

Council Meeting of  
November 22, 2011

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: Public Works – Appropriate funds, reject bid, and award agreement for construction of the Curb, Gutter and Sidewalk Replacement Program, I-93 and Residential Sidewalk Ramping. Expenditure: \$1,536,011.**

**RECOMMENDATION**

Recommendation of the Public Works Director that City Council:

- 1) Appropriate \$655,825 of Community Development Block Grant (“CDBG”) funds to the Residential Curb, Gutter and Sidewalk Replacement Program, I-93;
- 2) Approve the plans and specifications for the Curb, Gutter and Sidewalk Replacement Program, I-93 and Residential Sidewalk Ramping (CDBG #601416-11) (B2011-35);
- 3) Reject the Bidder’s Proposal from the lowest bidder Interlog Hym Engineering in the amount of \$1,410,798.00; and
- 4) Award a public works agreement to the lowest responsible bidder CJ Concrete Construction Inc. in the amount of \$1,462,868 and authorize a 5% contingency in the amount of \$73,143 for construction of the Curb, Gutter and Sidewalk Replacement Program, I-93 and Residential Sidewalk Ramping (CDBG #601416-11) (B2011-35).

**Funding**

Funding is available from CIP# I-93 and the recommended appropriation.

**BACKGROUND**

The Residential Curb, Gutter & Sidewalk Replacement Program is a multi-year program included in the City’s adopted Capital Budget as project I-93 (“I-93 Program”). The project provides for the replacement of damaged curbs, gutters and sidewalk; installation of curb ramps that are compliant with the Americans with Disabilities Act (“ADA”); and removal and replanting of parkway trees. For the last 5 years, the primary focus of the I-93 Program was to install ADA-compliant curb ramps at locations where they currently are non-existent. These are locations where there is 6-inch or 8-inch high concrete curb along the corner radiuses of intersections. The goal is to remove the existing concrete curbs and sidewalks along the corner radiuses and then install new ADA-compliant curb ramps. The installation of these ramps will create a continuous path of travel for both pedestrians and physically-challenged individuals that use either battery-operated carts or wheelchairs.

## **ANALYSIS**

For this project, we will be installing curb ramps on all city streets south of Sepulveda Boulevard to the south city boundary. The work will extend across the east-west city limits and there are approximately 496 missing ramps to be installed.

The I-93 Program was advertised for bid in August, 2011 as B2011-35. Ten bids were received and opened on September 29, 2011 with the following results:

<b><u>BIDDER</u></b>	<b><u>TOTAL BID</u></b>
1. Interlog Hym Engineering	\$1,410,798.00
2. CJ Concrete Construction Inc.	\$1,462,868.00
3. LH Engineering Company, Inc.	\$1,473,732.00
4. S. Parker Engineering, Inc.	\$1,822,526.00
5. Nobest Inc.	\$1,896,000.00
6. PALP. Inc. DBA Excel Paving Co.	\$1,989,445.00
7. Kalban, Inc.	\$1,998,556.00
8. Sully-Miller Contracting Company	\$2,198,000.00
9. CWS Systems, Inc.	\$2,223,150.00
10. Hardy & Harper, Inc.	\$2,399,000.00

The Engineer's estimate for the total bid ranged from \$1,800,000 to \$2,000,000. Seven of the 10 bids were either below or within the range of the Engineer's estimate.

### **Analysis and Rejection of Lowest Bidder - Interlog Hym Engineering**

This project's specifications require that all construction surveying (by the Contractor) be performed by, or under the direction of, its Registered Licensed Land Surveyor or its Registered Civil Engineer authorized to practice land surveying in the State of California. This requirement is shown in the specifications and is available for all bidders to read while preparing their bid. Also, this is a standard requirement for all Public Works projects.

For this project, construction surveying is a high priority because the new curb ramps must be in compliance with the ADA guidelines. Also, the City is using federal funds for construction. Lastly, it is expected that construction will disturb existing survey monuments. Only a CA-Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California may re-establish a survey monument.

A review of Interlog Hym Engineering's ("Interlog") bid revealed that Interlog listed no subcontractor to perform construction surveying. As such, Interlog's bid implies and agrees (by definition in Public Contract Code Section 4106) that it is fully qualified, at the time of the bid opening, to perform the work with current personnel. When staff subsequently investigated and discussed this issue with Interlog, ultimately it was determined that Interlog

did not possess, at the time of the bid opening, the qualifications required to perform construction surveying for this project.

Staff further discussed this issue with the City Attorney and reviewed the Public Contract Code. It was agreed that a Bidder must demonstrate in its Bidder's Proposal that, at the time of the bid opening, it is qualified to perform the work. Because Interlog did not possess the required qualifications, it is recommended that Interlog's bid be classified non-responsive and, therefore, rejected.

#### **Award of Agreement to Second Lowest Bidder – CJ Concrete Construction Inc.**

CJ Concrete Construction Inc. ("CJ") is the second lowest bidder and also is determined the lowest, responsible bidder. CJ's bid is \$52,070 (3.5%) higher than Interlog's bid; however, CJ has listed a qualified surveyor to perform construction surveying. CJ has successfully completed projects of similar type. The firm's references and contractor's license have been checked and found to be in order.

It should be noted that federal CDBG funds will be used to cover a portion of the construction costs. As such, staff also discussed with LA County (the City's administrator of CDBG funds) the evaluation process of the 10 bidder's proposal. LA County indicates they support staff recommendation to award an Agreement to CJ. Therefore, the Public Works Director recommends that Council award the Public Works Agreement to CJ.

It is anticipated that construction will commence in February 2012.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director

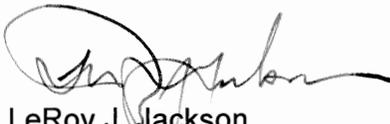


By Craig Bilezerian  
Engineering Manager

CONCUR:



Robert J. Beste  
Public Works Director



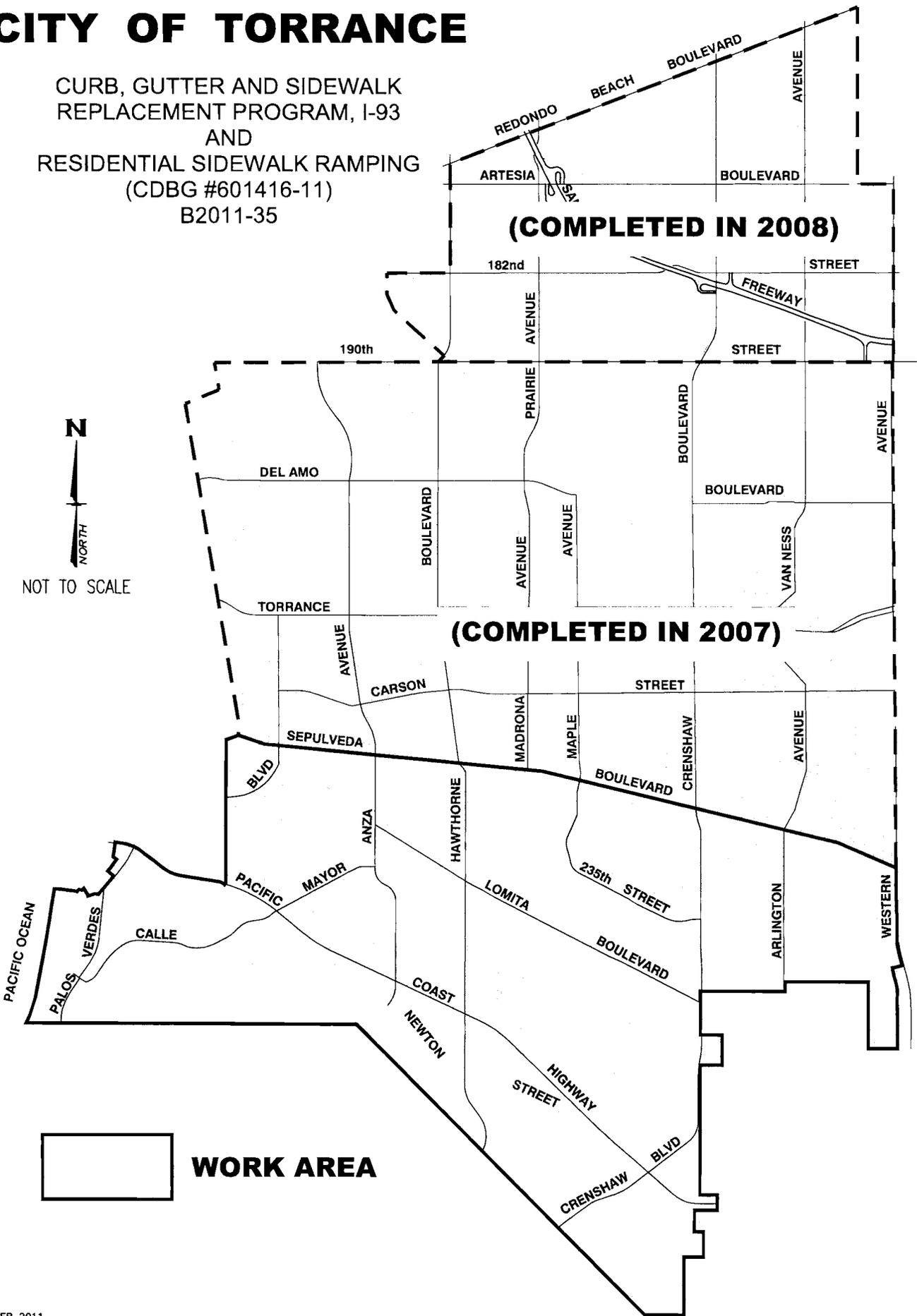
LeRoy J. Jackson  
City Manager

- Attachments:
- A. Project Location Map
  - B. Public Works Agreement – CJ Concrete
  - C. Bid Proposal – Interlog (first 8 pages only)
  - D. Project Specifications – Excerpt of Survey requirements
  - E. Public Contract Code – Sections 4100 - 4114



