

ABSTRACT: RFB 6729	OPENING DATE: JANUARY 22, 2015
SOLICITATION NO: 6729	SUPPLIES OR SERVICES: LINCOLN ACRES PREDESTRIAN RAMP – PHASE 2

OFFEROR / BIDDER	
PCI Portillo Concrete, Inc	\$ 109,697.30
New Century Construction, Inc.	\$ 118,260.00
Tri-Group Const. & Development.	\$ 122,934.00
Visionary Const. & Consulting.	\$ 141,260.00
Carolino Construction Corp.	\$ 127,394.50
Just Construction	\$ 109,219.60
M.A. Stevens Construction	\$ 114,161.30
Pal General Engineering	\$ 137,995.00
Blue Pacific Engineering & Const.	\$ 133,642.25

BIDS TO DEPARTMENT:
DATE: _____

DISTRIBUTION:
____FRONT DESK
____PCO/PS

DATE: 1/22/2015

BID CLERK: Shirley Adams
BID OFFICER: [Signature]

Received _____

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids
Received



3527 Citrus St, Lemon Grove, CA 91945

County of San Diego
Lincoln Acres Ped. Ramps
Bid # 6729 Oracle # 1018453
Thursday, January 22, 2015
2:00pm

S0101Y PURCH*15 JAN 22 PM 0145

#1

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder Portillo Concrete, Inc.
Business Address 3527 Citrus Street, Lemon Grove, CA
Place of Residence 3527 Citrus Street, Lemon Grove, CA 91945

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, ____, and ____, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	\$2,000-
2	Construction Site Management	LS	LS	LS	\$500-
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	\$700-	\$1,400-
5	Clearing and Grubbing	LS	LS	LS	\$20,000-
6	Roadway Excavation	60	CY	\$170-	\$10,200-
7	Minor Concrete (Curb and Gutter)	6	LF	\$150-	\$900-
8	Minor Concrete (Sidewalk)	1	CY	\$750-	\$750-
9	Minor Concrete (Curb Ramp) Type - A	23	CY	\$400-	\$9,200-
10	Minor Concrete (Curb Ramp) Type - B	3	CY	\$700-	\$2,100-
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	\$750-	\$7,500-
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	\$500-	\$3,500-
13	Minor Concrete (Cross Gutter)	15	CY	\$500-	\$7,500-
14	Plane Asphalt Concrete Pavement	90	SY	\$70-	\$6,300-
15	Asphalt Concrete, Type B	35	TON	\$225-	\$7,875-

Name of Bidder PORTILLO CONCRETE INC.

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	\$165-	\$825-
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	\$5.50	\$440-
18	Paint Traffic Stripe (2-Coat)	360	LF	\$0.95	\$342-
19	Preformed Thermoplastic Pavement Marking	710	SF	\$14-	\$9,230-
20	Paint Red Curb	23	LF	\$1.10	\$25.30
21	Temporary Concrete Washout (Portable)	LS	LS	LS	\$500-
22	Temporary Fiber Rolls	300	LF	\$4-	\$1,200-
23	Temporary Gravel Bags	500	EA	\$5-	\$2,500-
24	Temporary Curb Inlet Filter Roll	100	LF	\$5-	\$500-
25	Erosion Control (Type D)	100	SY	\$12-	\$1,200-
26	Traffic Control	LS	LS	LS	\$5,000-
27	Field Orders	5,000	DLR	1.00	5,000.00
				TOTAL BID	\$109,697.30

Name of Bidder PORTILLO CONCRETE INC.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss.
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) MARIO PORTILLO, being first duly sworn, deposes and says that he or she is (Title) PRESIDENT of (Company) PORTILLO CONCRETE 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 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 
DATE 1/19/15

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On 1/20/15 before me, Cyndi Beilman, Notary Public, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Mario Portillo

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public Cyndi Beilman

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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: 137

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Mano Portello
Title: President/CEO
Company/Organization: Portello Concrete, Inc.

Signature: 
Date: 1-19-15

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

Name of Bidder PORTILLLO CONCRETE INC.

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
Hydrosprout, Inc.	1000005171	mark@hydrosprout.com

CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:							
<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input checked="" type="checkbox"/>	TEAMSTER - Grp 3
<input type="checkbox"/>	TILE WORKERS	X Hyrdoseed/Erosion Control					

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
Statewide Stripes, Inc.		brent@statewidestripes.com

CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:							
<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input checked="" type="checkbox"/>	LABORERS (Striping/Slurry Seal)	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:							
<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: PORTILLO CONCRETE INC. MARIO PORTILLO PRES/CEO

Address and Zip Code: 3527 CITRUS ST, LEMON GROVE, CA 91945

Project Name: Lincoln Acres Pedestrian Ramps

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No () (If answer is yes, identify the most recent contract) oracle # 1016316
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No () (If answer is yes, identify the most recent contract) 1016316
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No () None Required () Central Ave. Drainage Improve.
- 4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein

PORTILLO CONCRETE INC.

COMPANY NAME/LEGAL NAME

MARIO PORTILLO

PRINT OR TYPE NAME OF BIDDER



SIGNATURE OF BIDDER

1/19/15

DATE

PRESIDENT/CEO

TITLE

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

FOR: LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

Accompanying this proposal is Bidders Bond

(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Portillo Concrete, Inc.
Mario Portillo, President/CEO
Tina Portillo, Secretary/CEO

Licensed in accordance with an act providing for the registration of Contractors,

License No. 680144 Classification (s) A, B, C8 Exp. Date 10-31-16

Warning – If an addendum or addenda have been issued by the County and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

SIGN _____
(Legal Name of Bidder)
HERE by Mario Portillo (SEAL)
(Signature)
(President/CEO)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 3527 Citrus St., Lemon Grove, CA 91945

Telephone (619) 466-4639 Fax (619) 466-4685

E-Mail address mportillo@portilloconcreteinc.com

Dated January 19, 20 15, at San Diego California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Portillo Concrete, Inc. as Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the County of San Diego a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of ten percent of total amount bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on Jan. 22, 2015 for DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 13th day of January, A.D. 2015.

The Ohio Casualty Insurance Company (SEAL)  (SEAL) Portillo Concrete, Inc. (SEAL) 
(SEAL) Cyndi Beilman, Attorney-in-Fact (SEAL) _____
(SEAL) _____ (SEAL) _____
Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
COUNTY OF _____) ss
On this _____ day of _____ In the year 20_____ before me

_____ a notary public in and for said County and State personally appeared _____ known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____ the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach a certified copy of Power of Attorney.

** SEE ATTACHED ACKNOWLEDGMENT **

Notary Public In and for the County of _____
State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On January 13, 2015 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)

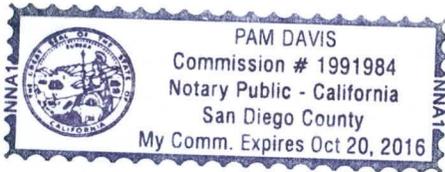
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Pam Davis
Signature of Notary Public Pam Davis



Place Notary Seal 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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6777835

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Wright; Cyndi Beilman; Dana Michaelis

all of the city of La Mesa, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of November, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of January, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: Portillo Concrete, Inc.
Address: 3527 Citrus St., Lemon Grove, CA 91945
Project Title: Lincoln Acres Ped. Ramps Number: 6729

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: Mario Portillo
Title of Officer: Mario Portillo, President/CEO
Date: 1-19-15

SECTION 3 – FORM B
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address: <i>Portillo Concrete, Inc. 3527 Citrus St. Lemon Grove, CA .91945</i>	2. County Contract No.: <i>1018453</i>	3. Dollar Amount of Contract: <i>\$ 109,697.30</i>
	4. Contact Person: <i>Mario Portillo</i>	5. Phone (include area code): <i>619-466-4639</i>
	6. Reporting Period: <i>1-22-15</i>	7. Date Report Submitted: <i>1-22-15</i>
8. Project Name: <i>Lincoln Acres Ped. Ramps</i>	9. HUD No. (HCD use):	
10. Person Completing Form (if different from item 4 above): <i>Teresa Jones</i>	11. Phone (if different from item 5 above): <i>same as above</i>	12. Email: <i>mportillo@portilloconcrete unc.com</i>

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals	<i>1</i>	<i>1</i>	<i>0</i>	<i>0</i>
Technicians				
Office/Clerical	<i>1</i>	<i>1</i>	<i>0</i>	<i>0</i>
Construction by Trade (List)				
Trade: <i>Laborer</i>	<i>4</i>	<i>4</i>	<i>0</i>	<i>0</i>
Trade: <i>Cement Mason</i>	<i>4</i>	<i>4</i>	<i>0</i>	<i>0</i>
Trade: <i>Operator</i>	<i>2</i>	<i>2</i>	<i>0</i>	<i>0</i>
Trade:				
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

SECTION 3 – FORM D
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: <i>Portillo Concrete Inc. 3527 Citrus St Lemon Grove, CA 91945</i>	2. Contractor License Number: <i>680144</i>	3. County Contract Number: <i>1018453</i>
	4. Dollar Amount of Contract: <i>\$109,697.30</i>	5. Reporting Period: <i>1-22-15</i>
	6. Project Name: <i>Lincoln Acres Ped Ramps</i>	7. HUD No. (HCD use):
8.a. Contact Person: <i>Marco Portillo</i>	8.b. Phone (include area code): <i>619-466-4639</i>	8.c. Email: <i>mportillo@portilloconcrete.com</i>
9. Person Completing Form (if different from item 8.a. above): <i>Teresa Jones</i>	9.b. Phone (if different from item 8.b. above): <i>Same as above</i>	9.c. Email (if different from 8.c. above): <i>tjones@portilloconcrete.com</i>

Type of Business:

Corporation
 Sole Proprietorship

Partnership
Joint Venture

Partnership
 Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS?

YES

NO

Qualifying Basis:

- 51 percent owned by Section 3 resident*; or
- Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
- Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

Marco Portillo

Signature

Marco Portillo

Print Name

Pres/CEO

Title

1-19-15

Date

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address: <i>Portillo Concrete Inc. 3527 Citrus St. Lemon Grove, CA 91945</i>	2. Contractor License Number: <i>680144</i>	3. County Contract Number: <i>1018543</i>
	4. Dollar Amount of Contract: <i>\$109,697.30</i>	5. Reporting Period: <i>1-22-15</i>
	6. Project Name: <i>Lincoln Acres Ped Ramps</i>	7. HUD No. (HCD use):
8.a. Contact Person: <i>Mario Portillo</i>	8.b. Phone (include area code): <i>619-466-4639</i>	8.c. Email: <i>mportillo@portilloconcrete inc.com</i>

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

- What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer)
NONE
- Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification)
- Number of persons in your household?
- What is the total combined annual income of all members of your household?

Name (Print): _____
Address of Household: _____
Telephone Number: _____
Email Address: _____

Employee's Signature

Date

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

DATE: 1-19-15

ORACLE PROJECT NO. 1018543

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: Lincoln Acres Pedestrian Ramps

BIDDER/OFFEROR: Portillo Concrete Inc. BIDDER/OFFEROR'S REPRESENTATIVE: Mario Portello

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
	N/A	N/A	N/A
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

CALCULATION		ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE and goal information sections to determine if goal required for this solicitation
	_____ x 100 = _____%	

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant <i>Portillo Concrete, Inc.</i>	Date <i>1-19-15</i>
Signature of Authorized Certifying Official <i>Man Portillo</i>	Title <i>Pres/CEO</i>

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: Lincoln Acres Pedestrian Ramps

Oracle Project No. : 1018543

Bid/Offer No.: 6729

Bid/Offer Date: 1-22-2015

Name of Contractor/Firm Submitting Bid/Offer:

Portillo Concrete, Inc.

Please check off the following to insure you have included them in your documentation:

Documentation of "Good Faith Effort" (3 pages, including this page)

Attachment of any additional supporting documentation

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. N/A	N/A	N/A
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:
Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or offers. (2) Item of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids/offers not accepted, (4) subcontractors and/or vendors who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder/offeror not accepting the DVBE's bid/offer. Use additional sheets if necessary.

DVBE Name, Address and Phone No. (1)	Item of Work, Supplies or Services (2)	DVBE Bid/Offer Amount (3)	Name of Subcontractor/ Vendor to be used (4)	Bid/Offer Amount Accepted (5)	Reason DVBE Bid/Offer Not Accepted (6)
N/A	N/A	N/A	N/A	N/A	N/A

Next

Bid

New Century Construction, Inc.

9119 Emerald Grove Avenue

Lakeside, CA 92040

License # 614517 A, B

NO BIDDING 15 JAN 22 100145

#2

County of San Diego
Dept. of Purchasing : Contracts
5560 Overland Ave. # 270
San Diego, Ca 92123

SEALED BID FOR: LINCOLN ACRES PEDESTRIAN RAMPS

RFB 6729

ORACLE NO. 1018453

BID DATE
1/22/15
2:00

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder NEW CENTURY CONSTRUCTION, INC.
Business Address 9119 EMERALD GROVE AVE. LAKESIDE, CA 92040
Place of Residence LAKESIDE CA

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder NEW CENTURY CONSTRUCTION, INC.

Business Address 9119 EMERALD GROVE AVE. LAKEVIEW, CA 92040

Place of Residence LAKEVIEW, CA

LOCATION

The work to be performed under this Contract is located in the vicinity of Fallbrook, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. ____, ____, and ____, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

*SEE
ADDENDUM 1*

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	500.-
2	Construction Site Management	LS	LS	LS	1,200.-
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	800.-	1,600.-
5	Clearing and Grubbing	LS	LS	LS	8,000.-
6	Roadway Excavation	60	CY	100.-	6,000.-
7	Minor Concrete (Curb and Gutter)	6	LF	50.-	300.-
8	Minor Concrete (Sidewalk)	1	CY	800.-	800.-
9	Minor Concrete (Curb Ramp) Type - A	23	CY	900.-	20,700.-
10	Minor Concrete (Curb Ramp) Type - B	3	CY	900.-	2,700.-
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	900.-	9,000.-
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	900.-	6,300.-
13	Minor Concrete (Cross Gutter)	15	CY	750.-	11,250.-
14	Plane Asphalt Concrete Pavement	90	SY	20.-	4 ⁵ 1,800 - 1,800.-
15	Asphalt Concrete, Type B	35	TON	450.-	15,750.-

Name of Bidder New Century Construction, Inc.

