Screening			●
Workspaces – Size/Layout			●
Workspaces - Finishes			●
Workspaces - Furnishings			●

- Concerns with door hardware and couple office adjacencies



Los Banos Survey Results

- Mechanical and Plumbing

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Building HVAC System		●	
Building Plumbing System			●

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Workspace Temperature ⁽¹⁾		●	●
Workspace Temp. Control		●	
Workspace Air Movement		●	
Workspace Humidity			●

- Electrical, Electronics

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Electrical			●
Telephone / Data / WiFi			●
Security Electronics			●
Audio-Visual			●
Fire Alarm			●

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Telephone / Data / WiFi			●
Courtroom Telephone / Data / WiFi			●
Courtroom Audio-Visual			●
Arraignment Dock Audio		●	



COURTROOM 13



Los Banos

Overall Findings

- Cost Reduction Items Generally Effective
 - No Detrimental Impact on Function or Maintenance
- Major Design and Operational Concerns
 - Longevity of Systems: Hydronic HVAC System was Replaced by Decentralized Roof-Top Units
 - Air Balancing Issues: Needs HVAC Rebalancing
 - Sallyport Gate: Poorly Designed for High-Winds



Los Banos Lessons Learned

- Design for Site Conditions: Sun Exposure & Prevalent Winds
- Perform Thorough Life-Cycle Cost Analysis for Building Systems
- Select Higher Grade Equipment for Exterior Applications (Fire Alarm Control Panel, Duress Alarm)



Superior Court of California County of Tehama, Red Bluff



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Red Bluff Survey Results

- Architecture and Design

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Exterior Building Finishes			●
Interior Building Finishes:			
Finishes – Courtroom			●
Finishes - Jury Room			●
Finishes - Public Areas			●
Finishes - Offices/Work Areas			●
Finishes - Toilet Room			●
Finishes - Holding			●
Doors/Hardware - Entry			●
Doors/Hardware - Sallyport			●
Doors/Hardware - Interior			●
Doors/Hardware - Holding			●
Elevator			●

- Civil and Site

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Parking and Paved Areas			●
Site Lighting			●
Security			●
Exterior Security Cameras		●	
Landscaping Irrigation		●	
Site Directional Signage	●		

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Parking and Paved Areas ^(a)			●
Site Lighting			●
Security ^(b)			●
Landscaping		●	

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Location - Security Ops ^(a)			
Location - In-Custody Holding		●	
Adjacencies -Workgroups ^(b) (General Bldg. Organization)			●
Adjacencies - Security Ops ^(a)			●
Adjacencies - Courtrooms			●
Adjacencies - Jury Assembly			●
Adjacencies - Clerk Supervisor's Office			●
Finishes - Courtrooms			●
Finishes - Jury Deliberation			●
Finishes - Jury Assembly			●
Finishes - Hearing/Training		●	●
Finishes - In-Custody Holding		●	●
Finishes - Restrooms ^(c)			●
Size – Courtrooms ^(d)	●		
Size - Sallyport			●
Size - Security Screening ^(a)			●
Workspaces – Size/Layout			●
Workspaces - Finishes			●
Workspaces - Furnishings			●

● Concerns with size of courtroom



Red Bluff Survey Results

- Mechanical and Plumbing

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Building HVAC System			●
Building Plumbing System			●

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Workspace Temperature ^(a)		●	●
Workspace Temp. Control			●
Workspace Air Movement			●
Workspace Humidity			●
Restroom Plumbing Fixtures ^(a)		●	

- Electrical, Electronics

Building Condition Assessment Survey Results			
Building Feature	Poor/ Very Poor	Neutral	Good/ Very Good
Electrical			●
Telephone / Data / WiFi ⁽¹⁾			●
Security Electronics			●
Audio-Visual ⁽¹⁾			●
Fire Alarm			●

Building Functional Assessment Survey Results			
Building Feature	Dissatisfied/ Very Dissatisfied	Neutral	Satisfied/ Very Satisfied
Telephone / Data / WiFi ^(a)			●
Courtroom Telephone / Data / WiFi		●	
Courtroom Audio-Visual		●	
Arraignment Dock Audio		●	



Red Bluff

Overall Findings

- Cost Reduction Items Generally Effective
 - No Detrimental Impact on Function or Maintenance
- Major Design and Operational Concerns
 - Longevity of Systems: Hydronic HVAC System was Replaced by Decentralized Roof-Top Units.
 - No Back-Up Generator or Central UPS. Three Smaller UPS's Provided are Inefficient.
 - Security Issue: Shelled Holding in One Courtset



Red Bluff Lessons Learned

- Perform Thorough Life-Cycle Cost Analysis for Building Systems
- Provide Centralized UPS
- Provide Adequate Training for IT/AV Systems to Court Staff
- Select Durable, Quality Finishes and Furniture



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Conclusion

- Demonstration Projects Cost Reduction Items Generally Effective
- Cost Reductions should be Project Specific: Scale, Location
- Major Impacts Better Learned in 10-15 Years



Questions?



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