# CITY OF TORRANCE

CURB, GUTTER AND SIDEWALK  
 REPLACEMENT PROGRAM, I-93  
 AND  
 RESIDENTIAL SIDEWALK RAMPING  
 (CDBG #601416-11)  
 B2011-35



**WORK AREA**



## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and CJ CONCRETE CONSTRUCTION, Inc., a California corporation ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11), B2011-35;**
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)**, Notice Inviting Bids No. B2011-35 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans, Specifications, and Curb Ramp Summary Spreadsheet are made a part of this Agreement. A copy of the Bid is attached as Exhibit A. Project B2011-35, CDBG #601416-11 includes construction or reconstruction of access ramps, curbs, curb and gutter, cross gutters, sidewalks and appurtenances at various locations in the City of Torrance as shown in the Plans, Specifications and Curb Ramp Summary Spreadsheet.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years from the Effective Date.

#### 3. COMPENSATION

##### A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for

services initially contemplated by this Agreement, exceed the sum of \$1,462,868.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

C. Source of Funds.

This project is partially funded by a Community Development Block Grant.

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a) cease operations as directed by CITY in the notice;
  - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
  - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and

remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

#### C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

#### 5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

John C. Sarno, President

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. In accordance with the Federal regulations specified in 24 CFR 85.36(i)(10), the CONTRACTOR shall maintain all records that are pertinent to the activities to be funded under this Agreement. Records that are to be maintained, include but are not limited to specifications, drawings, progress reports, books, documents, papers, and the like, which are directly pertinent to the contract for the purpose of auditing. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for four years after final payment and all other pending matters are closed.

## 15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## 16. **NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

## 17. **INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Combined single limits of \$2,000,000 per occurrence.
  2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
  3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

## **19. CONFLICT OF INTEREST**

In accordance with the City of Torrance regulations, and Section 570.611 of the CDBG Regulations:

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

## **20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the

next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR: CJ Concrete Construction, Inc.  
10142 Shoemaker Avenue  
Santa Fe Springs, CA 90670  
Fax: 562-777-2220

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

With a copy to

Public Works Department  
City of Torrance  
20500 Madrona Avenue  
Torrance, CA 90503  
Attn: Craig Bilezerian

Fax: (310) 781-6902

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

## **21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

## **22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

If this Contract results in any discovery or invention which may develop in the course of or under contract, the City reserves the right to royalty-free, non-exclusive and irrevocable license to use and to authorize others to use, the work

for government purpose. If this Contract results in any copyrightable material, the City and/grantor agency reserves the tight to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purpose.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference. For Community Development Block Grant (CDBG) Provisions- See EXHIBIT B.

**31. CONTRACTOR’S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a municipal corporation

CJ CONSTRUCTION CONCRTER, INC.  
a California corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
John C. Sarno, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments: Exhibit A: Bid  
Exhibit B: Community Development Block Grant (CDBG) Provisions

**EXHIBIT A**

**Bid**

## BIDDER'S PROPOSAL

Company: CJ Concrete Construction, Inc.  
 Total Bid: \$1,462,868.<sup>00</sup>

**CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM  
 AND  
 RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)  
 B2011-35**

Honorable Mayor and Members  
 of the Torrance City Council  
 Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

**BID SCHEDULE**

(CDBG funds will be used for payment of Bid Item #2 only)

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1,000	LF	REMOVE PCC CURB OR CURB & GUTTER (HEIGHT AND WIDTH VARIES) OUTSIDE LIMITS OF CURB ACCESS RAMP and CONSTRUCT PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH.	\$40. <sup>00</sup>	\$40,000. <sup>00</sup>
2	496	EA	REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 3.5" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB OR C&G.	\$2,050. <sup>00</sup>	\$1,016,800. <sup>00</sup>

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
3	5,000	SF	REMOVE EXISTING SIDEWALK AND CONSTRUCT 3.5" THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP.	\$ 6 <sup>00</sup>	\$ 30,000 <sup>00</sup>
4	453	EA	FURNISH AND INSTALL 36" X 48" DETECTABLE WARNING SURFACE PANEL AT ACCESS RAMP.	\$ 200 <sup>00</sup>	\$ 90,400 <sup>00</sup>
5	5	EA	TREE REMOVAL	\$ 1,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
6	1	ALW	TREE OR PLANT TRIMMING AND/OR PRUNING	\$1,500.00	\$1,500.00
7	10	EA	SIGNS REMOVALS AND RELOCATIONS	\$ 300 <sup>00</sup>	\$ 3,000 <sup>00</sup>
8	12,800	SF	REMOVE EXISTING PAVEMENT AND CONSTRUCT 4" AC PAVEMENT OVER 4" CMB.	\$ 4.75	\$ 60,800 <sup>00</sup>
9	230	LF	NEW PAINTED CURB	\$ 3 <sup>00</sup>	\$ 690 <sup>00</sup>
10	50	EA	ADJUST UTILITY COVERS TO GRADE	\$ 250 <sup>00</sup>	\$ 12,500 <sup>00</sup>
11	49	EA	SURVEY MONUMENTS	<del>\$ 324<sup>00</sup></del> \$ 326 <del>\$ 324<sup>00</sup></del> \$ 326 JS	\$ 15,974 <sup>00</sup>
12	1	ALW	PAVEMENT MARKINGS REMOVAL & REPLACEMENT	\$5,000.00	\$5,000.00
13	1	ALW	CROSS GUTTER CONCRETE PATCHING	\$8,000.00	\$8,000.00
14	1	EA	MANHOLE FRAME ADJUSTMENT	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>
15	1	LS	CONSTRUCTION SURVEY	\$18,000 <sup>00</sup>	\$18,000 <sup>00</sup>
<b>CROSS GUTTER/RAMP IMPROVEMENTS LOCATIONS</b>					
Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
16	1	LS	CONSTRUCTION SURVEY FOR CROSS GUTTER/RAMP IMPROVEMENT	\$ 38,000 <sup>00</sup>	\$ 38,000 <sup>00</sup>
17	400	SF	CERISE AVENUE AND 232ND STREET (LOC#124)	\$ 12 <sup>00</sup>	\$ 4,800 <sup>00</sup>
18	70	SF	PENNSYLVANIA AVENUE AND 233RD STREET (LOC#149)	\$ 20 <sup>00</sup>	\$ 1,400 <sup>00</sup>

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
19	880	SF	NEWTON STREET AND GLENCOE WAY (LOC#201)	\$ 12.00	\$ 10,560.00
20	880	SF	NEWTON STREET AND PITCAIRN WAY (LOC#202)	\$ 12.00	\$ 10,560.00
21	965	SF	GREEN MEADOWS AVENUE AND JANET LANE (LOC#228)	\$ 12.00	\$ 11,580.00
22	1,930	SF	GREEN MEADOWS AVENUE AND HARLEE LANE (LOC#230)	\$ <del>12.50</del> <sup>10.00</sup>	\$ 19,300.00
23	1,930	SF	HIGHGROVE AVENUE AND HARLEE LANE (LOC#231)	\$ <del>10.00</del> <sup>10.00</sup>	\$ 19,300.00
24	1,001	SF	PASEO DE PABLO AND VIA COLUSA (LOC#249)	\$ 12.00	\$ 12,012.00
25	916	SF	PASEO DE PABLO AND CALLE DE FELIPE (LOC#250)	\$ 12.00	\$ 10,992.00
26	1	LS	STORMWATER POLLUTION PREVENTION PLAN	\$ 8,000.00	\$ 8,000.00
27	1	LS	NPDES COMPLIANCE	\$ 8,000.00	\$ 8,000.00

TOTAL BID PRICE \$ 1,462,868.00  
(Figures)\*

TOTAL BID PRICE: one million four hundred sixty two thousand eight hundred sixty eight dollars and 00 cents.  
(Words)\*

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

B2011-35

## B2011-35

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

CJ Concrete Construction, Inc.

Contractor

Date: September 28<sup>th</sup>, 2011 By: [Signature]

Contractor's State License

Address: 10142 Shoemaker Ave.