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	200.-	1,000.-
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	7.-	560.-
18	Paint Traffic Stripe (2-Coat)	360	LF	1.15	414.-
19	Preformed Thermoplastic Pavement Marking	710	SF	14.-	9,940.-
20	Paint Red Curb	23	LF	2.-	46.-
21	Temporary Concrete Washout (Portable)	LS	LS	LS	2,000.-
22	Temporary Fiber Rolls	300	LF	3.-	900.-
23	Temporary Gravel Bags	500	EA	3.-	1,500.-
24	Temporary Curb Inlet Filter Roll	100	LF	5.-	500.-
25	Erosion Control (Type D)	100	SY	10.-	1,000.-
26	Traffic Control	LS	LS	LS	7,000.-
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					118,260.-

New Century Construction, Inc.

Name of Bidder _____

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

- 3.1.** Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or a manufacturer with 100 or fewer employees? Yes No
- 3.2.** Are you a local business with a physical address within the County of San Diego? Yes No
- 3.3.** Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: 20737
See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- 3.4.** Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1.** Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2.** Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3** Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4** Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5** Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6** Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7** Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

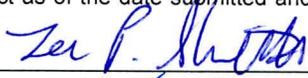
By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1.** The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 6.2.** Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
- 6.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- 7.** The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: LEE P. SHELLBERG, II

Signature: 

Title: PRESIDENT

Date: 1-22-15

Company/Organization: NEW CENTURY CONSTRUCTION, INC.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>
NEW CENTURY CONSTRUCTION, INC	working on it	newcenturyconstruction@yahoo.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input checked="" type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input checked="" type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input checked="" type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>
STATEWIDE STRIPES	1000001334	matt@statewidestripes.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input checked="" type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input checked="" type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: NEW CENTURY CONSTRUCTION, INC. / LEE P. SHULBERG, II
PRESIDENT

Address and Zip Code: 9119 EMERALD GROVE AVE., LAKESIDE, CA 92040

Project Name: LINCOLN ACRES PED RAMPS

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No () (If answer is yes, identify the most recent contract) BRIDGE PMP
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No () (If answer is yes, identify the most recent contract) BRIDGE PMP
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No () None Required ()
- 4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

NEW CENTURY CONST. INC.
COMPANY NAME/LEGAL NAME


SIGNATURE OF BIDDER

1-22-15
DATE

LEE P. SHERBERG, II
PRINT OR TYPE NAME OF BIDDER

PRESIDENT
TITLE

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

FOR: LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

Accompanying this proposal is BIDDERS BOND

(NOTICE: Insert the words "cash (\$ 1090)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

NEW CENTURY CONST., INC.
LEE P. SHELBERG II PRESIDENT
(HOLDS ALL OFFICES)

Licensed in accordance with an act providing for the registration of Contractors,

License No. 614517 Classification (s) A B Exp. Date 9-30-16

Warning – If an addendum or addenda have been issued by the County and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

SIGN
HERE
(NEW CENTURY CONSTRUCTION, INC.
(Legal Name of Bidder
(
(by Lee P. Shelberg II (SEAL)
(Signature
(
(
(

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 9119 EMERALD GROVE AVE. LAKESIDE, CA 92040

Telephone 619, 390-3300 Fax 619 390 3311

E-Mail address NewCenturyConstruction@yahoo.com

Dated JAN 22, 20 15, at LAKESIDE California

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On January 15, 2015 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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  (Seal)
Karen L. Ritto



SureTec Insurance Company

Bond No. NEWCE-372

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Andrew Waterbury

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

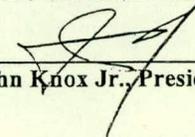
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

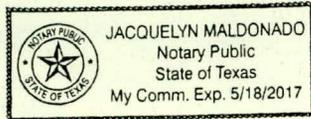
SURETEC INSURANCE COMPANY

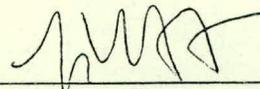
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

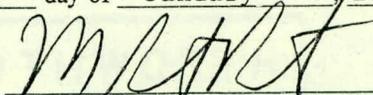
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January, 2015, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



NEW CENTURY CONSTRUCTION, INC.
9119 Emerald Grove Ave.
Lakeside, CA 92040
Phone: 619-390-3300
Fax: 619-390-3311

January 22, 2014
County of San Diego
Re: Lincoln Acres Pedestrian Ramps
No. RFB 6729/Oracle Project No. 1018453

Out Reach Plan

If awarded this contract New Century Construction, Inc. will take the following Good Faith Efforts to fulfill the requirements of section 3 participants. Our out reach plan includes, advertisement in the local trade publications (Construction Up-Date) and we will contact the following agencies:

- Unemployment Office
- State of California S. Metro Career Center – 4389 Imperial Ave., San Diego, CA 92113
- Youthbuild Office San Diego County– 6160 Mission Gorge Rd, #204, San Diego, CA 92120/619-876-4222
- Regional Occupational Program – 181 Fletcher Parkway, El Cajon, CA 92020
619-579-8323
- East County Career Center – 924 E. Main St., El Cajon, CA 92021
- San Diego Job Corps Center – 1325 Iris Ave., Imperial Beach, CA 91932
619-429-8500
- Skills Centers of America – 6275 University Ave., San Diego, CA 92115
619-286-6001

These steps will be taken if and when necessary to fill any vacancies in our crews.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lee P. Shellberg II". The signature is fluid and cursive, written over a white background.

Lee P. Shellberg II
President

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: NEW CENTURY CONSTRUCTION, INC.
Address: 9119 EMERALD GROVE AVE. LAKESIDE, CA 92040
Project Title: LINCOLN ACRES PED RAMPS Number: RFB 6729

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: 
Title of Officer: PRESIDENT
Date: 1-22-15

SECTION 3 – FORM B
 (SUBMIT WITH BID)
 CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 3989 RUFFIN ROAD
 SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address: NEW CENTURY CONST, Inc 9119 EMERALD GROVE AVE LAKESIDE, CA 92040	2. County Contract No.: RFB 6729	3. Dollar Amount of Contract: 818,200
	4. Contact Person: LEE SNEUBERG	5. Phone (include area code): 619-390-3300
	6. Reporting Period:	7. Date Report Submitted:
8. Project Name: LINCOLN ACRES PED Ramps		9. HUD No. (HCD use):
10. Person Completing Form (if different from item 4 above):	11. Phone (if different from item 5 above):	12. Email: newcentury construction@yahoo.com

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade: LABORERS	4	4	0	None at this time
Trade: OP. ENG	2	2	0	
Trade: CEMENT MAJON	2	2	0	
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

**SECTION 3 – FORM D
CONTRACTOR**

**COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815**

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: NEW CENTURY CONST., Inc. 9119 EMERALD GROVE AVE. LAKESIDE, CA 92040	2. Contractor License Number: 64517	3. County Contract Number: RFB 6729
	4. Dollar Amount of Contract: 118,260	5. Reporting Period:
	6. Project Name: LINCOLN ACRES PED Ramp	7. HUD No. (HCD use):
8.a. Contact Person: LEE SHELBERG	8.b. Phone (include area code): 619-390-3300	8.c. Email: newcenturyconstruction@yahoo.com
9. Person Completing Form (if different from item 8.a. above):	9.b. Phone (if different from item 8.b. above):	9.c. Email (if different from 8.c. above):

Type of Business:

- Corporation Partnership
 Sole Proprietorship Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS?

- YES NO

Qualifying Basis:

- 51 percent owned by Section 3 resident*; or
- Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
- Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

Lee P. Shelberg LEE P. SHELBERG, II PRESIDENT 1-22-15
 Signature Print Name Title Date

***Section 3 Resident:** Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address: NEW CENTURY CONST. INC. 9119 EMERALD GROVE AVE. LAJES VILLAGE, CA 92040	2. Contractor License Number: 614517	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCD use):
8.a. Contact Person: LEE SHEUBERG	8.b. Phone (include area code): 619-390-3300	8.c. Email: newcenturyconstruction@yahoo.com

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

- | | |
|--|---|
| 1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer) | 3. Number of persons in your household? |
| _____ | _____ |
| 2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification) | 4. What is the total combined annual income of all members of your household? |
| | _____ |

None at this time

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature _____ Date _____

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

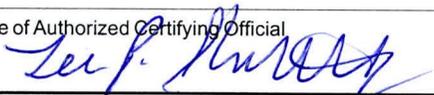
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant New Century Construction, Inc.		Date 1/22/15
Signature of Authorized Certifying Official 	Title PRESIDENT	

DATE: 1,22,15

ORACLE PROJECT NO. 1018453

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: LINCOLN ACRES PEDESTRIAN Ramp

BIDDER/OFFEROR: NEW CENTURY CONST. BIDDER/OFFEROR'S REPRESENTATIVE: LEE SMELBERG

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
		N/A Project under 500,000	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

	CALCULATION	ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\text{_____} \times 100 = \text{_____} \%$	3% *See DVBE and goal information sections to determine if goal required for this solicitation

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: LINCOLN AVENUE PED BRIDGE

Oracle Project No. : 1018453

Bid/Offer No.: RFB 6729

Bid/Offer Date: _____

Name of Contractor/Firm Submitting Bid/Offer:

NEW CENTURY CONST, INC.

Please check off the following to insure you have included them in your documentation:

___ Documentation of "Good Faith Effort" (3 pages, including this page)

___ Attachment of any additional supporting documentation

N/A
Project under \$500,000

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.	N/A	
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:

Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

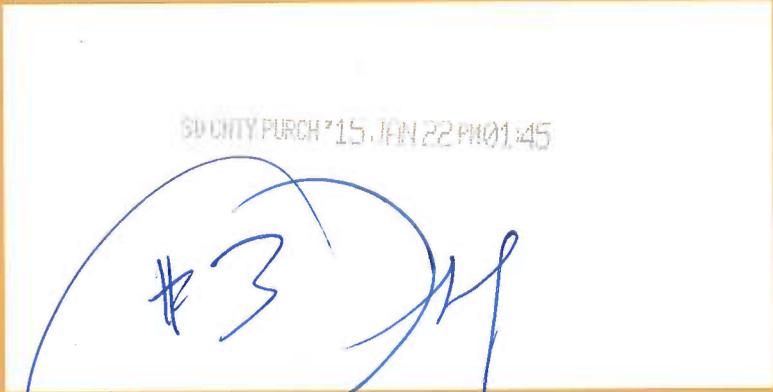
Next

Bid

BIDDER

HC No. 792159 "A"

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.
9580 BLACK MOUNTAIN RD, STE L
SAN DIEGO, CA 92126



LINCOLN ACRES PEDESTRIAN
PUMPS

PROJECT NO. 1018453

BID NO. : RF3 6729

BID DATE, 01-22-15 2PM

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.

Name of Bidder _____ 9580 BLACK MOUNTAIN RD, STE L _____

Business Address _____ SAN DIEGO, CA 92126 _____

Place of Residence SAN DIEGO, CA _____

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	10,000
2	Construction Site Management	LS	LS	LS	10,000
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	250	500
5	Clearing and Grubbing	LS	LS	LS	21,250
6	Roadway Excavation	60	CY	80	4,800
7	Minor Concrete (Curb and Gutter)	6	LF	98	588
8	Minor Concrete (Sidewalk)	1	CY	998	998
9	Minor Concrete (Curb Ramp) Type - A	23	CY	500	11,500
10	Minor Concrete (Curb Ramp) Type - B	3	CY	500	1,500
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	500	5,000
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	500	3,500
13	Minor Concrete (Cross Gutter)	15	CY	500	7,500
14	Plane Asphalt Concrete Pavement	90	SY	16	1,440
15	Asphalt Concrete, Type B	35	TON	200	7,000

TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.

Name of Bidder _____

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	150	750
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	5	400
18	Paint Traffic Stripe (2-Coat)	360	LF	1	360
19	Preformed Thermoplastic Pavement Marking	710	SF	14	9,940
20	Paint Red Curb	23	LF	10	230
21	Temporary Concrete Washout (Portable)	LS	LS	LS	6,000
22	Temporary Fiber Rolls	300	LF	1.35	405
23	Temporary Gravel Bags	500	EA	1.35	675
24	Temporary Curb Inlet Filter Roll	100	LF	2	200
25	Erosion Control (Type D)	100	SY	9	900
26	Traffic Control	LS	LS	LS	10,000
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					122,936

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.

Name of Bidder _____

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

County of San Diego
 Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
 Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
 100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 Small Business Enterprise (SBE)
 Certification #: _____

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: HANI DSSI
 Title: SECR. of COMP.
 Company/Organization: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

Signature: _____
 Date: 01-22-15

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

**TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.**

Name of Bidder _____

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>
Tri Group Construction	1000004777	trigroupconst@aol.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input checked="" type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input checked="" type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input checked="" type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>
Statewide Stripes Inc.	1000001334	matt@statewidestripes.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input checked="" type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input checked="" type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: _____

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.
9580 BLACK MOUNTAIN RD, STE L
SAN DIEGO, CA 92126

Address and Zip Code: _____

Project Name: _____

LINCOLN ACRES POSTMAN PUMPS
1018453

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No (If answer is yes, identify the most recent contract) 25 to Renaissance
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No (If answer is yes, identify the most recent contract) _____
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No None Required
- 4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.
COMPANY NAME/LEGAL NAME

 **HANI ASSI** 01/22/15
SIGNATURE OF BIDDER DATE

HANI ASSI
PRINT OR TYPE NAME OF BIDDER

SECRETARY OF CORPORATION
TITLE

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

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we... TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.
.....
as Principal,
and... NORTH AMERICAN SPECIALTY INSURANCE COMPANY
.....
as Surety, are held and firmly bound unto the ... COUNTY OF SAN DIEGO
..... a
political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF
THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work
described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of... TEN PERCENT OF GREATER AMOUNT BID
.....

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction
specifically described as follows, for which bids are to be opened on JANUARY 22, 2015 for
DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the
opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified
therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a
written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the
County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law,
then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs
incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 22ND day of JANUARY A.D. 2015..

NORTH AMERICAN SPECIALTY INSURANCE COMPANY (SEAL) TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.
BY: (SEAL) [Signature] (SEAL) BY: [Signature]
(SEAL) MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL) HANI ASSI, SECRETARY
(Surety Principal)

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
COUNTY OF) ss
On this day of in the year 20..... before
me

..... a notary public in and for said County and State personally
appeared known to me (or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto
as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for
Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach
a certified copy of Power of Attorney.
Notary Public In and for the County of
..... State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 1/22/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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 *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDIA J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



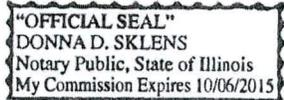
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of JANUARY, 2015.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.
Address: 9580 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126
Project Title: LINCOLN ACRES PROESTMAN RAMP Number: 101845-3

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer:  HANI ASSI
Title of Officer: SECRETARY OF CORPORATION
Date: 01/22/2015

SECTION 3 – FORM B
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. 9580 BLACK MOUNTAIN RD, STE SAN DIEGO, CA 92126	2. County Contract No.: 1018453	3. Dollar Amount of Contract: \$122,936
	4. Contact Person: HANI ASSI	5. Phone (include area code): 619-689-058
	6. Reporting Period: 01-01-14 to 01-01-15	7. Date Report Submitted: 01-22-15
8. Project Name: LINCOLN PARK PSD. PUMP		9. HUD No. (HCD use):
10. Person Completing Form (if different from item 4 above):	11. Phone (if different from item 5 above):	12. Email: tri group const@aol.com

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals	1	2	0	0
Technicians	1	1	0	0
Office/Clerical	1	1	0	0
Construction by Trade (List)				
Trade: LABORER	5	6	0	0
Trade: CEM. MASON	3	4	0	0
Trade: OPERATOR	1	2	0	0
Trade: DRIVER	1	2	0	0
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

SECTION 3 – FORM D
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. 9580 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126	2. Contractor License Number: 792159	3. County Contract Number: 1018453
	4. Dollar Amount of Contract: \$ 122,936	5. Reporting Period: 01-01-14 → 01-01-15
	6. Project Name: LINCOLN ACRES PANS	7. HUD No. (HCD use):
8.a. Contact Person: HANI ASSI	8.b. Phone (include area code): 656-683-2058	8.c. Email: tri.group.constr@comcast.com
9. Person Completing Form (if different from item 8.a. above):	9.b. Phone (if different from item 8.b. above):	9.c. Email (if different from 8.c. above):

Type of Business:

- Corporation
 Sole Proprietorship

- Partnership
 Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS?

- YES NO

Qualifying Basis:

- 51 percent owned by Section 3 resident*; or
- Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
- Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is ^{NOT} a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

HANI ASSI

Signature



Print Name

SECRETARY OF CORPORATION

Title

Date

01/22/15

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

N/A

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCD use):
	8.a. Contact Person:	8.b. Phone (include area code):
		8.c. Email:

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer)

3. Number of persons in your household?

2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification)

4. What is the total combined annual income of all members of your household?

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature Date

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	<p style="text-align: center;">TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.</p>	<p style="text-align: center;">HANI ASSI</p>	<p>Date <i>0/22/15</i></p>
<p>Signature of Authorized Certifying Official</p> 	<p style="text-align: center;">Title SECRETARY OF CORPORATION</p>		

DATE: 01-22-15

ORACLE PROJECT NO. 1019453

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: LINCOLN ACRES RECREATION CAMPS

BIDDER/OFFEROR: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

BIDDER/OFFEROR'S REPRESENTATIVE: HANI ASSI

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ <u>0</u>

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

ESTABLISHED GOAL

CALCULATION

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$		3% *See DVBE and goal information sections to determine if goal required for this solicitation
	$\frac{0}{122,936} \times 100 = 0\%$		

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

N/A

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: _____

Oracle Project No. : _____

Bid/Offer No.: _____

Bid/Offer Date: _____

Name of Contractor/Firm Submitting Bid/Offer:

N/A

Please check off the following to insure you have included them in your documentation:

___ Documentation of "Good Faith Effort" (3 pages, including this page)

___ Attachment of any additional supporting documentation

N/A

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:
Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

January 12, 2015

ADDENDUM No. 1

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE PROJECT NO. 1018453 – (RFB 6729)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete Page 2-2 in Part 2 and replace with Page 2-2 (Addendum 1).
2. Delete Pages 2-7a to 2-7b in Part 2 and replace with Pages 2-7a (Addendum 1) to 2-7b (Addendum 1).
3. Delete Pages 4-31 to 4-59 in Part 4 and replace with Pages 4-31 (Addendum 1) to 4-59 (Addendum 1).

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

ATTACHMENTS:

1. Page 2-2 (Addendum 1)
2. Pages 2-7a (Addendum 1) to 2-7b (Addendum 1)
3. Pages 4-31 (Addendum 1) to 4-59 (Addendum 1)



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

January 16, 2015

ADDENDUM No. 2

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE PROJECT NO. 1018453 – (RFB 6729)

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete Pages 4-31 (Addendum 1) to 4-59 (Addendum 1) in Part 4 and replace with Pages 4-31 (Addendum 2) to 4-59 (Addendum 2).

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

ATTACHMENTS:

1. Pages 4-31 (Addendum 2) to 4-59 (Addendum 2)

Next

Bid



VISIONARY
Construction and Consulting, Inc.

508 West Mission Ave., Ste. 206
Escondido, CA 92025
Lic #977027 (A & B)

90 COUNTY PURCH #15, JAN 22 11:01:47

41

County of San Diego
Purchasing and Contracting Department
5560 Overland, Suite 270
San Diego, CA 92123

**“DO NOT OPEN WITH REGULAR MAIL,
THIS IS A SEALED BID FOR THE PROJECT LISTED BELOW”**

Project: Lincoln Acres Pedestrian Ramps

RFB No.: 6729

Bid Date: Thursday, January 22, 2015

Bid Time: 2:00 PM

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder Visionary Construction & Consulting Inc.

Business Address 508 W. Mission Ave. Ste. 206, Escondido, CA 92025

Place of Residence 10277 Bell Gardens Dr. #3, Santee, CA 92071

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	\$5,600.00
2	Construction Site Management	LS	LS	LS	\$4,000.00
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	\$1,250.00	\$2,500.00
5	Clearing and Grubbing	LS	LS	LS	\$6,100.00
6	Roadway Excavation	60	CY	\$200.00	\$12,000.00
7	Minor Concrete (Curb and Gutter)	6	LF	\$260.00	\$1,560.00
8	Minor Concrete (Sidewalk)	1	CY	\$1,400.00	\$1,400.00
9	Minor Concrete (Curb Ramp) Type - A	23	CY	\$600.00	\$13,800.00
10	Minor Concrete (Curb Ramp) Type - B	3	CY	\$1,000.00	\$3,000.00
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	\$600.00	\$6,000.00
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	\$600.00	\$4,200.00
13	Minor Concrete (Cross Gutter)	15	CY	\$475.00	\$7,125.00
14	Plane Asphalt Concrete Pavement	90	SY	\$105.00	\$9,450.00
15	Asphalt Concrete, Type B	35	TON	\$290.00	\$10,150.00

Name of Bidder Visionary Construction & Consulting Inc.

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	\$200.00	\$1,000.00
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	\$42.00	\$3,360.00
18	Paint Traffic Stripe (2-Coat)	360	LF	\$16.00	\$5,760.00
19	Preformed Thermoplastic Pavement Marking	710	SF	\$8.00	\$5,680.00
20	Paint Red Curb	23	LF	\$25.00	\$575.00
21	Temporary Concrete Washout (Portable)	LS	LS	LS	\$1,250.00
22	Temporary Fiber Rolls	300	LF	\$5.50	\$1,650.00
23	Temporary Gravel Bags	500	EA	\$5.00	\$2,500.00
24	Temporary Curb Inlet Filter Roll	100	LF	\$37.00	\$3,700.00
25	Erosion Control (Type D)	100	SY	\$41.00	\$4,100.00
26	Traffic Control	LS	LS	LS	\$7,300.00
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					\$141,260.00

One Hundred Forty One Thousand Two Hundred Sixty Dollars & Zero Cents

Name of Bidder Visionary Construction & Consulting Inc.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

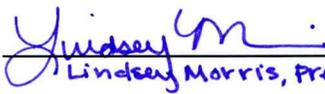
1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss.
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) Lindsey Morris, being first duly sworn, deposes and says that he or she is (Title) President of (Company) Visionary Construction & Consulting 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 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 
Lindsey Morris, President

DATE 1/22/15

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____

Small Business Enterprise (SBE)
Certification #: 1745957

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 90 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

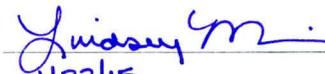
CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Lindsay Morris

Title: President

Company/Organization: Visionary Construction & Consulting Inc.

Signature: 

Date: 1/22/15

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

Name of Bidder Visionary Construction
& Consulting Inc.

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
Straight Line Striping	TBD	N/A

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input checked="" type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: Visionary Construction & Consulting Inc. Lindsey Morris - President

Address and Zip Code: 508 W. Mission Ave. Ste. 206, Escondido, CA 92025

Project Name: Lincoln Acres Pedestrian Ramps

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

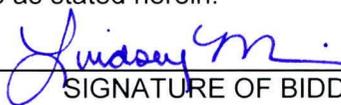
- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No (X) (If answer is yes, identify the most recent contract) _____
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes () No () (If answer is yes, identify the most recent contract) _____
N/A
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes () No () None Required (X)
- 4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

<u>Visionary Construction & Consulting Inc.</u>		<u>1/22/15</u>
COMPANY NAME/LEGAL NAME	SIGNATURE OF BIDDER	DATE
<u>Lindsey Morris</u>	<u>President</u>	
PRINT OR TYPE NAME OF BIDDER	TITLE	

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

FOR: LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

Accompanying this proposal is bidder's bond

(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Visionary Construction & Consulting Inc.
Lindsey Morris - President, Secretary, Treasurer & Manager

Licensed in accordance with an act providing for the registration of Contractors,

License No. 977027 Classification (s) A & B Exp. Date 9/30/16

Warning – If an addendum or addenda have been issued by the County and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

SIGN (Visionary Construction & Consulting Inc.
(Legal Name of Bidder
(
HERE (by Lindsey M. (SEAL)
(Signature
(
(
(

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 508 W. Mission Ave. Ste. 206, Escondido, CA 92025

Telephone (760) 743-3581 Fax (760) 743-3589

E-Mail address Lindsey@visionarycc.com

Dated January 22, 20 15, at San Diego California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we..... Visionary Construction & Consulting, Inc. as Principal, and..... Contractors Bonding and Insurance Company as Surety, are held and firmly bound unto the County of San Diego a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of ten percent of total amount bid.....

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on Jan. 22, 2015 for DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 15th day of January..... A.D. 2015.....

(SEAL) Contractors Bonding and Insurance Company (SEAL) Visionary Construction & Consulting, Inc.
(SEAL) *[Signature]* (SEAL) *[Signature]*
(SEAL) Cyndi Beilman, Attorney-in-Fact (SEAL) *Lindsey Morris, President*
(SEAL) Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
COUNTY OF) ss
On this day of in the year 20..... before me

..... a notary public in and for said County and State personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for Surety must be properly acknowledged. (b) The Attorney-in-fact must attach a certified copy of Power of Attorney. ** SEE ATTACHED ACKNOWLEDGMENT ** Notary Public In and for the County of State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On January 15, 2015 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)

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 *Pam Davis*
Signature of Notary Public Pam Davis



Place Notary Seal 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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dana Michaelis, Cyndi Beilman, Anne Wright, jointly or severally

in the City of La Mesa, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of October, 2014.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15th, day of January, 2015

On this 30th day of October, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

SECTION 3 – FORM A
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: Visionary Construction & Consulting Inc.

Address: 508 W. Mission Ave. Ste. 206, Escondido, CA 92025

Project Title: Lincoln Acres Pedestrian Ramps Number: 6729

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: Lindsey M.

Title of Officer: Lindsey Morris, President

Date: 1/22/15

SECTION 3 – FORM B
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address: Visionary Construction & Consulting Inc. 508 W. Mission Ave. Ste. 206 Escondido, CA 92025	2. County Contract No.: 6729	3. Dollar Amount of Contract: TBD
	4. Contact Person: Lindsey Morris	5. Phone (include area code): (760) 743-3581
	6. Reporting Period: 1/22/15	7. Date Report Submitted: 1/22/15
8. Project Name: Lincoln Acres Pedestrian Ramps		9. HUD No. (HCD use):
10. Person Completing Form (if different from item 4 above): N/A	11. Phone (if different from item 5 above): N/A	12. Email: Lindsey@visionarycc.com

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade: Carpenter	3	2	1	1
Trade: Laborer	2	1	1	1
Trade:				
Trade:				
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: Visionary Construction & Consulting Inc. <i>508 W. Mission Ave. Ste. 206 Escondido, CA 92025</i>	2. Contractor License Number: <i>977027</i>	3. County Contract Number: <i>6729</i>
	4. Dollar Amount of Contract: <i>TBD</i>	5. Reporting Period: <i>1/22/15</i>
	6. Project Name: <i>Lincoln Acres Pk. Ramps</i>	7. HUD No. (HCD use):
8.a. Contact Person: <i>Lindsey Morris</i>	8.b. Phone (include area code): <i>(760)743-3581</i>	8.c. Email: <i>Lindsey@visionarycc.com</i>
9. Person Completing Form (if different from item 8.a. above): <i>N/A</i>	9.b. Phone (if different from item 8.b. above): <i>N/A</i>	9.c. Email (if different from 8.c. above): <i>N/A</i>

Type of Business:

Corporation
Sole Proprietorship

Partnership
Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS?