No. 720989

santa fe springs ca 90670

Class

A

Phone:

(562) 777-2222



## CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }  
 COUNTY OF Los Angeles }

B2011-35

John C. Sarno, being first duly sworn, deposes and says:

1. That he is the President  
 Title  
 of CJ concrete construction, Inc.  
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11); B2011-35;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me

on this 29<sup>th</sup> day of SEPTEMBER, 2011,  
by Date Month Year

(1) JOHN C. SARNO  
Name of Signer

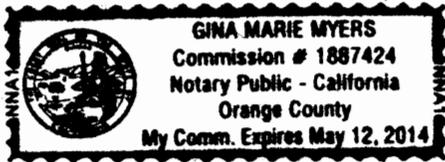
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (~~#~~)

(and)

(2) \_\_\_\_\_  
Name of Signer

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.~~

Signature *Gina Marie Myers*  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: contractor's Affidavit -

Document Date: September 29, 2011 Number of Pages: two

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

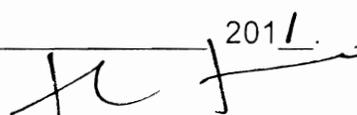
7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 29<sup>th</sup> day of September 2011.

Subscribed and Sworn to

before me this \_\_\_\_\_ day

of SEE ATTACHED FOR  
CURRENT AND COMPLETE  
CALIFORNIA NOTARIAL



(Contractor)

president

(Title)

Notary Public in and for said WOPPING  
County and State.

(Seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

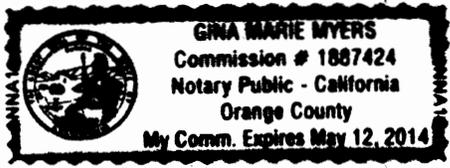
State of California

County of LOS ANGELES

On September 29, 2011 before me, Gina Marie Myers, Notary Public

personally appeared John C. Sarno

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature: Gina Marie Myers  
Signature of Notary Public

Place Notary Seal and/or Stamp Above **OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond - City of Torrance

Document Date: September 28, 2011 Number of Pages: one

Signer(s) Other Than Named Above: Dwight Reilly

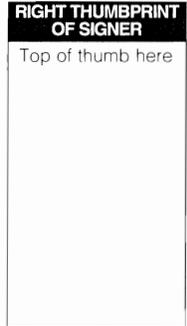
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: John C. Sarno Signer's Name: Dwight Reilly

- Corporate Officer — Title(s): President
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: CJ. concrete construction, Inc.

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: First National Insurance Company of America

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: Case Land Surveying, Inc.

CA License Number, Classification and Type: L5411

Address of Office, Mill or Shop: 614 N. Eckhoff St. Orange CA 92868

Specific Description of Sub-Contract: construction survey, tie out & re establish survey monuments.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**

(List only work that is similar in scope, magnitude and degree of difficulty and completed by the Contractor within the past three [3] years.)

1. Name (Firm/Agency): please see Attached  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
2. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
3. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
4. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

# CJ Concrete Construction, Inc.

#720989 A

10142 Shoemaker Avenue • Santa Fe Springs, Ca 90670 • (562) 777-2222 phone • (562) 777-2220 fax

Annual Citywide Sidewalk Replacement  
 City of Santa Monica  
 1685 Main St.  
 Santa Monica, Ca 90401  
 (310) 458-8411 Randall Martinez  
 Started 1/08 Completed 11/08  
 Final contract price \$1,354,878.00

✓ Sidewalk Removal and Replacement Project 2008-2009  
 City of Rancho Palos Verde  
 30940 Hawthorne Blvd.  
 Rancho Palos Verde, Ca 90275  
 (310) 377- 0360 Bindu Vaish  
 Started 02/09 Completed 04/09  
 Final contract price \$327,432.00

✓ Annual Concrete Replacement at various Locations FY 2008 – 09  
 City of Orange  
 300 E Chapman Ave  
 Orange, Ca 92866  
 (714) 744-5568 Alan Truong  
 Started 05/09 Completed 07/09  
 Final contract price \$444,264.00

✓ Rehabilitation of Tustin Ave from 15th St. to 17<sup>th</sup> St.  
 City of Costa Mesa  
 77 Fair Dr.  
 Costa Mesa, Ca 92626  
 (714) 754-5096 Susan Santora  
 Started 07/09 Completed 11/09  
 Final contract price \$616,000.00

# *CJ Concrete Construction, Inc.*

#720989 A

---

10142 Shoemaker Avenue • Santa Fe Springs, Ca 90670 • (562) 777-2222 phone • (562) 777-2220 fax

- ✓ Annual Sidewalk Program  
 City of El Segundo  
 350 Main St.  
 El Segundo, Ca 90245  
 (310) 524-2300 Maryam Jonas  
 Started 10/09 Completed 12/09  
 Final contract price \$176,190.00
  
- ✓ Annual 2009-2010 Omnibus Concrete Replacement  
 City of Santa Ana  
 20 Civic Center Dr. West  
 Santa Ana, Ca 92701  
 (714) 647-5029 William Albright
  
- ✓ Annual Remove and Replace sidewalk, Curb and Gutter  
 City of Norwalk  
 12700 Norwalk blvd  
 Norwalk, Ca 90650  
 (562) 929-5576 Ronny Buzenes
  
- ✓ Annual Concrete Repair  
 City of Ontario  
 303 East "B" St.  
 Ontario, Ca 91764  
 (909) 395-2624 Dale Adcock

# *CJ Concrete Construction, Inc.*

#720989 A

---

10142 Shoemaker Avenue • Santa Fe Springs, Ca 90670 • (562) 777-2222 phone • (562) 777-2220 fax

✓ Annual Sidewalk, Curb and Gutter Replacement  
 City of Lakewood  
 5050 Clark Ave  
 Lakewood, Ca 90712  
 (562) 866-9771 Brian White

✓ Annual Concrete Replacement Project  
 City of Garden Grove  
 1122 Acacia Parkway  
 Garden Grove, Ca 92840  
 (714) 741-5388 Ray Valenzuela

## **Bonding**

Agent – Dwight Reilly  
 Commercial Surety Bonding Agency  
 1411 No. Batavia St. Suite 201  
 Orange, Ca 92867  
 (714) 627-4582

First National Insurance Company of America  
 333 City Blvd West Suite 300  
 Orange, Ca 92868

**REFERENCES**

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed
None		

Contractor's License No.: 720989 Class: A

a. Date first obtained: 04.8.96 Expiration 04.30.2012

b. Has License ever been suspended or revoked? NO

If yes, describe when and why: N/A

c. Any current claims against License or Bond? NO

If yes, describe claims: N/A

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>John C. Sarno</u>	<u>President</u>	
<u>John C. Sarno</u>	<u>secretary</u>	
<u>John C. Sarno</u>	<u>treasurer</u>	

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: NO Federal/State: N/A

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Have the penalties been paid? Yes/No: N/A

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: NO Code/Laws: N/A Section/Article: N/A

If "yes," identify and describe, (including agency and status): N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: NO. If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your firm been reinstated by this entity? Yes/No: \_\_\_\_\_

## DBE BIDDERS LIST

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>CJ Concrete Construction, Inc</u> Phone: <u>562.777.2222</u>	
Address: <u>10142 Shoemaker Ave.</u> Fax: <u>562.777.2220</u> <u>Santa Fe Springs CA 90670</u>	
Contact Person: <u>John C. Sarno</u>	No. of years in business: <u>18</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>Concrete Stamped Concrete</u> <u>landscape irrigation</u>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million <u>Less than \$5 Million</u> Less than \$10 Million Less than \$15 Million More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.



Community Development Commission  
County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO. 93-0031  
CERTIFICATION

Name of Firm: CJ Concrete Construction, Inc.  
Address: 10142 Shoemaker Ave. Santa Fe Springs  
State: Ca Zip Code: 90470 Telephone Number: (562) 777-2222

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

CJ Concrete Construction, Inc  
(Contractor/Subcontractor)

9.28.11

(Date)

By:

[Signature]  
(Signature)

President  
(Title)

(Title)

<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b> <b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<b>HUD FORM 4230A</b> <small>OMB Approval Number 2501-0011 (Exp 01/31/2010)</small>					
1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER					
4. BRIEF DESCRIPTION OF PROJECT		3. LOCATION OF PROJECT (City, County and State)					
5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway		6. WAGE DECISION NO. (include modification number, if any)  <input type="checkbox"/> COPY ATTACHED					
7. WAGE DECISION EFFECTIVE DATE		8. WORK CLASSIFICATION(S)					
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway		HOURLY WAGE RATES <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">BASIC WAGE</th> <th style="width: 50%; padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> </tr> </tbody> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)						
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check All That Apply:</b> </div> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.							
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check One:</b> </div> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.							
_____ <b>Agency Representative</b> (Typed name and signature)		_____ Date  _____ Phone Number					
		FOR HUD USE ONLY LR2000:  Log in:  Log out:					

**CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS**

PROJECT NAME: curb, gutter and sidewalk replacement

AWARDING AGENCY: City of Torrance

Location: Torrance, Ca

Project Number: B2011-35

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Case land survey		L5411				

Signature: [Handwritten Signature]

Name and Title: John C. Sarno - President

Date: September 28<sup>th</sup>, 2011

Company Name: CJ Concrete Construction, Inc.

## WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 9.28.11 Project Number: #001416-11  
Project Name: Curb, gutter and sidewalk Replacement Program  
Company Name: CJ concrete construction, Inc.  
Address: 10142 shoemaker Ave. santa fe springs ca 90670  
Print Name: John C. Sarno  
Title: President  
Signature: [Handwritten Signature]

## NON-SEGREGATED FACILITIES CERTIFICATION

### FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date: 9-28-11 Project Number: # 6014 16-11  
 Company: CJ Concrete Construction, INC.  
 Address: 10142 Shoemaker Ave. Santa Fe Springs CA 90670  
 By: [Signature]  
 Title: President

**CERTIFICATION**  
**WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR**  
**SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND**  
**THE FILING OF REQUIRED REPORTS**

The  bidder,  proposed sub-contractor, hereby certifies that he/she  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she  has,  has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 9-28-11 Project Number: #601416-11 Contract Award: \$ 1,462,868.<sup>00</sup>

Awarding Agency: City of Torrance

Contractor Name: CJ Concrete Construction, Inc. Total Number of Employees 13

Affiliate Company: \_\_\_\_\_

By: [Signature]

Title: president

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

### EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

\_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): CJ Concrete Construction, Inc.

Project Name: curb, gutter & sidewalk replacement project #111 Project Number: #001416-11

The Undersigned currently holds a contract with City of Torrance, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

John C. Sarno

(Print Name)

By:

[Handwritten Signature]

(Signature)

9.28.11

(Date)

President

(Title)



NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

State of California )

County of Los Angeles )

John C. Sarno, being first duly sworn, deposes and says that, he or ~~she~~ is President of CJ concrete construction, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: curb, gutter & sidewalk replacement program Project Number: #601416-11

Company: CJ concrete construction, Inc.

Address: 10142 Shoemaker Ave. Santa Fe Springs ca 90070

Signature: [Handwritten Signature]

Title: president

Date: 9.28.11

SWORN TO AND SUBSCRIBED TO BEFORE ME

SEE ATTACHED FOR

This            day of           , 20          

CURRENT AND COMPLETE

/s/ Notary Public: CALIFORNIA NOTARIAL

My Commission Expires:             
WORDING

## FEDERAL LOBBYIST CERTIFICATION

Name of Firm: CJ Concrete Construction, Inc.  
 Address: 10142 Shoemaker Ave. Santa Fe Springs  
 State: CA Zip Code: 90670 Telephone Number: (542 ) 777-2222

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

CJ Concrete Construction, Inc. By: [Signature]  
(Contractor/Subcontractor) (Signature)

9.28.11 President  
(Date) (Title)

### SECTION 3 BUSINESS CERTIFICATION

Business Name: CJ Concrete Construction Inc.

Business Address: 10142 Shoemaker Ave.

Santa Fe Springs, CA 90670

Telephone Number: (562) 777-2222

Bid  Amount: \$ 1,402,808.<sup>00</sup>

The above mentioned business **is a Section 3 qualified business** based on the following:

**51-percent owned** by income-qualified residents

Total Number of Owners \_\_\_\_\_, Number of income-qualified Owners \_\_\_\_\_  
(Submit a *Resident Certification* form for each owner with this certification form), **or**

**Employ 30-percent** or more, permanent, full-time employees that are income-qualified residents

Total Number of all full-time employees \_\_\_\_\_, Number of income-qualified Employees \_\_\_\_\_  
(Submit a *Resident Certification* form for each employee with this certification form), **OR**

The above mentioned business **is not a Section 3 qualified business**. However, to meet *Section 3* goals, this business is providing the *Local Contracting Agency* an **Economic Opportunity Plan** to report the job classifications and the number of income qualified new hires and qualified business concerns that will be hired prior to contract award and, for openings during the course of construction, further agrees to:

- ▶ Hire income-qualified residents (at least 30-percent of aggregate new hires), or
- ▶ Subcontract 25-percent or more of the bid amount to Section 3 qualified businesses, **and agrees to;**

Incorporate *Section 3 Resident Certification* forms into our hiring practices for this project:

- ▶ *Resident Certification* forms will be completed with each new application for employment, and
- ▶ Complete an *Economic Opportunity Summary* form and submit with the final payroll.

Under penalty of perjury, the undersigned declares that the above information is true and correct;

  
Signature of Owner/Principal

John C. Sarno  
Print Name of Owner/Principal

9-28-11  
Date

720989A  
License Number

*To Be Completed by the Local Contracting Agency*

Preference Category:  Youthbuild  Targeted Service Area  Metropolitan Area  Other

(Census Tract Number, Zip Code, City, etc.): \_\_\_\_\_

**SECTION 3 RESIDENT CERTIFICATION**

(2011 INCOME GUIDELINES)

Name: CJ concrete Construction, Inc.  
 Address: 10142 shoemaker Ave. santa fe springs ca 90670

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1.  I am a Public Housing resident (Specify Name of the Public Housing site):  
\_\_\_\_\_
2.  I am a low-income resident of the Los Angeles/Orange County metropolitan area.

Select your Family Size and gross annual Income Limits (from all sources):

**FAMILY SIZE**

**INCOME LIMITS**

<input type="checkbox"/> 1	<input type="checkbox"/> \$17,950 or Less	<input type="checkbox"/> \$17,951 to \$29,900	<input type="checkbox"/> \$29,901 to \$47,850	<input type="checkbox"/> \$47,851 or more
<input type="checkbox"/> 2	<input type="checkbox"/> \$20,500 or Less	<input type="checkbox"/> \$20,501 to \$34,200	<input type="checkbox"/> \$34,201 to \$54,650	<input type="checkbox"/> \$54,651 or more
<input type="checkbox"/> 3	<input type="checkbox"/> \$23,050 or Less	<input type="checkbox"/> \$23,051 to \$38,450	<input type="checkbox"/> \$38,451 to \$61,500	<input type="checkbox"/> \$61,501 or more
<input type="checkbox"/> 4	<input type="checkbox"/> \$25,600 or Less	<input type="checkbox"/> \$25,601 to \$42,700	<input type="checkbox"/> \$42,701 to \$68,300	<input type="checkbox"/> \$68,301 or more
<input type="checkbox"/> 5	<input type="checkbox"/> \$27,650 or Less	<input type="checkbox"/> \$27,651 to \$46,150	<input type="checkbox"/> \$46,151 to \$73,800	<input type="checkbox"/> \$73,801 or more
<input type="checkbox"/> 6	<input type="checkbox"/> \$29,700 or Less	<input type="checkbox"/> \$29,701 to \$49,550	<input type="checkbox"/> \$49,551 to \$79,250	<input type="checkbox"/> \$79,251 or more
<input type="checkbox"/> 7	<input type="checkbox"/> \$31,750 or Less	<input type="checkbox"/> \$31,751 to \$52,950	<input type="checkbox"/> \$52,951 to \$84,700	<input type="checkbox"/> \$84,701 or more
<input type="checkbox"/> 8	<input type="checkbox"/> \$33,800 or Less	<input type="checkbox"/> \$33,801 to \$56,400	<input type="checkbox"/> \$56,401 to \$90,200	<input type="checkbox"/> \$90,201 or more

I am not a public housing or low-income resident of the Los Angeles/Orange County metropolitan area.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

To Be Completed by the EMPLOYER

The above-named person is a  permanent full-time  new-hire employee that was hired on: \_\_\_\_\_  
 This person's Work Classification is: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Print Name of Owner / Agent: \_\_\_\_\_ Signature of Owner / Agent: \_\_\_\_\_ Date: \_\_\_\_\_

To Be Completed by the Local Contracting Agency's SECTION 3 COORDINATOR

- The person listed above is a Section 3 qualified resident of Los Angeles County based on the following:  
 Income Level:  Extremely Low  Very Low  Low (Effective Date of Federal Income Guidelines used; \_\_\_\_\_)  
 Category:  Resident of public housing development within the project area.  
 Resident of public housing development or participant of Section 8 voucher program within Los Angeles/Orange County.  
 Participant of;  Youthbuild  McKinney Homeless, or  Other qualified program \_\_\_\_\_  
 Income qualified resident, residing within the Los Angeles/Orange County metropolitan area.

The person listed above is not a Section 3 qualified resident of Los Angeles County based on the following:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Local Contracting Agency: \_\_\_\_\_ Name of Section 3 Coordinator: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 3 ECONOMIC OPPORTUNITY PLAN**

Business Name <input type="checkbox"/> Bidder <input checked="" type="checkbox"/> Contractor <b>CJ concrete construction</b>		Dollar Amount of <input type="checkbox"/> Bid <input type="checkbox"/> Contract \$	Date Plan Submitted to LCA:
Business Address <b>10142 shoemaker Ave-</b>		Name of Owner or Authorized Agent <b>John C. Saino</b>	Signature Owner or Authorized Agent <i>[Signature]</i>
Local Contracting Agency (LCA):		Section 3 Coordinator: <b>John C. Saino</b>	Contact Information for Section 3 Coordinator: <b>(562) 777-2222</b>
CDBG Project Number <b>601416-11</b>	Project Name: <b>cup, butler and sidewalk replacement program</b>	Project Location <b>Torrance, CA</b>	

**Section 3 Employment Commitment** (attach completed Resident Certification form for each new hire)

WORK CLASSIFICATIONS	TOTAL NEW HIRES	Income-qualified NEW HIRES	% of Aggregate New Hires Who are Section 3 Residents
Professionals			
Technicians			
Office/Clerical			
Trade:			
Totals:			%

**Section 3 Subcontract Award** (attach a completed Section 3 Business Certification forms for each contract)

NAME OF SECTION 3 BUSINESS CONCERN	License Number	Construction or Non-Construction Contract	CONTRACT AMOUNT
			\$
			\$
			\$
			\$
Total:			\$

Total amount of Bid: \$

The minimum Section 3 Goal is 25% of the prime contract award  
The percentage of the amount of the prime contract to total subcontracts awarded to qualified Section 3 Business Concerns is:

%
---

*A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.*

**REMEMBER:** All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

### **SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES**

- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>
- Sponsor a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations’ database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp>
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as [www.monster.com](http://www.monster.com)

**NOTICE OF SECTION 3 COMMITMENT**

TO:

\_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): CJ Concrete Construction, Inc.