YES

NO

Qualifying Basis:

- 51 percent owned by Section 3 resident*; or
- Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
- Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

Lindsey Morris
Signature

Lindsey Morris
Print Name

President
Title

1/22/15
Date

***Section 3 Resident:** Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

N/A

SECTION 3 – FORM E
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCD use):
8.a. Contact Person:	8.b. Phone (include area code):	8.c. Email:

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

- | | |
|--|---|
| 1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer) | 3. Number of persons in your household? |
| _____ | _____ |
| 2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification) | 4. What is the total combined annual income of all members of your household? |
| | _____ |

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature _____ Date _____

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

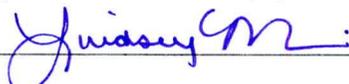
Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant Visionary Construction & Consulting Inc.	Date 1/22/15
Signature of Authorized Certifying Official 	Title Lindsay Morris, President

DATE: 1/22/15

ORACLE PROJECT NO. 1018453

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: Lincoln Acres Pedestrian Ramps

BIDDER/OFFEROR: Visionary Construction & Consulting Inc.

BIDDER/OFFEROR'S REPRESENTATIVE: Lindsey Morris

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
	None		
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$ 0

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

	CALCULATION	ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\frac{0}{\quad} \times 100 = 0\%$	3% *See DVBE and goal information sections to determine if goal required for this solicitation

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: Lincoln Acres Pedestrian Ramps

Oracle Project No. : 1018453

Bid/Offer No.: 6729

Bid/Offer Date: 1/22/15

Name of Contractor/Firm Submitting Bid/Offer:

Visionary Construction & Consulting Inc.

Please check off the following to insure you have included them in your documentation:

N/A Documentation of "Good Faith Effort" (3 pages, including this page)

N/A Attachment of any additional supporting documentation

N/A

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:

Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

Next

Bid

CAROLINO CONSTRUCTION CORP.
903 HIGHLAND AVENUE
NATIONAL CITY, CA 91950-3513
(619) 434-9200 - FAX: (619) 470-9141

SD CITY PURCH # 15 JAN 22 PM 149

#5

County of San Diego
Public Works Department
Engineering Services
5500 OVERLAND AVE
San Diego CA 92123

Project: Lincoln Acres Flood Drain Camp
ORACLE PROJECT NO. 1018453
Bid No. 6729

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder CAROLINO CONSTRUCTION CORP.
Business Address 903 HIGHLAND AVE., NATIONAL CITY, CA 91950
Place of Residence SAN DIEGO, CA

LOCATION

The work to be performed under this Contract is located in the vicinity of Fallbrook, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	1500.00
2	Construction Site Management	LS	LS	LS	6500.00
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	1000.00	2000.00
5	Clearing and Grubbing	LS	LS	LS	6500.00
6	Roadway Excavation	60	CY	250.00	15,000.00
7	Minor Concrete (Curb and Gutter)	6	LF	50.00	300.00
8	Minor Concrete (Sidewalk)	1	CY	900.00	900.00
9	Minor Concrete (Curb Ramp) Type - A	23	CY	830.00	19,090.00
10	Minor Concrete (Curb Ramp) Type - B	3	CY	920.00	2760.00
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	875.00	8,750.00
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	920.00	6440.00
13	Minor Concrete (Cross Gutter)	15	CY	600.00	9,000.00
14	Plane Asphalt Concrete Pavement	90	SY	37.00	3,330.00
15	Asphalt Concrete, Type B	35	TON	313.00	10,955.00

Name of Bidder CAROLINA CONSTRUCTION CORP.

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	200.00	1000.00
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	5.50	440.00
18	Paint Traffic Stripe (2-Coat)	360	LF	1.00	360.00
19	Preformed Thermoplastic Pavement Marking	710	SF	13.50	9,585.00
20	Paint Red Curb	23	LF	1.50	34.50
21	Temporary Concrete Washout (Portable)	LS	LS	LS	1500.00
22	Temporary Fiber Rolls	300	LF	4.00	1200.00
23	Temporary Gravel Bags	500	EA	3.50	1750.00
24	Temporary Curb Inlet Filter Roll	100	LF	5.00	500.00
25	Erosion Control (Type D)	100	SY	5.00	500.00
26	Traffic Control	LS	LS	LS	10,000.00
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					\$127,394.50

Name of Bidder CAROLINA CONSTRUCTION CORP.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss.
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) ALEX CAROLINO, JR., being first duly sworn, deposes and says that he or she is (Title) VP of (Company) CAROLINO CONST CORP. 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 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 

DATE 1/22/15

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise (DVBE)

Certification #: 45271

Small Business Enterprise (SBE)

Certification #: 45271

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

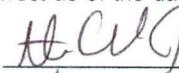
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: ALEX CAROLIN, JR.

Signature: 

Title: VP

Date: 1/22/15

Company/Organization: CAROLIN CONSTRUCTION CORP.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

Name of Bidder _____

CAROLINA CONSTRUCTION CORP.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: CARDINO CONSTRUCTION CORP.

Address and Zip Code: 903 HIGHLAND AVE., NATIONAL CITY, CA 91950

Project Name: LINCOLN ACRES PEDESTRIAN RAMP - PHASE 2

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No (✓) (If answer is yes, identify the most recent contract) _____
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes () No (✓) (If answer is yes, identify the most recent contract) _____
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes () No () None Required (✓)
- 4. If answer to item 3 is "No", please explain in detail below.

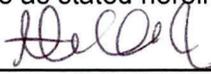
(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

CAROLINO CONSTRUCTION CORP.
COMPANY NAME/LEGAL NAME

 1/22/15
SIGNATURE OF BIDDER DATE

ALEX CAROLINO, JR.
PRINT OR TYPE NAME OF BIDDER

VP
TITLE

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

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Carolino Construction Corporation
and State National Insurance Company, Inc. administered by Contractor Managing General Insurance Agency, Inc. as Principal,
as Surety, are held and firmly bound unto the County of San Diego a
political subdivision of the State of California, hereinafter called the County, in the penal sum of **TEN PERCENT (10%) OF**
THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work
described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten percent of greatest amount bid (10% of G.A.B.)

*20335 Ventura Blvd. Suite 426
Woodland Hills, CA 91364

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction
specifically described as follows, for which bids are to be opened on January 22, 2015 for
DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the
opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified
therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a
written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the
County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law,
then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs
incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 21st day of January A.D. 2015
State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.

(SEAL) Carolino Construction Corporation (SEAL)
..... (SEAL)
..... (SEAL)
(SEAL) Supriame Hope Shear/Attorney-in-Fact (SEAL)
.....
Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
COUNTY OF) ss
On this day of in the year 20..... before

..... a notary public in and for said County and State personally
appeared known to me (or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto
as Surety, and his own name as attorney-in-fact.

- NOTE: (a) Signature of those executing for
Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach
a certified copy of Power of Attorney.

SEE ATTACHED

Notary Public In and for the County of

..... State of California

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, the following bond described as:

Lincoln Acres Pedestrian Ramps; Oracle No. 1018453

for: Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these present, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of March, 2014.

STATE NATIONAL INSURANCE COMPANY, INC.

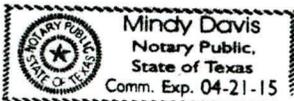
Terry L. Ledbetter, President

Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 24th day of March, 2014 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, Trace Ledbetter, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attested the seal of said Company this 21st day of January, 2015

Trace Ledbetter, Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

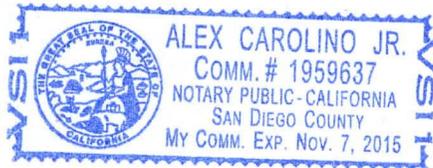
On Jan. 22, 2015 before me, Alex Carolino, Jr., Notary Public
(insert name and title of the officer)

personally appeared Alex C. Carolino, Sr.,
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.

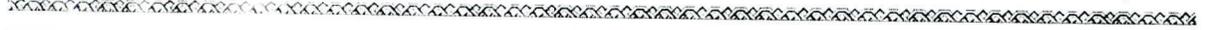
WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On JAN 21 2015 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



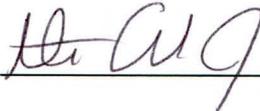
**SECTION 3 – FORM A
(SUBMIT WITH BID)
CONTRACTOR**

**COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815**

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: CARDINO CONSTRUCTION CORP.
Address: 903 HIGHLAND AVE., NATIONAL CITY, CA 91950
Project Title: LINCOLN ACRES PED. RAMP Number: 6729

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: 
Title of Officer: VP
Date: 1/22/15

**SECTION 3 – FORM D
CONTRACTOR**

**COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815**

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: CAROLINA CONST. CORP. 903 HIGHLAND AVE NATIONAL CITY, CA 91950	2. Contractor License Number: 831710	3. County Contract Number: 6729
	4. Dollar Amount of Contract:	5. Reporting Period: 1/22/15
	6. Project Name: UNCOLN ACRES	7. HUD No. (HCD use):
8.a. Contact Person: ALEX	8.b. Phone (include area code): 619-434-9200	8.c. Email: ADMIN@CAROLINACONSTRUCTION.COM
9. Person Completing Form (if different from item 8.a. above): ALEX	9.b. Phone (if different from item 8.b. above): 619-434-9200	9.c. Email (if different from 8.c. above): ADMIN@CAROLINACONSTRUCTION.COM

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS? YES NO

Qualifying Basis:

1. 51 percent owned by Section 3 resident*; or
2. Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
3. Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

 _____
 ALEX CAROLIN, JR. _____
 VP _____
 1/22/15
 Signature Print Name Title Date

***Section 3 Resident:** Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCD use):
	8.a. Contact Person:	8.b. Phone (include area code):
		8.c. Email:

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer)

3. Number of persons in your household?

2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification)

4. What is the total combined annual income of all members of your household?

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature _____

Date _____

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant <i>CAROLINA CONSTRUCTION CORP</i>		Date <i>1/22/15</i>
Signature of Authorized Certifying Official <i>[Signature]</i>	Title <i>VP</i>	

DATE: 1/22/15

ORACLE PROJECT NO. 6729

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: LINCOLN ACRES PEDESTRIAN RAMP - PHASE 2

BIDDER/OFFEROR: CAROLINO CONST. CORP. BIDDER/OFFEROR'S REPRESENTATIVE: ALEX

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
ALL	GENERAL CONTRACTOR	CAROLINO CONST. CORP. 903 HIGHLAND AVE., NATIONAL CITY, CA 91950 619-434-9200 45271 ← DVBE CERT. NO.	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

CALCULATION		ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3%
	_____ x 100 = _____%	*See DVBE and goal information sections to determine if goal required for this solicitation

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: _____

Oracle Project No. : _____

Bid/Offer No.: _____

Bid/Offer Date: _____

Name of Contractor/Firm Submitting Bid/Offer:

Please check off the following to insure you have included them in your documentation:

Documentation of "Good Faith Effort" (3 pages, including this page)

Attachment of any additional supporting documentation

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:

Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

Next

Bid



General Building and Engineering Contractor

Lic. No. 968910 A.B.C-8
3103 Market Street, San Diego, CA 92102

6

SP. ENTY PURCH #15 JUN 22 PM 015

[Handwritten signature]

Lincoln Acres

Pedestrian Ramps

Oracle #1018453 (RFB 6729)

January 22, 2015 @ 2:00 P.M.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder Just Construction, Inc.

Business Address 3103 Market Street, San Diego, CA 92102

Place of Residence 3103 Market Street, San Diego, CA 92102

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, , and 2, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	2,625.00
2	Construction Site Management	LS	LS	LS	8,925.00
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	1,260.00	2,520.00
5	Clearing and Grubbing	LS	LS	LS	2,100.00
6	Roadway Excavation	60	CY	57.80	3,468.00
7	Minor Concrete (Curb and Gutter)	6	LF	26.30	157.80
8	Minor Concrete (Sidewalk)	1	CY	682.50	682.50
9	Minor Concrete (Curb Ramp) Type - A	23	CY	682.50	15,697.50
10	Minor Concrete (Curb Ramp) Type - B	3	CY	892.50	2,677.50
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	682.50	6,825.00
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	787.50	5,512.50
13	Minor Concrete (Cross Gutter)	15	CY	787.50	11,812.50
14	Plane Asphalt Concrete Pavement	90	SY	23.10	2,079.00
15	Asphalt Concrete, Type B	35	TON	235.20	8,232.00

Name of Bidder Just Construction, Inc.

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	157.50	787.50
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	5.30	424.00
18	Paint Traffic Stripe (2-Coat)	360	LF	.90	324.00
19	Preformed Thermoplastic Pavement Marking	710	SF	13.70	9,727.00
20	Paint Red Curb	23	LF	1.10	25.30
21	Temporary Concrete Washout (Portable)	LS	LS	LS	1,417.50
22	Temporary Fiber Rolls	300	LF	3.20	960.00
23	Temporary Gravel Bags	500	EA	2.60	1,300.00
24	Temporary Curb Inlet Filter Roll	100	LF	8.40	840.00
25	Erosion Control (Type D)	100	SY	42.00	4,200.00
26	Traffic Control	LS	LS	LS	8,400.00
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					\$109,219.60

Name of Bidder Just Construction, Inc.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

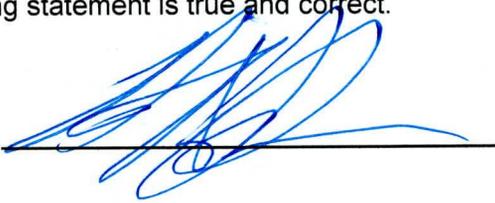
1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

State of California)
) ss.
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) H. Andres Romero, being first duly sworn, deposes and says that he or she is (Title) President of (Company) Just 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 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 

DATE January 22, 2015

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On January 22, 2015 before me, Leonor Romero, Notary Public
(insert name and title of the officer)

personally appeared H. Andres Romero
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



(Seal)



**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: _____

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

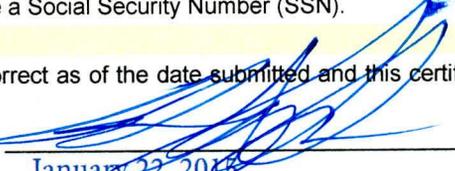
CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: H. Andres Romero

Title: President

Company/Organization: Just Construction, Inc.

Signature: 

Date: January 22, 2018

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

Name of Bidder Just Construction, Inc.

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
Just Construction, Inc.	1000000608	andres@justconstructioninc.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input checked="" type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input checked="" type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input checked="" type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
Statewide Stripes	100001334	matt@statewidestripes.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input checked="" type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input checked="" type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

Photocopy this form for additional subcontractors.

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS
STATEWIDE STRIPES INC.	1000001334	matt@statewidestripes.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input checked="" type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input checked="" type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTER	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTER	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTER	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: Just Construction, Inc.

Address and Zip Code: 3103 Market Street, San Diego, CA 92102

Project Name: Lincoln Acres Pedestrian Ramps; Oracle Project No. 1018453 (RFB 6729)

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.
-

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes No (If answer is yes, identify the most recent contract) Bear Drive Wall
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes No (If answer is yes, identify the most recent contract) Bear Drive Wall
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes No None Required
4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

<u>Just Construction, Inc.</u>		<u>January 22, 2015</u>
COMPANY NAME/LEGAL NAME	SIGNATURE OF BIDDER	DATE
<u>H. Andres Romero</u>	<u>President</u>	
PRINT OR TYPE NAME OF BIDDER	TITLE	

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

FOR: LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

Accompanying this proposal is Bidder's Bond

(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Just Construction, Inc.
H. Andres Romero - President
Sonia C. Garcia - Secretary/Treasurer
Gabriel Fonseca - Manager

Licensed in accordance with an act providing for the registration of Contractors,

License No. 968910 Classification (s) A, B & C-8 Exp. Date January 31, 2015

Warning – If an addendum or addenda have been issued by the County and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

SIGN _____
HERE _____
by _____ (SEAL)
Signature H. Andres Romero - President

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address Just Construction, Inc.

Telephone (619) 702-7220 Fax (619) 702-7110

E-Mail address andres@justconstructioninc.com

Dated January 22, 20 15, at San Diego California

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

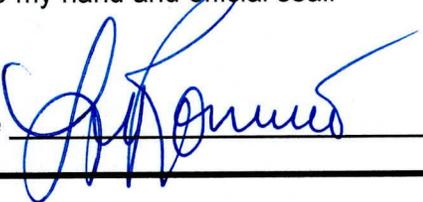
State of California
County of San Diego)

On January 22, 2015 before me, Leonor Romero, Notary Public
(insert name and title of the officer)

personally appeared H. Andres Romero,
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  (Seal)



BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we..... Just Construction, Inc. as Principal, and State National Insurance Company, Inc. administered by: Contractor Managing General Insurance Agency, Inc. as Surety, are held and firmly bound unto the County of San Diego a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of..... Ten Percent of the Greatest Amount Bid (10% G.A.B.).....

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on January 22, 2015 for DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 19th day of January A.D. 2015
State National Insurance Company, Inc. administered by: Contractor Managing General Insurance Agency, Inc. (SEAL) Just Construction, Inc. (SEAL)
20335 Ventura Blvd. Suite 426 Woodland Hills, CA 91364 (SEAL)
Stephanie Hope Shear, Attorney-In-Fact (SEAL) Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
COUNTY OF) ss
On this day of in the year 20..... before me

..... a notary public in and for said County and State personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for Surety must be properly acknowledged. (b) The Attorney-in-fact must attach a certified copy of Power of Attorney. Notary Public In and for the County of State of California

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, the following bond described as:

Lincron Acres Pedestrian Ramps, Oracle No. 1018453

for: Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these present, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of March, 2014.

STATE NATIONAL INSURANCE COMPANY, INC.

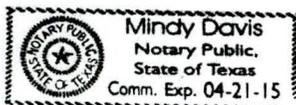
Terry L. Ledbetter, President

Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 24th day of March, 2014 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, Trace Ledbetter, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attested the seal of said Company this 19th day of January, 2015

Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

On JAN 19 2015 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC

Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR

Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

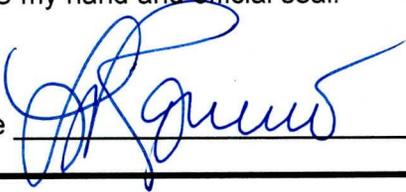
State of California
County of San Diego

On January 22, 2015 before me, Leonor Romero, Notary Public
(insert name and title of the officer)

personally appeared H. Andres Romero,
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  (Seal)



COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

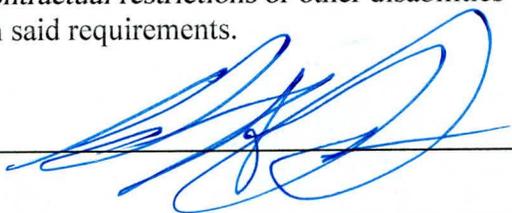
SECTION 3 BIDDER'S CERTIFICATION

Name of Company: Just Construction, Inc.

Address: 3103 Market Street, San Diego, CA 92102

Project Title: Lincoln Acres Pedestrian Ramps Number: 1018453 (RFB- 6279)

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer:  _____

Title of Officer: H. Andres Romero

Date: January 22, 2015

SECTION 3 – FORM B
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address: Just Construction, Inc. 3103 Market Street San Diego, CA 92102	2. County Contract No.: 1018453 (RFB 6729)	3. Dollar Amount of Contract:
	4. Contact Person: H. Andres Romero	5. Phone (include area code): (619)702-7220
	6. Reporting Period:	7. Date Report Submitted:
8. Project Name: Lincoln Acres Pedestrian Ramps		9. HUD No. (HCD use):
10. Person Completing Form (if different from item 4 above): Leonor Romero	11. Phone (if different from item 5 above):	12. Email: leonor@justconstructioninc.com

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals	1	1	0	
Technicians				
Office/Clerical	1	1	0	
Construction by Trade (List)				
Trade: laborers	2	2	0	
Trade: cement Masons	2	2	0	
Trade:				
Trade:				
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: Just Construction, Inc. 3103 Market Street San Diego, CA 92012	2. Contractor License Number: 968910	3. County Contract Number: 1018453
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name: Lincoln Acres Ped. Ramps	7. HUD No. (HCD use):
8.a. Contact Person: Hector Romero	8.b. Phone (include area code): (619)702-7220	8.c. Email: hector@justconstructioninc.com
9. Person Completing Form (if different from item 8.a. above): Lionor Romero	9.b. Phone (if different from item 8.b. above):	9.c. Email (if different from 8.c. above): leonor@justconstructioninc.com

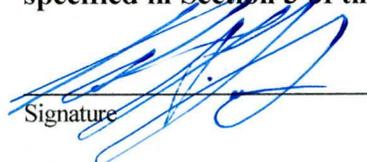
Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS? YES NO

Qualifying Basis: **We are Hubzone Certified**

1. 51 percent owned by Section 3 resident*; or
2. Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
3. Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

 H. Andres Romero President January 22, 2015
Signature Print Name Title Date

***Section 3 Resident:** Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
Just Construction, Inc. 3103 Market Street San Diego, CA 92102	1018453 (RFB 6729)	
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCD use):
	Lincoln Acres Peds. Ramps	
8.a. Contact Person:	8.b. Phone (include area code):	8.c. Email:

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

- | | |
|--|---|
| <p>1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer)</p> <p>_____</p> | <p>3. Number of persons in your household?</p> <p>_____</p> |
| <p>2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification)</p> | <p>4. What is the total combined annual income of all members of your household?</p> <p>_____</p> |

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature

Date

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant Just Construction, Inc.	Date January 22, 2015
Signature of Authorized Certifying Official 	Title President

DATE: January 22, 2015

ORACLE PROJECT NO. 1018453

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: Lincoln Acres Pedestrian Ramps

BIDDER/OFFEROR: Just Construction, Inc. BIDDER/OFFEROR'S REPRESENTATIVE: H. Andres Romero

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

CALCULATION		ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3%
	_____ x 100 = _____%	*See DVBE and goal information sections to determine if goal required for this solicitation

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: _____

Oracle Project No. : _____

Bid/Offer No.: _____

Bid/Offer Date: _____

Name of Contractor/Firm Submitting Bid/Offer:

Please check off the following to insure you have included them in your documentation:

___ Documentation of "Good Faith Effort" (3 pages, including this page)

___ Attachment of any additional supporting documentation

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:

Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

A handwritten signature in blue ink, appearing to read "Allen R. Hunsberger".

January 12, 2015

ADDENDUM No. 1

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE PROJECT NO. 1018453 – (RFB 6729)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete Page 2-2 in Part 2 and replace with Page 2-2 (Addendum 1).
2. Delete Pages 2-7a to 2-7b in Part 2 and replace with Pages 2-7a (Addendum 1) to 2-7b (Addendum 1).
3. Delete Pages 4-31 to 4-59 in Part 4 and replace with Pages 4-31 (Addendum 1) to 4-59 (Addendum 1).

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

ATTACHMENTS:

1. Page 2-2 (Addendum 1)
2. Pages 2-7a (Addendum 1) to 2-7b (Addendum 1)
3. Pages 4-31 (Addendum 1) to 4-59 (Addendum 1)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder _____

Business Address _____

Place of Residence _____

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. ____, ____, and ____, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

Photocopy this form for additional subcontractors.

wage rates will be available at the same location. Said rates are also available at www.dir.ca.gov/DLSR/statistics_research.html.

Any Contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, shall be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

Federal minimum wage rates applicable to this project have been determined by the Secretary of Labor and are set forth herein as a General Wage Decision. In accordance with the provisions of the Davis-Bacon Act (40 U.S.C. 276-7 to a-7) as amended (29 CFR, Part 5), the Contractor shall be required to pay wages to laborers and mechanics at the rate not less than the Federal wage rate determinations of the Secretary of Labor. The Contractor shall also be required to pay wages not less often than once a week. Federal minimum wage rates are available at <http://www.wdol.gov>.

Not less than the State general prevailing rate of per diem wages and the State general prevailing rate for holiday and overtime work, as determined by the Director of the Department of Industrial Relations or the Federal minimum wage rates as determined by the Secretary of Labor, whichever is higher, shall be paid by the Contractor and Subcontractors to all laborers and mechanics employed on the project.

General Decision Number CA150001 (Davis-Bacon Wage Rates), which is applicable to this project, is periodically modified. The attached General Decision Number CA150001, Modification No. 0, is hereby incorporated as a part of the Contract Documents.

If the General Wage Decision is modified, and is applicable to this contract, the Contractor will be given notice of the modified General Wage Decision which will be incorporated into the Contract Documents by addendum.

GENERAL DECISION

General Decision Number: CA150001 01/02/2015 CA1

Superseded General Decision Number: CA20140001

State: California

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

County: San Diego 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; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject

to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/02/2015

ASBE0005-002 06/30/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 35.44	19.36
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.34	16.09

ASBE0005-004 06/24/2013

	Rates	Fringes
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)....	\$ 16.95	10.23

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

BRCA0004-008 11/01/2014

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 34.12	15.65

BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

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

CARP0409-008 08/01/2010

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

CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

Rates Fringes

Drywall

(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...\$ 21.00		8.58
Drywall Stocker/Scrapper...\$ 11.00		6.67
(2) All other work		
Drywall Installer/Lather...\$ 27.35		9.58
Drywall Stocker/Scrapper...\$ 11.00		6.67

* ELEC0569-001 12/01/2014

Rates Fringes

Electricians (Tunnel Work)

Cable Splicer.....\$ 45.75		13.25
Electrician.....\$ 45.00		13.22

Electricians: (All Other Work, Including 4 Stories Residential)

Cable Splicer.....\$ 40.75		13.10
Electrician.....\$ 40.00		13.07

ELEC0569-005 09/01/2014

Rates Fringes

Sound & Communications

Sound Technician.....\$ 28.82		3%+10.81
Soundman.....\$ 23.06		3%+ 9.17

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical

apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

ELEC0569-006 10/06/2014

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 28.75	3%+7.42
Utility Technician #2.....	\$ 23.90	3%+7.42

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC0569-008 06/03/2013

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 22.37	3%+3.30

ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15.00
		4-35 (Addendum 1)

GROUP 1.....	\$ 39.05	22.25
GROUP 2.....	\$ 39.83	22.25
GROUP 3.....	\$ 40.12	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.86	22.25
GROUP 6.....	\$ 41.83	22.25
GROUP 8.....	\$ 41.94	22.25
GROUP 9.....	\$ 42.19	22.25
GROUP 10.....	\$ 42.06	22.25
GROUP 11.....	\$ 42.31	22.25
GROUP 12.....	\$ 42.23	22.25
GROUP 13.....	\$ 42.33	22.25
GROUP 14.....	\$ 42.36	22.25
GROUP 15.....	\$ 42.44	22.25
GROUP 16.....	\$ 42.56	22.25
GROUP 17.....	\$ 42.73	22.25

4-36 (Addendum 1)

PART 4/CDBG

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.