Project Name: curb, gutter and sidewalk replacement program Project Number: #601416-11

The Undersigned currently holds a contract with \_\_\_\_\_ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is \_\_\_\_\_. For additional information, you may contact Rachel Castillo, Bid coordinator at (562) 777-2222.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

John C. Sarno  
(Print Name)

By: [Signature]  
(Signature)

9.28.11  
(Date)

president  
(Title)

# Section 3

## Bid Documents

## SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause)

### Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### SECTION 3 BUSINESS CERTIFICATION

Business Name: CJ concrete construction, Inc.

Business Address: \_\_\_\_\_

Telephone Number: 560-777-2222     Bid     Amount: \$ 1,402,808<sup>00</sup>

The above mentioned business **is a Section 3 qualified business** based on the following:

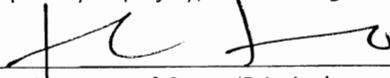
- 51-percent owned** by income-qualified residents  
Total Number of Owners \_\_\_\_\_, Number of income-qualified Owners \_\_\_\_\_  
(Submit a *Resident Certification* form for each owner with this certification form), **or**
- Employ 30-percent** or more, permanent, full-time employees that are income-qualified residents  
Total Number of all full-time employees \_\_\_\_\_, Number of income-qualified Employees \_\_\_\_\_  
(Submit a *Resident Certification* form for each employee with this certification form), **OR**

The above mentioned business **is not a Section 3 qualified business**. However, to meet *Section 3* goals, this business is providing the *Local Contracting Agency* an **Economic Opportunity Plan** to report the job classifications and the number of income qualified new hires and qualified business concerns that will be hired prior to contract award and, for openings during the course of construction, further agrees to:

- ▶ Hire income-qualified residents (at least 30-percent of aggregate new hires), or
- ▶ Subcontract 25-percent or more of the bid amount to Section 3 qualified businesses, **and agrees to;**

Incorporate *Section 3 Resident Certification* forms into our hiring practices for this project:  
▶ *Resident Certification* forms will be completed with each new application for employment, and  
▶ Complete an *Economic Opportunity Summary* form and submit with the final payroll.

Under penalty of perjury, the undersigned declares that the above information is true and correct;

  
Signature of Owner/Principal  
John C. Sarno  
Print Name of Owner/Principal

9-28-11  
Date  
720989A  
License Number

*To Be Completed by the Local Contracting Agency*

Preference Category:  Youthbuild     Targeted Service Area     Metropolitan Area     Other

(Census Tract Number, Zip Code, City, etc.): \_\_\_\_\_

## SECTION 3 RESIDENT CERTIFICATION

(2011 INCOME GUIDELINES)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I hereby certify that I am a *Section 3* resident; based on the following qualification(s):

1.  I am a *Public Housing* resident (Specify Name of the Public Housing site):  
\_\_\_\_\_
2.  I am a low-income resident of the *Los Angeles/Orange County metropolitan area*.

**Select your Family Size and gross annual Income Limits (from all sources):**

**FAMILY SIZE**

**INCOME LIMITS**

<input type="checkbox"/> 1	<input type="checkbox"/> \$17,950 or Less	<input type="checkbox"/> \$17,951 to \$29,900	<input type="checkbox"/> \$29,901 to \$47,850	<input type="checkbox"/> \$47,851 or more
<input type="checkbox"/> 2	<input type="checkbox"/> \$20,500 or Less	<input type="checkbox"/> \$20,501 to \$34,200	<input type="checkbox"/> \$34,201 to \$54,650	<input type="checkbox"/> \$54,651 or more
<input type="checkbox"/> 3	<input type="checkbox"/> \$23,050 or Less	<input type="checkbox"/> \$23,051 to \$38,450	<input type="checkbox"/> \$38,451 to \$61,500	<input type="checkbox"/> \$61,501 or more
<input type="checkbox"/> 4	<input type="checkbox"/> \$25,600 or Less	<input type="checkbox"/> \$25,601 to \$42,700	<input type="checkbox"/> \$42,701 to \$68,300	<input type="checkbox"/> \$68,301 or more
<input type="checkbox"/> 5	<input type="checkbox"/> \$27,650 or Less	<input type="checkbox"/> \$27,651 to \$46,150	<input type="checkbox"/> \$46,151 to \$73,800	<input type="checkbox"/> \$73,801 or more
<input type="checkbox"/> 6	<input type="checkbox"/> \$29,700 or Less	<input type="checkbox"/> \$29,701 to \$49,550	<input type="checkbox"/> \$49,551 to \$79,250	<input type="checkbox"/> \$79,251 or more
<input type="checkbox"/> 7	<input type="checkbox"/> \$31,750 or Less	<input type="checkbox"/> \$31,751 to \$52,950	<input type="checkbox"/> \$52,951 to \$84,700	<input type="checkbox"/> \$84,701 or more
<input type="checkbox"/> 8	<input type="checkbox"/> \$33,800 or Less	<input type="checkbox"/> \$33,801 to \$56,400	<input type="checkbox"/> \$56,401 to \$90,200	<input type="checkbox"/> \$90,201 or more

I am not a public housing or low-income resident of the *Los Angeles/Orange County metropolitan area*.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

To Be Completed by the **EMPLOYER**

The above-named person is a  permanent full-time  *new-hire* employee that was hired on: \_\_\_\_\_

This person's Work Classification is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name of Owner / Agent: \_\_\_\_\_ Signature of Owner / Agent: \_\_\_\_\_ Date: \_\_\_\_\_

To Be Completed by the Local Contracting Agency's **SECTION 3 COORDINATOR**

- The person listed above is a *Section 3* qualified resident of Los Angeles County based on the following:
- Income Level:  Extremely Low  Very Low  Low (Effective Date of *Federal Income Guidelines* used: \_\_\_\_\_)
- Category:  Resident of public housing development within the project area.  
 Resident of public housing development or participant of *Section 8* voucher program within Los Angeles/Orange County.  
 Participant of;  Youthbuild  McKinney Homeless, or  Other qualified program \_\_\_\_\_  
 Income qualified resident, residing within the Los Angeles/Orange County metropolitan area.

The person listed above is not a *Section 3* qualified resident of Los Angeles County based on the following:  
 \_\_\_\_\_  
 \_\_\_\_\_

Local Contracting Agency: \_\_\_\_\_ Name of *Section 3* Coordinator: \_\_\_\_\_, Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 3 ECONOMIC OPPORTUNITY PLAN**

Business Name <input checked="" type="checkbox"/> Bidder: <input type="checkbox"/> Contractor <b>CJ Concrete Construction, Inc.</b>		Dollar Amount of <input type="checkbox"/> Bid <input checked="" type="checkbox"/> Contract <b>\$ 1,462,868.00</b>	Date Plan Submitted to LCA:
Business Address <b>10142 Shoemaker Ave San Jose, CA 95127</b>		Name of Owner or Authorized Agent <b>John C. Sarno</b>	Signature Owner or Authorized Agent
Local Contracting Agency (LCA):		Section 3 Coordinator: <b>John C. Sarno</b>	Contact Information for Section 3 Coordinator: <b>502-777-2022</b>
CDBG Project Number <b>001416-11</b>	Project Name: <b>sub gutter and sidewalk replacement program</b>	Project Location <b>Torrance, CA</b>	

**Section 3 Employment Commitment** (attach completed Resident Certification form for each new hire)

WORK CLASSIFICATIONS	TOTAL NEW HIRES	Income-qualified NEW HIRES	% of Aggregate New Hires Who are Section 3 Residents
Professionals			
Technicians			
Office/Clerical			
Trade:			
Totals:			%

**Section 3 Subcontract Award** (attach a completed Section 3 Business Certification forms for each contract)

NAME OF SECTION 3 BUSINESS CONCERN	License Number	Construction or Non-Construction Contract	CONTRACT AMOUNT
			\$
			\$
			\$
			\$
Total:			\$
Total amount of Bid:			\$
The minimum Section 3 Goal is 25% of the prime contract award			
The percentage of the amount of the prime contract to total subcontracts awarded to qualified Section 3 Business Concerns is:			%

*A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.*

**REMEMBER:** All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

### **SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES**

- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>
- Sponsor a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations' database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp>
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as [www.monster.com](http://www.monster.com)

**NOTICE OF SECTION 3 COMMITMENT**

TO:

\_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): CJ Concrete Construction, Inc.