ENGI0012-003 07/07/2014

Rates Fringes

OPERATOR: Power Equipment
(All Other Work)

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 40.17	14.56
(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

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

ELEV0018-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.03	26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
wages for employees with more than 5

GROUP 18.....	\$ 42.83	22.25
GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25
GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25
GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 40.90	22.25
GROUP 2.....	\$ 41.68	22.25
GROUP 3.....	\$ 41.97	22.25
GROUP 4.....	\$ 42.11	22.25
GROUP 5.....	\$ 42.33	22.25
GROUP 6.....	\$ 42.44	22.25
GROUP 7.....	\$ 42.56	22.25

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
4-37 (Addendum 1)

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; 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,

(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;

4-39 (Addendum 1)

PART 4/CDBG

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

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 loed, 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, 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

4-44 (Addendum 1)

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 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

 ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

 IRON0377-002 07/01/2014

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

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

LABO0089-001 07/01/2013

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 26.98	15.42
Group 2.....	\$ 27.66	15.42
Group 3.....	\$ 28.37	15.42
Group 4.....	\$ 29.17	15.42
Group 5.....	\$ 31.10	15.42
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 24.88	13.75
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).\$	23.59	13.75

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete 4-47 (Addendum 1)

Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new

concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection 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 (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-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.

LABO0089-002 11/01/2012

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 27.98	13.39

LABO0089-004 07/01/2013

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 26.98	15.42
Group 2.....	\$ 27.66	15.42
Group 3.....	\$ 28.37	15.42
Group 4.....	\$ 29.17	15.42
Group 5.....	\$ 31.10	15.42

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified
4-49 (Addendum 1)

Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m making of joints, sealing,

4-50 (Addendum 1)

caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-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; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

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 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 31.65	13.33

4-51 (Addendum 1)

(2) Vehicle Operator/Hauler	\$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking Locator.....	\$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28
GROUP 4.....	\$ 37.61	16.28

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

LABO1414-003 08/07/2013

Rates Fringes

LABORER		
PLASTER CLEAN-UP LABORER....	\$ 27.45	16.36
	4-52 (Addendum 1)	

PLASTER TENDER.....\$ 30.00 16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2014

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....\$ 26.89 12.28
(2) All Other Work.....\$ 30.27 12.28

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.

PAIN0036-010 10/01/2014

Rates Fringes

DRYWALL FINISHER/TAPER

(1) Building & Heavy Construction.....\$ 26.84 14.29
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....\$ 21.00 13.91

PAIN0036-012 10/01/2013

Rates Fringes

GLAZIER.....\$ 38.80 17.25

PAIN0036-019 07/01/2014

Rates Fringes

4-53 (Addendum 1)

PART 4/CDBG

SOFT FLOOR LAYER.....\$ 26.77 12.75

PLAS0200-005 08/06/2014

Rates Fringes

PLASTERER.....\$ 37.43 13.28

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional
per hour.

PLAS0500-001 07/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

GROUP 1.....\$ 22.29 17.10
GROUP 2.....\$ 23.94 17.10
GROUP 3.....\$ 26.57 17.25

CEMENT MASONS - work inside the building line, meeting the
following criteria:

GROUP 1: Residential wood frame project of any size; work
classified as Type III, IV or Type V construction;
interior tenant improvement work regardless the size of the
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2014

Rates Fringes

PLUMBER, PIPEFITTER,
STEAMFITTER

Camp Pendleton.....\$ 49.21 20.36
Plumber and Pipefitter
All other work except
work on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft.
of floor space and work
on strip malls, light
commercial, tenant

improvement and remodel work.....\$ 44.71	20.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....\$ 43.33	19.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 34.59	17.71

PLUM0016-011 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....\$ 36.15		16.28

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$ 29.27		19.75
Sewer & Storm Drain Work....\$ 33.24		17.13

ROOF0045-001 07/01/2012

	Rates	Fringes
ROOFER.....\$ 25.08		7.28

SFCA0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....\$ 34.86		18.66

SHEE0206-001 01/01/2012

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....\$ 35.05		19.23
Except Camp Pendleton.....\$ 33.05		19.23
Sheet Metal Technician.....\$ 25.22		6.69

SHEET METAL TECHNICIAN - SCOPE:
a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
b. New single family residential buildings
4-55 (Addendum 1)

including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0036-001 07/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.40	20.50
GROUP 2.....	\$ 24.99	20.50
GROUP 3.....	\$ 25.19	20.50
GROUP 4.....	\$ 25.39	20.50
GROUP 5.....	\$ 25.59	20.50
GROUP 6.....	\$ 26.09	20.50
GROUP 7.....	\$ 27.59	20.50

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axes but less than 7-axes, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axes or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

January 16, 2015

ADDENDUM No. 2

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE PROJECT NO. 1018453 – (RFB 6729)

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Delete Pages 4-31 (Addendum 1) to 4-59 (Addendum 1) in Part 4 and replace with Pages 4-31 (Addendum 2) to 4-59 (Addendum 2).

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

ATTACHMENTS:

1. Pages 4-31 (Addendum 2) to 4-59 (Addendum 2)

wage rates will be available at the same location. Said rates are also available at www.dir.ca.gov/DLSR/statistics_research.html.

Any Contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, shall be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

Federal minimum wage rates applicable to this project have been determined by the Secretary of Labor and are set forth herein as a General Wage Decision. In accordance with the provisions of the Davis-Bacon Act (40 U.S.C. 276-7 to a-7) as amended (29 CFR, Part 5), the Contractor shall be required to pay wages to laborers and mechanics at the rate not less than the Federal wage rate determinations of the Secretary of Labor. The Contractor shall also be required to pay wages not less often than once a week. Federal minimum wage rates are available at <http://www.wdol.gov>.

Not less than the State general prevailing rate of per diem wages and the State general prevailing rate for holiday and overtime work, as determined by the Director of the Department of Industrial Relations or the Federal minimum wage rates as determined by the Secretary of Labor, whichever is higher, shall be paid by the Contractor and Subcontractors to all laborers and mechanics employed on the project.

General Decision Number CA150001 (Davis-Bacon Wage Rates), which is applicable to this project, is periodically modified. The attached General Decision Number CA150001, Modification No. 1, is hereby incorporated as a part of the Contract Documents.

If the General Wage Decision is modified, and is applicable to this contract, the Contractor will be given notice of the modified General Wage Decision which will be incorporated into the Contract Documents by addendum.

GENERAL DECISION

General Decision Number: CA150001 01/16/2015 CA1

Superseded General Decision Number: CA20140001

State: California

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

County: San Diego 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; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject

to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015

ASBE0005-002 06/30/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 35.44	19.36
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.34	16.09

ASBE0005-004 06/24/2013

	Rates	Fringes
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)....	\$ 16.95	10.23

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

BRCA0004-008 11/01/2014

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 34.12	15.65

BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

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

CARP0409-008 08/01/2010

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

CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 21.00	8.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

ELEC0569-001 12/01/2014

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 45.75	13.25
Electrician.....	\$ 45.00	13.22
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 40.75	13.10
Electrician.....	\$ 40.00	13.07

ELEC0569-005 09/01/2014

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 28.82	3%+10.81
Soundman.....	\$ 23.06	3%+ 9.17

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire,

frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

 ELEC0569-006 10/06/2014

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 28.75	3%+7.42
Utility Technician #2.....	\$ 23.90	3%+7.42

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

 ELEC0569-008 06/03/2013

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 22.37	3%+3.30

 ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		

(1) Lineman; Cable splicer..\$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 40.17	14.56
(3) Groundman.....\$ 30.73	13.48
(4) Powderman.....\$ 44.91	13.48

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

ELEV0018-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 49.03		26.785

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.

ENGI0012-003 07/07/2014

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 39.05		22.25
GROUP 2.....\$ 39.83		22.25
GROUP 3.....\$ 40.12		22.25
GROUP 4.....\$ 41.61		22.25
GROUP 5.....\$ 41.86		22.25
GROUP 6.....\$ 41.83		22.25
GROUP 8.....\$ 41.94		22.25
GROUP 9.....\$ 42.19		22.25
GROUP 10.....\$ 42.06		22.25
GROUP 11.....\$ 42.31		22.25
GROUP 12.....\$ 42.23		22.25
GROUP 13.....\$ 42.33		22.25
GROUP 14.....\$ 42.36		22.25
GROUP 15.....\$ 42.44		22.25
GROUP 16.....\$ 42.56		22.25

GROUP 17.....	\$ 42.73	22.25
GROUP 18.....	\$ 42.83	22.25
GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25
GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25
GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 40.90	22.25
GROUP 2.....	\$ 41.68	22.25
GROUP 3.....	\$ 41.97	22.25
GROUP 4.....	\$ 42.11	22.25
GROUP 5.....	\$ 42.33	22.25
GROUP 6.....	\$ 42.44	22.25
GROUP 7.....	\$ 42.56	22.25

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
4-37 (Addendum 2)

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; 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

4-38 (Addendum 2)

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
4-39 (Addendum 2)

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 loed, 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:

4-45 (Addendum 2)

PART 4/CDBG

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 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

 ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

 * IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.20

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

LABO0089-001 07/01/2013

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 26.98	15.42
Group 2.....	\$ 27.66	15.42
Group 3.....	\$ 28.37	15.42
Group 4.....	\$ 29.17	15.42
Group 5.....	\$ 31.10	15.42
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 24.88	13.75
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 23.59	13.75

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete

saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection 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 (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-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.

LABO0089-002 11/01/2012

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 27.98	13.39

LABO0089-004 07/01/2013

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 26.98	15.42
Group 2.....	\$ 27.66	15.42
Group 3.....	\$ 28.37	15.42
Group 4.....	\$ 29.17	15.42
Group 5.....	\$ 31.10	15.42

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete
4-49 (Addendum 2)

Backup Man (Coating, grouting, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-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; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

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 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		

(1) Drilling Crew Laborer...	\$ 31.65	13.33
(2) Vehicle Operator/Hauler.	\$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking Locator.....	\$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28
GROUP 4.....	\$ 37.61	16.28

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

LABO1414-003 08/07/2013

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....	\$ 27.45	16.36
PLASTER TENDER.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2014

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.89	12.28
(2) All Other Work.....	\$ 30.27	12.28

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.

PAIN0036-010 10/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 26.84	14.29
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	13.91

PAIN0036-012 10/01/2013

	Rates	Fringes
GLAZIER.....	\$ 38.80	17.25

PAIN0036-019 07/01/2014

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	12.75

PLAS0200-005 08/06/2014

	Rates	Fringes
PLASTERER.....	\$ 37.43	13.28

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional
per hour.

PLAS0500-001 07/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 22.29	17.10
GROUP 2.....	\$ 23.94	17.10
GROUP 3.....	\$ 26.57	17.25

CEMENT MASONS - work inside the building line, meeting the
following criteria:

GROUP 1: Residential wood frame project of any size; work
classified as Type III, IV or Type V construction;
interior tenant improvement work regardless the size of the
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2014

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 49.21	20.36
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light		

commercial, tenant improvement and remodel work.....	\$ 44.71	20.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 43.33	19.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 34.59	17.71

PLUM0016-011 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 36.15	16.28

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter.....	\$ 29.27	19.75
Sewer & Storm Drain Work.....	\$ 33.24	17.13

ROOF0045-001 07/01/2012

	Rates	Fringes
ROOFER.....	\$ 25.08	7.28

SFCA0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.86	18.66

SHEE0206-001 01/01/2012

	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 35.05	19.23
Except Camp Pendleton.....	\$ 33.05	19.23
Sheet Metal Technician.....	\$ 25.22	6.69

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a
4-55 (Addendum 2)

separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

 TEAM0036-001 07/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.40	20.50
GROUP 2.....	\$ 24.99	20.50
GROUP 3.....	\$ 25.19	20.50
GROUP 4.....	\$ 25.39	20.50
GROUP 5.....	\$ 25.59	20.50
GROUP 6.....	\$ 26.09	20.50
GROUP 7.....	\$ 27.59	20.50

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch

Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

Next

Bid



125 E 17th Street, National City, CA 91950
(619) 477-7893 O / (619) 477-7895 F / 504693 A&B

COUNTY OF SAN DIEGO
5560 OVERLAND AVENUE, SUITE 270
SAN DIEGO, CALIFORNIA 92123-1204

LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453
BID NO. 6729

SECURITY PAPER * 15 JAN 22 PM 01 52

#7

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder M.A. Stevens Construction, Inc.

Business Address 125 E 17th Street, National City. CA 91950

Place of Residence 3320 Peg Leg Mine Road, Jamul, CA 91935

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	1,800.00
2	Construction Site Management	LS	LS	LS	15,600.00
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	720.00	1,440.00
5	Clearing and Grubbing	LS	LS	LS	4,200.00
6	Roadway Excavation	60	CY	24.00	1,440.00
7	Minor Concrete (Curb and Gutter)	6	LF	46.20	277.20
8	Minor Concrete (Sidewalk)	1	CY	576.00	576.00
9	Minor Concrete (Curb Ramp) Type - A	23	CY	884.56	20,344.79
10	Minor Concrete (Curb Ramp) Type - B	3	CY	959.78	2,879.35
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	1,097.26	10,972.56
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	1,089.19	7,624.34
13	Minor Concrete (Cross Gutter)	15	CY	609.08	9,136.26
14	Plane Asphalt Concrete Pavement	90	SY	24.00	2,160.00
15	Asphalt Concrete, Type B	35	TON	252.00	8,820.00

Name of Bidder M.A. Stevens Construction, Inc.

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	180.00	900.00
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	6.00	480.00
18	Paint Traffic Stripe (2-Coat)	360	LF	1.02	367.20
19	Preformed Thermoplastic Pavement Marking	710	SF	15.60	11,076.00
20	Paint Red Curb	23	LF	1.20	27.60
21	Temporary Concrete Washout (Portable)	LS	LS	LS	1,080.00
22	Temporary Fiber Rolls	300	LF	2.4	720.00
23	Temporary Gravel Bags	500	EA	1.80	900.00
24	Temporary Curb Inlet Filter Roll	100	LF	4.20	420.00
25	Erosion Control (Type D)	100	SY	16.20	1,620.00
26	Traffic Control	LS	LS	LS	1,800.00
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					\$114,161.30

Name of Bidder M.A. Stevens Construction, Inc.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 22
day of January, 2015, by _____
Mark A. Stevens

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



(Seal)

Signature Desiree L. Peters

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
 CORPORATE OFFICER President
TITLE(S)
 PARTNER(S)
 ATTORNEY-IN-FACT
 GUARDIAN/CONSERVATOR
 SUBSCRIBING WITNESS
 OTHER: _____

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

M.A. Stevens Construction, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Non Collusion Affidavit
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

January 22, 2015
DATE OF DOCUMENT

Lincoln Acres Pedestrian Ramps
OTHER

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: 12007

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Mark A. Stevens

Title: President

Company/Organization: M.A. Stevens Construction, Inc.

Signature: 

Date: 1/22/15

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

Name of Bidder M.A. Stevens Construction, Inc.

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: Mark A. Stevens

Address and Zip Code: 125 E 17th Street, National City, CA 91950

Project Name: Lincoln Acres Pedestrian Ramps

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No (x) (If answer is yes, identify the most recent contract) _____
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes () No () (If answer is yes, identify the most recent contract) _____
N/A
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes () No () None Required ()
N/A
- 4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

<u>M.A. Stevens Construction, Inc.</u>		<u>1/22/15</u>
COMPANY NAME/LEGAL NAME	SIGNATURE OF BIDDER	DATE
<u>Mark A. Stevens</u>	<u>President</u>	
PRINT OR TYPE NAME OF BIDDER	TITLE	

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

FOR: LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

Accompanying this proposal is Bidder's Bond

(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

M.A. Stevens Construction, Inc.

Mark A. Stevens - President, Secretary, Treasurer

Licensed in accordance with an act providing for the registration of Contractors,

License No. 504693 Classification (s) A & B Exp. Date 4/30/15

Warning – If an addendum or addenda have been issued by the County and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

SIGN
HERE

(M.A. Stevens Construction, Inc.
(Legal Name of Bidder
(
(
(by  (SEAL)
(Signature
(
(
(

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 125 E 17th Street, National City, CA 91950

Telephone (619) 477-7893 Fax (619) 477-7895

E-Mail address dstevens@mastevensconstruction.com

Dated 1/22/15, 20 , at National City, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we M. A. Stevens Construction, Inc. as Principal, and Hudson Insurance Company as Surety, are held and firmly bound unto the County of San Diego a political subdivision of the State of California, hereinafter called the County, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of ten percent of total amount bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on Jan. 22, 2015 for DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 20th day of January A.D. 2015.

Hudson Insurance Company (SEAL) M.A. Stevens Construction, Inc. (SEAL)
(SEAL) *[Signature]* (SEAL) *[Signature]*
(SEAL) Cyndi Beilman, Attorney-in-Fact (SEAL)
(SEAL)

Surety

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
COUNTY OF)

ss

On this day of in the year 20..... before me

..... a notary public in and for said County and State personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

- NOTE: (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.

** SEE ATTACHED ACKNOWLEDGMENT **

Notary Public In and for the County of

State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On January 20, 2015 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

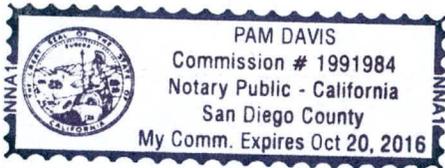
Name(s) of Signer(s)

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 *Pam Davis*
Signature of Notary Public Pam Davis



Place Notary Seal 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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Cyndi Beilman

of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of \$10,000,000.00

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis
Corporate Secretary

[Handwritten signature of Dina Daskalakis]

HUDSON INSURANCE COMPANY

[Handwritten signature of Christopher T. Suarez]

By Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Handwritten signature of Ann M. Murphy]

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 20th day of January, 2015.



Form BSA 10 8 2010 (v1)

[Handwritten signature of Dina Daskalakis]

Dina Daskalakis, Corporate Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

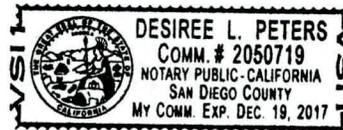
State of California
County of San Diego

On January 22, 2015 before me, Desiree L. Peters, Notary Public
(insert name and title of the officer)

personally appeared Mark A. Stevens
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 Desiree L. Peters (Seal)

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER President
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: Lincoln Acres
Pedestrian Ramps

DESCRIPTION OF ATTACHED DOCUMENT

Bidder's Bond
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

January 20, 2015
DATE OF DOCUMENT

Cyndi Beilman, Attorney-in-Fact
OTHER

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

M. A. Stevens Construction, Inc.

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

**SECTION 3 – FORM A
(SUBMIT WITH BID)
CONTRACTOR**

**COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815**

SECTION 3 BIDDER'S CERTIFICATION

Name of Company: M.A. Stevens Construction, Inc.

Address: 125 E 17th Street, National City, CA 91950

Project Title: Lincoln Acres Pedestrian Ramps Number: Oracle 1018453 / RFB 6729

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: 

Title of Officer: President

Date: 1/22/15

**COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123**

*Please do not
upload the
remaining sheets
to BuyNet*

*- Danielle Stevens
444 477 70093*

SECTION 3 ESTIMATED WORK

To be completed by contractors during the bidding process

1. Contractor Name and Address: M.A. Stevens Construction, Inc. 125 E 17th Street National City, CA 91950	2. County Contract No.: Oracle 1018453 RFB 6729	3. Contact Person: Danielle Stevens	4. Phone: (619) 477-7893
	6. Reporting Period:	7. Date Report Submitted: 1/22/15	
8. Project Name: Lincoln Acres Pedestrian Ramps		9. HUD No. (HCD use):	
10. Person Completing Form (if different from item 4 above):	11. Phone (if different from item 5 above):	12. Email: dstevens@mastevensconstruction.com	

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals	1	1	0	0
Technicians				
Office/Clerical	1	1	0	0
Construction by Trade (List)				
Trade: <i>laborer</i>	2	2	0	1-2
Trade: <i>cement mason</i>	2	2	0	1-2
Trade: <i>carpenter</i>	2	2	0	1-2
Trade: <i>operator</i>	2	2	0	1-2
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

SECTION 3 – FORM D
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: MA Stevens construction 125 E 17th Street National City, CA 91950	2. Contractor License Number: SD4693	3. County Contract Number: Oracle 1018453 / RFB 4729
	4. Dollar Amount of Contract: 11416130	5. Reporting Period:
	6. Project Name: Lincoln Acres	7. HUD No. (HCD use):
8.a. Contact Person: Danielle Stevens	8.b. Phone (include area code): 619 477 7093	8.c. Email: dstevens@mastevensconstruction.com
9. Person Completing Form (if different from item 8.a. above):	9.b. Phone (if different from item 8.b. above):	9.c. Email (if different from 8.c. above):

Type of Business:

Corporation
 Sole Proprietorship

Partnership
 Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS?

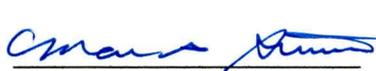
YES

NO

Qualifying Basis:

- 51 percent owned by Section 3 resident*; or
- Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
- Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.


Signature

MARK A STEVENS
Print Name

president
Title

1/22/15
Date

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

SECTION 3 – FORM E
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 RESIDENT

To be completed by

1. Contractor Name and	3. County Contract Number:
8.a. Contact Person:	5. Reporting Period:
	6. HUD No. (HCD use):
	7. Email:

*to be submitted
at a later
date*

This project received federal assistance from the U.S. Department of Housing and Community Development. Your cooperation in filling out this form is requested. This form is required for all Section 3 employee or owner of a Section 3 business. The purpose of the Section 3 program of 1968 is to ensure that employment and economic opportunities go to lower income persons.

1. What is your hire date? (May be completed/verified by contractor)
_____ persons in your household?
2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification)
4. What is the total combined annual income of all members of your household?

Name (Print): _____
Address of Household: _____
Telephone Number: _____
Email Address: _____

Employee's Signature _____ Date _____

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant M.A. Stevens Construction, Inc.	Date 1/22/15
Signature of Authorized Certifying Official 	Title Mark A. Stevens - President

DATE: 1/22/15

ORACLE PROJECT NO. 1018453

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: Lincoln Acres Pedestrian Ramp

BIDDER/OFFEROR: M.A. Stevens Construction, Inc. BIDDER/OFFEROR'S REPRESENTATIVE: Mark A. Stevens

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
	NONE		
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

CALCULATION		ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$	3%
	_____ x 100 = _____%	*See DVBE and goal information sections to determine if goal required for this solicitation

2941837

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

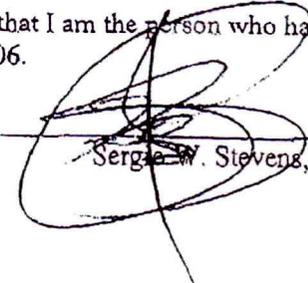
OF

JAN 05 2007

M.A. STEVENS CONSTRUCTION, INC.

- FIRST: The name of the corporation is **M.A. STEVENS CONSTRUCTION, INC.**
- SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.
- THIRD: The name and address of this corporation's initial agent for service of process in the State of California is:
- Mark A. Stevens
125 East 17th Street
National City, CA 91950
- FOURTH: The Corporation is authorized to issue common shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000 thousand ("One Hundred Thousand") without par value.
- FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent possible under California law.
- SIXTH: The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the Corporation and its shareholders through bylaw provisions or through agreements with agents, or both, in excess of the indemnification permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

IN WITNESS WHEREOF, I declare that I am the person who has executed these Articles of Incorporation this 29th day December, 2006.