Project Name: curb, gutter, and sidewalk replacement program Project Number: #601416-11

The Undersigned currently holds a contract with \_\_\_\_\_ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is \_\_\_\_\_. For additional information, you may contact Rachel Castillo, Bid Coordinator at (540) 777-2222.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

John C Sarno  
(Print Name)

By: [Signature]  
(Signature)

9.28.11  
(Date)

President  
(Title)

Section 3  
Appendix VI

TO: Contract Compliance Officer, Community Development Block Grant Division  
Community Development Commission, County of Los Angeles

Date \_\_\_\_\_  
PRIOR TO CONTRACT AWARD  
FAX a copy to (323) 890-8595

### SECTION 3 BID EVALUATION MEMORANDUM

*(The LCA should refer to the guidelines on the reverse side of this page for assistance with completing this form)*

Awarding Agency: City of Torrance Section 3 Coordinator Name John C. Sarno  
Project Name: Curb, gutter and sidewalk replacement program Project Number: 061416-11  
Bid Opening Date: 9-29-11

#### BIDDER RESPONSIVENESS

	RESPONSIVE		Bid Amount (List Low Bid First) (Use Additional Sheets if Necessary)
	YES	NO	
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			

#### REASONABLENESS OF BID *(See the back side of this form for assistance with calculating the Zone of Consideration)*

<b>FACTOR</b>	ENTER THE LOWEST BID AMOUNT HERE:	\$ _____
	ADD the Lesser of \$ _____ ( _____ % of Low Bid) OR \$ _____	\$ _____
	<b>TO RECEIVE A SECTION 3 PREFERENCES, THE BID CAN NOT EXCEED:</b>	\$ _____

First consideration for a bid preference may be given to a bidder who is a qualified Section 3 Business Concern and provides a reasonable bid.  
Second consideration for a bid preference may be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns prior to contract award and identifies the positions and/or subcontractors on the completed Economic Opportunity Plan submitted with his/her bid; and provides a reasonable bid.

#### RECOMMENDATION FOR SECTION 3 BID PREFERENCE

<p>The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration"</p>  <p><i>(Print Name of Contracting Officer)</i></p>	
<p><i>Check this box below if applicable</i></p> <p><input type="checkbox"/> No bidders were able to meet Section 3 responsive and reasonable bidding requirements. Therefore, the construction contract will be awarded to the lowest bidder who has provided a reasonable bid in accordance with the awarding agency's policy and procedures.</p>	<p><i>(Signature of Contracting Officer)</i></p>  <p><i>(Date)</i></p>

**GUIDELINES FOR COMPLETING THE SECTION 3 BID EVALUATION MEMORANDUM**

**NOTE:** This *Section 3 Bid Evaluation Memorandum* form is required during procurement when;

- The project budget includes \$200,000 or more of housing & development funds (such as CDBG or HOME funds), AND
- The Local Contracting Agency (LCA) anticipates awarding a contract in the amount of \$100,000 or more

A **Section 3 RESPONSIVE BIDDER** is a bidder that submits a *Section 3 Business Certification* form with their bid, documenting that they:

**1<sup>st</sup> Preference** – Qualify as a Section 3 Business concern because they:

**Option a** – The business is 51% owned by low-income residents, or

**Option b** – Employ low-income residents (30% or more permanent full-time employees are income qualified) and signed *Section 3 Resident Certification form* from each employee is submitted with their bid

**- OR -**

**2<sup>nd</sup> Preference** – Submit a completed *Section 3 Economic Opportunity Plan* to reflect that, prior to contract award, they will:

**Option a** – Hire at least 30% aggregate new-hires that are qualified low-income residents, and

Provide the *Section 3 Resident Certification form* for each new-hire.

**Option b** – Subcontract 25% or more of the bid amount to qualified *Section 3 Business Concern(s)*, and

The business provides a *Section 3 Resident Certification form* for each employee.

A **Section 3 NON-RESPONSIVE BIDDER** is a bidder that:

- ▶ Fails to provide a *Section 3 Business Certification form* and *Resident Certification forms* with a bid response, or
- ▶ Fails to provide a *Section 3 Business Certification form* and an *Economic Opportunity Plan* with a bid response, or
- ▶ Falls, prior to contract award, to accomplish the employment or subcontracting goals listed in his/her *Economic Opportunity Plan*.

A **Section 3 REASONABLE BID** is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of the lowest bid received from any responsible bidder, **PLUS**
2. The "**X**" **FACTOR**, which is the lesser of;
  - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
  - b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

**Zone of Consideration**

If the Lowest Bid Is		The X FACTOR Is the lesser than	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

**SECTION 3 BID PREFERENCES**

**First preference** consideration may be given to a bidder who is a qualified *Section 3 Business Concern*; and provides a reasonable bid.

**Second preference** consideration may be given to a bidder who commits to employing income-qualified residents or subcontracting with qualified business concerns prior to contract award and identifies the positions and/or subcontractors on a completed *Economic Opportunity Plan* submitted with his/her bid; and provides a reasonable bid.

If the lowest bid of a qualified *Section 3 Responsive Bidder* is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to Section 3 requirements, the contract shall be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's policy and procedures, consistent with *California Public Contracting Code*. When awarding a contract to the lowest bidder who is non-responsive to *Section 3* requirements, but provides a reasonable bid, the contractor must sign a *Section 3 Commitment* form acknowledging that they must document and report all efforts made to achieve the minimum requirements of Section 3 (30% of aggregate new hires must be income qualified, or 25% of the subcontracts awarded will be qualified business concerns).

**NOTE:** The recipient of a *Section 3* contract is required to submit a Contractor's *Economic Opportunity Report* with their final *Certified Payroll Report*.

## CONTRACTOR ECONOMIC OPPORTUNITY REPORT

Name and Address <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor: EJ concrete construction, inc. 10142 shoemaker Ave Santa fe springs ca 92670	Contact Person: John C. Sarn Federal EIN: 95-457826	Date Report Submitted:  Phone: (include Area Code) 562 777-2002 Dollar Amount of Contract: 1,462,868.00
Project Number: 601416-11	Project Name: curb, gutter and sidewalk replacement program	

**Part I: Employment & Training Opportunities provided to low-income individuals** (Minimum Goal: 30% of New Hires)

JOB TITLE or WORK CLASSIFICATION	TOTAL NEW HIRES	LOW-INCOME NEW HIRES	LOW-INCOME TRAINEES

**Part II: Subcontracts Awarded** (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

NAME OF BUSINESS CONCERN	License Number	TYPE OF CONTRACT	AMOUNT
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-construction Contract	\$
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-construction Contract	\$
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-construction Contract	\$

**Part III: Summary of the efforts that were made to generate economic opportunities**

Trained and/or Employed \_\_\_\_\_ low-income individuals equal to \_\_\_\_\_ (%) of the aggregate new hires. (Attach Resident Certifications)  
 Awarded Subcontracts to \_\_\_\_\_ qualified Business Concerns equal to \_\_\_\_\_ (%) of the contract amount. (Attach Business Certifications)  
 Attempted to recruit low-income individuals through:
 

- Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
- Signs prominently displayed at the project site (Documented by  Memo-to-File,  Photographic,  Inspector's Notes,  Other - \_\_\_\_\_)
- Contacts with community organizations
- Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)

 Participated in a program which promotes the training or employment of low-income individuals (Attach supporting documentation)  
 Participated in a program which promotes the award of contracts to Section 3 Qualified Businesses (Attach supporting documentation)  
 Contacted agencies administering HUD Youth-Build programs. (Attach list)  
 Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment opportunities.

OTHER: \_\_\_\_\_ (Attach supporting documentation)

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No Economic Opportunities were generated during the course of construction because the work was completed in \_\_\_\_\_  
 days  weeks  months and no job openings were created.

**BIDDER'S CERTIFICATION**

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.

CJ Concrete Construction, Inc.  
Bidder

By   
\_\_\_\_\_

9.28.11  
Date

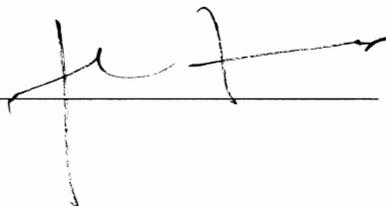
\*\*\*\*\* Submit this executed form with the bid \*\*\*\*\*

Please fill out and submit the  
"Acknowledgment of Addenda Received" form  
provided in Section C of the Specifications.

**BIDDER'S CERTIFICATION**

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained therein.

CJ Concrete Construction, Inc.  
Bidder

By 

9.28.11  
Date

**\*\*\*\* Submit this executed form with the bid \*\*\*\***

**Please fill out and submit the  
"Acknowledgment of Addenda Received" form  
provided in Section C of the Specifications.**

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: CA100033 09/16/2011 CA33

Superseded General Decision Number: CA20080033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/04/2010
5	06/25/2010
6	07/02/2010
7	07/23/2010
8	08/06/2010
9	08/13/2010
10	08/27/2010
11	09/03/2010
12	09/10/2010
13	09/24/2010
14	10/08/2010
15	12/03/2010
16	01/21/2011
17	02/18/2011
18	03/04/2011
19	04/08/2011
20	04/15/2011
21	04/29/2011
22	05/06/2011
23	05/20/2011
24	05/27/2011
25	06/03/2011
26	06/10/2011
27	07/22/2011
28	07/29/2011
29	08/05/2011
30	08/19/2011
31	09/02/2011
32	09/16/2011

ASBE0005-002 06/28/2010

Rates

Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,  
protective coverings,

coatings, and finishes to all types of mechanical systems).....\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 24.21	13.76

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ASBE0005-004 06/28/2010

	Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 18.70	8.65
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BOIL0092-003 05/01/2011

	Rates	Fringes
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BOILERMAKER.....\$ 41.26	25.27
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\* BRCA0004-007 05/01/2011

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 36.41	12.40
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\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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\* BRCA0018-004 06/01/2011

	Rates	Fringes
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MARBLE FINISHER.....\$ 27.04	9.77
TILE FINISHER.....\$ 22.37	8.30
TILE LAYER.....\$ 33.55	12.66

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BRCA0018-010 09/01/2009

	Rates	Fringes
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TERRAZZO FINISHER.....\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....\$ 33.63	10.46

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CARP0409-001 07/01/2010

	Rates	Fringes
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## CARPENTER

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer, and solar panels.	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

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CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

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CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

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CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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ELEC0011-004 07/25/2011

	Rates	Fringes
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ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 36.45	23.26
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 36.25	23.46
Technician.....	\$ 27.19	23.19

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
 TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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 \* ELEC0011-005 07/25/2011

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	11.35
Technician.....	\$ 30.23	8.85+3%

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes

for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits. Installation and termination of devices, panels, startup, testing and programming performed by the Technician.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 46.14	46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 36.85	36.85	12.36

(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.58	21.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2011

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.13	20.77
GROUP 2.....	\$ 36.91	20.77
GROUP 3.....	\$ 37.20	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 40.49	20.77
GROUP 6.....	\$ 38.91	20.77
GROUP 8.....	\$ 39.02	20.77
GROUP 9.....	\$ 40.82	20.77
GROUP 10.....	\$ 39.14	20.77
GROUP 11.....	\$ 40.94	20.77
GROUP 12.....	\$ 39.31	20.77
GROUP 13.....	\$ 39.41	20.77
GROUP 14.....	\$ 39.44	20.77
GROUP 15.....	\$ 39.52	20.77
GROUP 16.....	\$ 39.64	20.77
GROUP 17.....	\$ 39.81	20.77
GROUP 18.....	\$ 39.91	20.77
GROUP 19.....	\$ 40.02	20.77
GROUP 20.....	\$ 40.14	20.77
GROUP 21.....	\$ 40.31	20.77
GROUP 22.....	\$ 40.41	20.77
GROUP 23.....	\$ 40.52	20.77
GROUP 24.....	\$ 40.64	20.77
GROUP 25.....	\$ 40.81	20.77
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 37.48	20.77
GROUP 2.....	\$ 38.26	20.77
GROUP 3.....	\$ 38.55	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 38.91	20.77
GROUP 6.....	\$ 39.02	20.77

GROUP 7.....	\$ 39.14	20.77
GROUP 8.....	\$ 39.31	20.77
GROUP 9.....	\$ 39.48	20.77
GROUP 10.....	\$ 40.48	20.77
GROUP 11.....	\$ 41.48	20.77
GROUP 12.....	\$ 42.48	20.77
GROUP 13.....	\$ 43.48	20.77
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 37.98	20.77
GROUP 2.....	\$ 38.76	20.77
GROUP 3.....	\$ 39.05	20.77
GROUP 4.....	\$ 39.19	20.77
GROUP 5.....	\$ 39.41	20.77
GROUP 6.....	\$ 39.52	20.77
GROUP 7.....	\$ 39.64	20.77

## PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator;

Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt

loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form

traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine,

Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes load, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,

clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE  $\frac{1}{4}$  of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1,

T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

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IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-001 07/01/2011

	Rates	Fringes
Brick Tender.....	\$ 27.17	16.71

LABO0300-003 07/01/2011

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 32.20	15.98
GROUP 2.....	\$ 32.52	15.98
GROUP 3.....	\$ 32.98	15.98
GROUP 4.....	\$ 33.67	15.98
LABORER		
GROUP 1.....	\$ 26.33	16.00
GROUP 2.....	\$ 26.88	16.00
GROUP 3.....	\$ 27.43	16.00
GROUP 4.....	\$ 28.98	16.00
GROUP 5.....	\$ 29.33	16.00

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

## LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs,

gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether

core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

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LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2011

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 28.01	11.48
(2) Vehicle Operator/Hauler.	\$ 28.18	11.48
(3) Horizontal Directional Drill Operator.....	\$ 30.03	11.48
(4) Electronic Tracking Locator.....	\$ 32.03	11.48
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

\* PAIN0036-001 07/01/2011

	Rates	Fringes
Painters: (Including Lead Abatement)		

(1) Repaint (excludes San Diego County).....	\$ 26.05	10.35
(2) All Other Work.....	\$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-006 01/05/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South of Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hsy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 29.19	12.94
Remainder of Los Angeles County.....	\$ 33.22	12.94

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PAIN0036-015 01/01/2011

	Rates	Fringes
GLAZIER.....	\$ 36.90	21.78

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2010

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

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PLAS0200-009 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

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PLAS0500-002 07/16/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.75	11.45

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PLUM0016-001 07/01/2011

	Rates	Fringes
PLUMBER/PIPEFITTER		

(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 30.79	16.70
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 38.30	18.37
(3) All other work.....	\$ 39.50	19.35

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PLUM0345-001 07/01/2011

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	16.34
Sewer & Storm Drain Work....	\$ 26.82	18.18

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ROOF0036-002 08/01/2011

	Rates	Fringes
ROOFER.....	\$ 34.65	10.71

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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SFCA0669-013 04/01/2011

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.75

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SFCA0709-005 01/01/2011

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.98	23.15

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SHEE0105-002 07/01/2011

LOS ANGELES (South of a straight line between gorman and Big Pines includingg Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 25.23	8.19
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 25.23	8.19
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SHEE0105-003 07/01/2011		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 42.05	19.01
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfot....	\$ 36.16	25.20
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SHEE0105-004 07/01/2011		

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.16	25.20
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TEAM0011-002 07/01/2008		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24

GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional

when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**EXHIBIT B**

**Community Development Block Grant (CDBG) Provisions**

**EXHIBIT B****Community Development Block Grant (CDBG) Provisions**

CONTRACTOR agrees to comply with all local and State civil laws and regulations governing the funds provided under this contract, and with the following:

The Title VI of the Civil Rights Act of 1964 which prohibits discrimination, exclusion of participation, or the denial of benefits on the basis of race, color, national origin, or gender.

The Age Discrimination Act of 1975 which prohibits discrimination from participation on the basis of age.

Executive Order 11246 – Equal Employment Opportunity which requires that no person shall be discriminated against any employee or applicant for employment because of race, religion, sex, color, or national origin.

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The CONTRACTOR will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, availability to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

**SPECIAL CONDITIONS**

The CONTRACTOR agrees to comply with the requirements of Title 24 Code of Federal Regulations Part 570 of the U.S. Department of Housing and Urban Development regulations concerning Community Development Block Grant (CDBG) and all federal regulations and policies issued pursuant to these regulations. The CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**EMPLOYMENT RESTRICTIONS**

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Executive Order 11246, Davis-Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-222), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The CONTRACTOR shall maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the CITY for review upon request.

## SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause)

### Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



## BIDDER'S PROPOSAL

Company: Interlog Hyem Engineering

Total Bid: \_\_\_\_\_

**CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM  
AND  
RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)  
B2011-35**

Honorable Mayor and Members  
of the Torrance City Council  
Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

**BID SCHEDULE****(CDBG funds will be used for payment of Bid Item #2 only)**

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1,000	LF	REMOVE PCC CURB OR CURB & GUTTER (HEIGHT AND WIDTH VARIES) OUTSIDE LIMITS OF CURB ACCESS RAMP and CONSTRUCT PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH.	\$28, <sup>00</sup>	\$28,000, <sup>00</sup>
2	496	EA	REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 3.5" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB OR C&G.	\$1,800, <sup>00</sup>	\$892,800, <sup>00</sup>

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
3	5,000	SF	REMOVE EXISTING SIDEWALK AND CONSTRUCT 3.5" THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP.	\$ 4. <sup>70</sup>	\$ 23,500. <sup>00</sup>
4	453	EA	FURNISH AND INSTALL 36" X 48" DETECTABLE WARNING SURFACE PANEL AT ACCESS RAMP.	\$ 280.-	\$ 126,840. <sup>00</sup>
5	5	EA	TREE REMOVAL	\$ 800.-	\$ 4,000.-
6	1	ALW	TREE OR PLANT TRIMMING AND/OR PRUNING	\$1,500.00	\$1,500.00
7	10	EA	SIGNS REMOVALS AND RELOCATIONS	\$ 350.-	\$ 3,500.-
8	12,800	SF	REMOVE EXISTING PAVEMENT AND CONSTRUCT 4" AC PAVEMENT OVER 4" CMB.	\$ 5. <sup>40</sup>	\$ 69,120. <sup>00</sup>
9	230	LF	NEW PAINTED CURB	\$ 2. <sup>00</sup>	\$ 460. <sup>00</sup>
10	50	EA	ADJUST UTILITY COVERS TO GRADE	\$ 180. <sup>00</sup>	\$ 9,000. <sup>00</sup>
11	49	EA	SURVEY MONUMENTS	\$ 380. <sup>00</sup>	\$ 18,620. <sup>00</sup>
12	1	ALW	PAVEMENT MARKINGS REMOVAL & REPLACEMENT	\$5,000.00	\$5,000.00
13	1	ALW	CROSS GUTTER CONCRETE PATCHING	\$8,000.00	\$8,000.00
14	1	EA	MANHOLE FRAME ADJUSTMENT	\$ 450.-	\$ 450.-
15	1	LS	CONSTRUCTION SURVEY	\$10,000.	\$ 10,000.
<b>CROSS GUTTER/RAMP IMPROVEMENTS LOCATIONS</b>					
Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
16	1	LS	CONSTRUCTION SURVEY FOR CROSS GUTTER/RAMP IMPROVEMENT	\$ 7,000.-	\$ 7,000. <sup>00</sup>
17	400	SF	CERISE AVENUE AND 232ND STREET (LOC#124)	\$ 21. <sup>50</sup>	\$ 8,600. <sup>00</sup>
18	70	SF	PENNSYLVANIA AVENUE AND 233RD STREET (LOC#149)	\$ 35. <sup>00</sup>	\$ 2,450. <sup>00</sup>

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
19	880	SF	NEWTON STREET AND GLENCOE WAY (LOC#201)	\$ 21. <sup>00</sup>	\$ 18,480. <sup>00</sup>
20	880	SF	NEWTON STREET AND PITCAIRN WAY (LOC#202)	\$ 21. <sup>00</sup>	\$ 18,480. <sup>00</sup>
21	965	SF	GREEN MEADOWS AVENUE AND JANET LANE (LOC#228)	\$ 21. <sup>00</sup>	\$ 20,265. <sup>00</sup>
22	1,930	SF	GREEN MEADOWS AVENUE AND HARLEE LANE (LOC#230)	\$ 21. <sup>00</sup>	\$ 40,530. <sup>00</sup>
23	1,930	SF	HIGHGROVE AVENUE AND HARLEE LANE (LOC#231)	\$ 21. <sup>00</sup>	\$ 40,530. <sup>00</sup>
24	1,001	SF	PASEO DE PABLO AND VIA COLUSA (LOC#249)	\$ 21. <sup>00</sup>	\$ 21,021. <sup>00</sup>
25	916	SF	PASEO DE PABLO AND CALLE DE FELIPE (LOC#250)	\$ 22. <sup>00</sup>	\$ 20,152. <sup>00</sup>
26	1	LS	STORMWATER POLLUTION PREVENTION PLAN	\$ 7500. <sup>00</sup>	\$ 7500. <sup>00</sup>
27	1	LS	NPDES COMPLIANCE	\$ 5000. <sup>00</sup>	\$ 5000. <sup>00</sup>

TOTAL BID PRICE \$ 1,410,798.<sup>00</sup> ✓  
 (Figures)\*

TOTAL BID PRICE: One million four hundred ten thousand  
 (Words)\* seven hundred ninety eight & <sup>00</sup>/<sub>100</sub> only

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

B2011-35

C-3 REVISED

## B2011-35

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Interlog Hym Engineering  
Contractor

Date: 9/28/2011 By: Justin Kwon

Contractor's State License Address: 925 W. Lambert Rd Unit B

No. 948312 Brea, CA. 92821

Class A.B. Phone: 714)529-1130

**ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-35**

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1   X  

Addendum No. 2   X  

Addendum No. 3           

Addendum No. 4           

Addendum No. 5           

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

  
Bidder's Signature

  9/28/2011    
Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }  
COUNTY OF OC }

B2011-35

Justin Kwon, being first duly sworn, deposes and says:

- 1. That he is the President  
Title  
of Interlog Hym Engineering  
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11); B2011-35;

- 2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
- 3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
- 5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
- 6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

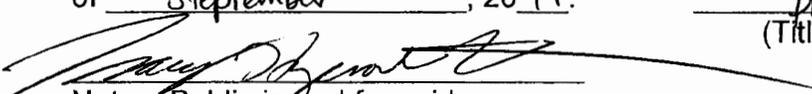
**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 20<sup>th</sup> day of September, 2011.

Subscribed and Sworn to  
before me this 20<sup>th</sup> day  
of September, 2011.

Interlog Hym Engineering  
(Contractor)  
president  
(Title)



Notary Public in and for said  
County and State.  
(Seal)



**LIST OF SUBCONTRACTORS**

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

*N/A*

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

*NO Sub*

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

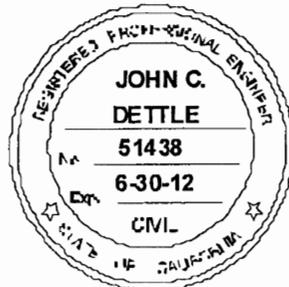
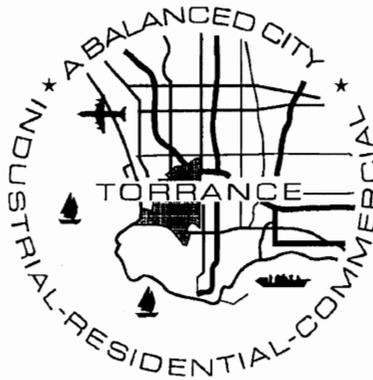
Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93  
AND  
RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)**

**B2011-35**



**John C. Dettle  
Acting City Engineer**

**August 2011**

## 2-5.3 Submittals

### 2-5.3.4 Supporting Information.

Submittals are required for the following:

- 9) Detectable Warning Surface (truncated dome) per Section 303-5.5.5

## 2-6 WORK TO BE DONE.

The Work generally consists of construction or reconstruction of access ramps, curbs, gutters, cross gutters, sidewalks and appurtenances; and root pruning as shown on Plans, and/or in these Specifications.

## 2-9 SURVEYING.



### 2-9.1 Permanent Survey Markers. Replace the entire Subsection 2-9.1 with the following:

The Contractor shall not disturb survey monuments, lot stakes (tagged), centerline ties, or benchmarks without notifying the Engineer. The Contractor shall be responsible to have a surveyor document all surveying monuments, lot stakes (tagged), centerline ties, and bench marks that may be disturbed during construction. The Contractor or its Surveyor shall file a Corner Record Form at the Los Angeles County Surveyor referencing survey monuments subject to disturbance prior to the start of construction and also prior to the completion of construction, including a location for reestablishment of disturbed monuments. Copies of the records shall be provided to the City. **Final payment will not be made until the aforementioned documentation is provided to the CITY.**

All surveying shall be done by a Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. All monuments and centerline ties shall be tied out and reset in accordance with Section 8771 (Land Surveyors Act) of the Business and Professions Code of the State of California.

The contract unit price for SURVEY MONUMENTS shall include full compensation for furnishing all labor, materials, equipments, tools and incidentals for doing all the work involved in preserving and/or constructing of the survey monuments, complete in place, and no additional compensation shall be made.

### 2-9.2 Survey Service.

All construction surveying necessary to complete the Work shown on the Plans and provided in these Contract Documents shall be accomplished by or under the direction of a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California, retained or provided by the Contractor. The CITY reserves the right to direct the Contractor to perform additional construction surveying and at no additional cost when the City determines it is required to adequately construct the Work.

The Contractor shall notify the Engineer in writing at least 2 working days prior to the actual survey. The Contractor shall provide the traffic control necessary for construction surveying. Prior to disturbing survey monuments, the Contractor shall notify the Engineer in accordance with Section 2-9.1

## PUBLIC CONTRACT CODE

### SECTION 4100-4114

4100. This chapter may be cited as the "Subletting and Subcontracting Fair Practices Act."

4101. The Legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration, and repair of public improvements often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among prime contractors and subcontractors, and lead to insolvencies, loss of wages to employees, and other evils.

4103. Nothing in this chapter limits or diminishes any rights or remedies, either legal or equitable, which:

(a) An original or substituted subcontractor may have against the prime contractor, his or her successors or assigns.

(b) The state or any county, city, body politic, or public agency may have against the prime contractor, his or her successors or assigns, including the right to take over and complete the contract.

4104. Any officer, department, board or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when

that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or

remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 3179) of Title 15 of Part 4 of Division 3 of the Civil Code.

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code.

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

4109. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

4110. A prime contractor violating any of the provisions of this

chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.

4111. Violation of this chapter by a licensee under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code constitutes grounds for disciplinary action by the Contractors State License Board, in addition to the penalties prescribed in Section 4110.

4112. The failure on the part of a contractor to comply with any provision of this chapter does not constitute a defense to the contractor in any action brought against the contractor by a subcontractor.

4113. As used in this chapter, the word "subcontractor" shall mean a contractor, within the meaning of the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, who contracts directly with the prime contractor.

"Prime contractor" shall mean the contractor who contracts directly with the awarding authority.

4114. The county board of supervisors, when it is the awarding authority, may delegate its functions under Sections 4107 and 4110 to any officer designated by the board.

The authorized officer shall make a written recommendation to the board of supervisors. The board of supervisors may adopt the recommendation without further notice or hearing, or may set the matter for a de novo hearing before the board.