Sergio W. Stevens, Esq.: Incorporator





JOB HISTORY

Year Comp.	OWNER	PROJECT	CONTRACT	REFERENCES				
2014	Encinitas Union School District 101 S. Rancho Santa Fe Road, Encinitas, CA 92024	B-2172 Mission Estancia Roofing / Solatube / Solar-PV Project 3330 Calle Barcelona, Carlsbad, CA 92009	\$1,996,000.00	Gerry Devitt	(760)518-6890	Anney Rosenthal-Hall	(619) 564-7586	Gerry - gerry.devitt@eusd.net
				Construction Manager		Architect (OBR Architecture)		Anney - rosenthal@obrarchitecture.com
2014	Sweetwater Union High School District 1130 Fifth Avenue, Chula Vista, CA	Chula Vista High School – Classroom Interior Finish Upgrades 820 Fourth Avenue, Chula Vista, CA 91911	\$165,593.73	Karl Bradley	(619) 407-4942	Luc Allard	(619) 235-7381	Karl-robert.bradley@sweetwaterschools.org
				SUHS - Facilities Program Manager		Architect (Roesling Nakamura Terada)		Luc - allard@mtarchitects.com
2014	Sweetwater Union High School District 1130 Fifth Avenue, Chula Vista, CA	Bonita Vista High School - HVAC Project 751 Otay Lakes Road, Chula Vista, CA	\$833,224.04	Larry Moen	(619) 407-4943	Mark Bender	(619) 704-1900	Larry - larry.moen@sweetwaterschools.org
				SUHS - Construction Manager		Engineer (Bender Dean Engineering)		Mark - mbender@benderdean.com
2013	Tubman Village Charter School 6880 Mohawk Street, San Diego, CA 92115	Construction of Relocatable Classrooms and Restroom at TVCS 6880 Mohawk Street, San Diego, CA 92115	\$457,633.32	Shannon Young	(858) 357-6502	Dean Amantea	858-279-9949	Shannon - syoung2@sandi.net
				URS Corp - Construction Manager		Architect		Dean - damantea@meleamantea.com
2013	Encinitas Union School District 101 S. Rancho Santa Fe Road, Encinitas, CA 92024	Park Dale Lane ES Admin Bldg. Remodel and Installation on Solatubes 2050 Park Dale Lane, Encinitas, CA	\$1,201,474.77	Gerry Devitt	(760)518-6890	Al Quesada	(626) 666-6906	Gerry - gerry.devitt@eusd.net
				Construction Manager		Architect		Al - aquesada@gkkworks.com
2013	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Torrey Pines ES Reloc. Bldg. & Wood Beam Replacement 8350 Cliffridge Avenue, San Diego, CA 92037	\$981,367.00	Adam Windham	(858) 344-9803	Dean Amantea	858-279-9949	Adam - awindham@sandi.net
				Construction Manager		Architect		Dean - damantea@meleamantea.com
2013	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	Grossmont College 500 Complex Upgrades 8800 Grossmont College Drive, El Cajon, CA 92020	\$99,248.00	Jack Miller	(619) 644-7032	Tom D'Alessandro	(760) 717-9999	Jack - jmillier@gafcon.com
				Construction Manager		Inspector		Tom - tom@bluecoastca.com
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Restrooms Upgrades at Hoover High School 4474 El Cajon Blvd., San Diego, CA 92115	\$325,775.12	Don Nester	(858) 668-6106	Doug Freeman	(619) 571-8730	Don - dnestor@sandi.net
				Construction Manager		Inspector		Doug - dfreeman@sandi.net
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Weight Room Conversion at Madison High School 4833 Doliva Drive, San Diego, CA 92117	\$148,587.88	Shannon Young	(858) 357-6502	Sean Shumate	(619) 571-3884	Shannon - syoung2@sandi.net
				URS Corp - Construction Manager		Inspector		Sean - sshumate@sandi.net
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Replacement of Portable Bldg. at Holmes Elementary School 4209 Mt. Ararat Drive, San Diego, CA 92111	\$187,046.03	Juan Gonzalez	(619) 665-7358	Doug Freeman	(619) 571-8730	Juan - jgonzalez32@sandi.net
				URS Corp - Construction Manager		Inspector		Doug - dfreeman@sandi.net
2012	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Construct New Weight Room Building at Point Loma High School 2335 Chatsworth Blvd., San Diego, Ca 92106	\$883,706.58	Shannon Young	(858) 357-6502	Paul Carlton	(619) 922-6778	Shannon - syoung2@sandi.net
				URS Corp - Construction Manager		Inspector		Paul - pcarton@sandi.net
2011	Palomar Community College District 1140 West Mission Rd., San Marcos, CA 92069	CM-14-10-PLNT: Planetarium 1140 West Mission Rd., San Marcos, CA 92069	\$1,605,246.58	Scott Stities	(858) 815-2470			Scott - SStities@swinerton.com
				Swinerton Project Manager				
2011	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	B10.054 Grossmont College Bldg. 36 Restrooms Remodel 1755 Rowan St., San Diego, CA 92105	\$222,355.89	Ken Emmons	(619) 644-7055	Al Di Donato	(619) 299-4210	Ken - kemmons@gafcon.com
				Gafcon Project Manager		Architect (Di Donato Associates)		Al - al@dda-arch.com
2011	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	B09.050 Cuyamaca College LRC Expansion (Drywall & Doors) 900 Rancho San Diego Parkway, El Cajon CA 92019	\$321,519.72	Zack Knipe	(858) 777-1984			Zach - zachary_knipe@rsconst.com
				Rudolph & Sletten Project Manager				
2011	Grossmont Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020	B09.048 Cuyamaca College LRC Expansion (Demolition) 900 Rancho San Diego Parkway, El Cajon CA 92019	\$202,736.00	Zack Knipe	(858) 777-1984			Zach - zachary_knipe@rsconst.com
				Rudolph & Sletten Project Manager				
2010	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Replacement of Portable Bldg.s at Rowan CDC 1755 Rowan St., San Diego, CA 92105	\$686,260.05	Jeff Hudson	(858) 637-3500	Victor Guidici	(949) 701-4040	Jeff - jhudson@sandi.net
				SDUSD Const. Manager		Architect (LPA)		
2010	Grossmont Union High School District 1100 Murray Dr., El Cajon, CA 92020	Site Prep. for 8 Relocatable Bldgs. At Grossmont H.S. 1100 Murray Dr., El Cajon, CA 92020	\$204,999.00	Keith Houk	(858) 518-5594	Jason Falco	(619) 954 - 5219	Keith - khouk@tcco.com
				Turner Const. Manager		Turner Const. Project Manager		Jason - jfalco@tcco.com
2009	Grossmont Union High School District 1100 Murray Dr., El Cajon, CA 92020	Site Improv. for Special Ed Classrooms at El Cajon Valley H.S. 1035 East Madison Ave., El Cajon, CA 92020	\$738,634.00	Matt Gates	(619) 440-4316			Matt - mgates@ericksonhall.com
				Erickson-Hall Const. Manager				
2009	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	Garfield H.S. Culinary Arts Remodel and Lunch Court Shelter 1225 16th St., San Diego, CA 92101	\$1,951,753.00	Dave Machek	(619) 517-7131	Joe Cristilli	(619) 298-8344	Dave - dmachek@sandi.net
				SDUSD Const. Manager		Architect		Joe - joseph@gc-arch.com
2009	San Marcos Unified School District 255 Pico Ave., Ste. 250, San Marcos, CA 92078	SMUSD E.S. No. 2 Site Work and Installation of Pedestrian Bridge 653 Poinsettia Ave., Vista, CA 92081	\$1,037,140.00	Dave Christensen	(619) 696-5100	Michael Maryniwski	(619) 696-5100	Dave - dchristensen@cwdriver.com
				C.W. Driver Construction Manager		C.W. Driver Construction Manager		Michael - mmaryniwski@cwdriver.com
2009	City of El Cajon 200 East Main Street, El Cajon, CA 92020	Fire Station No. 9 Remodel 1301 N Marshall Drive, El Cajon, CA 92020	\$1,399,745.60	Matt Lyer	(619) 441-1796	Jim Nicoloff	(619) 523-3684	Matt - mlyer@ci-el-cajon.ca.us
				City of El Cajon Project Manager		Architect (Nicoloff & Associates)		Jim - jnicoloff@covad.net
2009	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	ADA Improvements at Mann Middle School 4345 54th St., San Diego, CA 92115	\$654,817.00	Carl Schneider	(619) 905-5522	RJ Maus	(619) 806-1796	Carl - cschneider@sandi.net
				SDUSD Const. Manager		Architect		RJ - rmaus1@san.rr.com
2008	City of National City 1243 National City Blvd. National City, CA 91950	Library Remodel for San Diego Rep. 200 East 12th St., National City, CA 91950	\$1,532,526.77	Leslie Wiegend	(858) 413-2400	Jeff Katz	(619) 698-6309	Leslie - anthony@jeffkatzarchitecture.com
				Infrastructure Eng. Corp. CM		Architect		Jeff - jeff@jeffkatzarchitecture.com
2008	San Diego Unified School District 4860 Ruffner St., San Diego, CA 92111	HVAC Upgrades in Media Center at Hoover High School 4474 El Cajon Blvd., San Diego, CA 92115	\$534,000.00	Jon Antelline	(619) 571-3123	Bryan Bauer	(619) 571-3120	
				SDUSD Const. Manager		SDUSD Inspector		

*More available upon request.

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
M.A. STEVENS CONSTRUCTION, INC.	1000002820	CSLB:504693	11/28/2014	06/30/2015

Next

Bid



PAL GENERAL ENGINEERING
5374 EASTGATE MALL
SAN DIEGO, CA 92121
License #916931 Class A

5011172024 15 JUN 22 PM 01:53
#8

(SEALED BID)
Lincoln Acres Pedestrian Ramps
Oracle Project No. 1018453
RFB 6729

County of San Diego
Dept. of Purchasing and Contracting
5560 Overland Avenue, Suite 270
San Diego, CA 92123
Bid Date: 1/22/15 @ 2:00 pm

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder Pal General Engineering, Inc.

Business Address 5374 Eastgate Mall, San Diego, CA 92121

Place of Residence San Diego, CA

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and N/A, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	\$3,500.00
2	Construction Site Management	LS	LS	LS	\$3,500.00
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	\$550.00	\$1,100.00
5	Clearing and Grubbing	LS	LS	LS	\$8,500.00
6	Roadway Excavation	60	CY	\$110.00	\$6,600.00
7	Minor Concrete (Curb and Gutter)	6	LF	\$250.00	\$1,500.00
8	Minor Concrete (Sidewalk)	1	CY	\$1,500.00	\$1,500.00
9	Minor Concrete (Curb Ramp) Type - A	23	CY	\$950.00	\$21,850.00
10	Minor Concrete (Curb Ramp) Type - B	3	CY	\$1,000.00	\$3,000.00
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	\$900.00	\$9,000.00
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	\$1,000.00	\$7,000.00
13	Minor Concrete (Cross Gutter)	15	CY	\$800.00	\$12,000.00
14	Plane Asphalt Concrete Pavement	90	SY	\$25.00	\$2,250.00
15	Asphalt Concrete, Type B	35	TON	\$550.00	\$19,250.00

Name of Bidder Pal General Engineering, Inc.

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	\$400.00	\$2,000.00
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	\$12.00	\$960.00
18	Paint Traffic Stripe (2-Coat)	360	LF	\$4.00	\$1,440.00
19	Preformed Thermoplastic Pavement Marking	710	SF	\$18.00	\$12,780.00
20	Paint Red Curb	23	LF	\$5.00	\$115.00
21	Temporary Concrete Washout (Portable)	LS	LS	LS	\$850.00
22	Temporary Fiber Rolls	300	LF	\$8.00	\$2,400.00
23	Temporary Gravel Bags	500	EA	\$3.00	\$1,500.00
24	Temporary Curb Inlet Filter Roll	100	LF	\$8.00	\$800.00
25	Erosion Control (Type D)	100	SY	\$35.00	3,500.00
26	Traffic Control	LS	LS	LS	\$3,600.00
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					\$137,995.00

Name of Bidder Pal General Engineering, INC.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

**CERTIFICATION OF COMPLIANCE WITH
EXECUTIVE ORDER 11246, AS AMENDED**

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: N/A

Small Business Enterprise (SBE)
Certification #: N/A

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

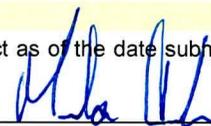
CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Marla Jahshan

Title: President

Company/Organization: Pal General Engineering, Inc.

Signature: 

Date: 1/21/15

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

Name of Bidder Pal General Engineering, Inc.

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
Pal General Engineering	1000004280	davep@palsd.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input checked="" type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input checked="" type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
Luzaich Striping Inc. dba LSI Road Marking	1000003495	estimating2@LSIroadmarking.com

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input checked="" type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALL/LATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS						

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: Pal General Engineering Inc. Marla Jahshan, President

Address and Zip Code: 5374 Eastgate Mall San Diego, CA 92121

Project Name: Lincoln Acres Pedestrian Ramps

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

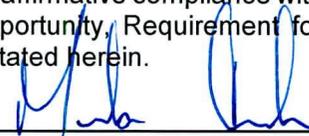
- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes (x) No () (If answer is yes, identify the most recent contract) _____
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes (x) No () (If answer is yes, identify the most recent contract) _____
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes (x) No () None Required ()
- 4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

<u>Pal General Engineering Inc.</u>		<u>1/21/15</u>
COMPANY NAME/LEGAL NAME	SIGNATURE OF BIDDER	DATE
<u>Marla Jahshan</u>	<u>President</u>	
PRINT OR TYPE NAME OF BIDDER	TITLE	

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

FOR: LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

Accompanying this proposal is Bid Bond

(NOTICE: Insert the words "cash (\$ _____)," "cashier's check," "certified check," or "bidder's bond," as the case may be.) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Pal General Engineering Inc
Marla Jahshan, President

Licensed in accordance with an act providing for the registration of Contractors,

License No. 916931 Classification (s) A Exp. Date 4/30/15

Warning – If an addendum or addenda have been issued by the County and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.

I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.

By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

SIGN
HERE
Pal General Engineering Inc.
(
(Legal Name of Bidder
(
(
(by Marla Jahshan (SEAL)
(Signature
(
(
(

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

Business address 5374 Eastgate Mall San Diego, Ca, 92121

Telephone (858) 638-7100 Fax (858) 638-7102

E-Mail address estimating@palsd.com

Dated January 21, 20 15, at San Diego California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we PAL General Engineering, Inc.
and Fidelity and Deposit Company of Maryland as Principal,
as Surety, are held and firmly bound unto the County of San Diego a
political subdivision of the State of California, hereinafter called the County, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid (10%)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on 1/22/2015 for
DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 20th day of January A.D. 2015...

(SEAL)	Fidelity and Deposit Company of Maryland	(SEAL)	PAL General Engineering, Inc.
(SEAL)	<i>M. C. Gaynor</i>	(SEAL)	<i>Marla Jahshan</i>
(SEAL)	Matthew C. Gaynor, Attorney-in-Fact	(SEAL)	Marla Jahshan, President
(SEAL)	Surety		Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
COUNTY OF) ss **SEE ATTACHED ACKNOWLEDGMENT**

On this day of in the year 20..... before me
..... a notary public in and for said County and State personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for Surety must be properly acknowledged. (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.
Notary Public In and for the County of State of California

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel FRAZEE, Kim VASQUEZ and Matthew C. GAYNOR, all of Santee, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of June, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 5th day of June, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20 day of January, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On January 20, 2015 before me, Kathy Scheuerman, Notary Public
(insert name and title of the officer)

personally appeared Matthew C. Gaynor,
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 Kathy Scheuerman (Seal)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

s.s.

On 01/22/2015 before me, James Zivkovic, Notary public

Name of Notary Public, Title

personally appeared Marla Jahshan

Name of Signer (1)

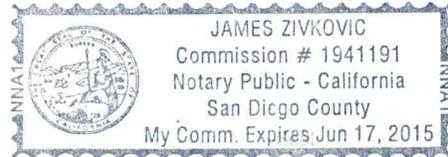
Name of Signer (2)

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]
Signature of Notary Public



OPTIONAL INFORMATION

Although not required by law, this section is intended to provide a means for the notary to record information that may be useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bidder's Bond

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)

**SECTION 3 – FORM A
(SUBMIT WITH BID)
CONTRACTOR**

**COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815**

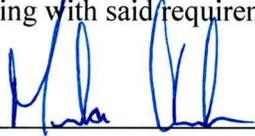
SECTION 3 BIDDER'S CERTIFICATION

Name of Company: Pal General Engineering Inc.

Address: 5374 Eastgate Mall San Diego, CA 92121

Project Title: Lincoln Acres Pedestrian Ramps Number: 6729

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer:  _____

Title of Officer: President

Date: 1/21/15

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCD use):
8.a. Contact Person:	8.b. Phone (include area code):	8.c. Email:

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

- | | |
|--|---|
| <p>1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer)</p> <p>_____</p> | <p>3. Number of persons in your household?</p> <p>_____</p> |
| <p>2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification)</p> | <p>4. What is the total combined annual income of all members of your household?</p> <p>_____</p> |

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature _____ Date _____

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant Pal General Engineering Inc.		Date
Signature of Authorized Certifying Official 		1/21/15
Title		President

DATE: 1/21/15

ORACLE PROJECT NO. 1018453

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: Lincoln Acres Pedestrian Ramps

BIDDER/OFFEROR: Pal General Engineering Inc. BIDDER/OFFEROR'S REPRESENTATIVE: Marla Jahshan

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
	N/A	N/A	N/A
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

	CALCULATION	ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\text{_____} \times 100 = \text{_____} \%$	3% *See DVBE and goal information sections to determine if goal required for this solicitation

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: Lincoln Acres Pedestrian Ramps

Oracle Project No. : 1018453

Bid/Offer No.: 6729

Bid/Offer Date: 1/22/15

Name of Contractor/Firm Submitting Bid/Offer:

Pal General Engineering Inc.

Please check off the following to insure you have included them in your documentation:

Documentation of "Good Faith Effort" (3 pages, including this page)

Attachment of any additional supporting documentation

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

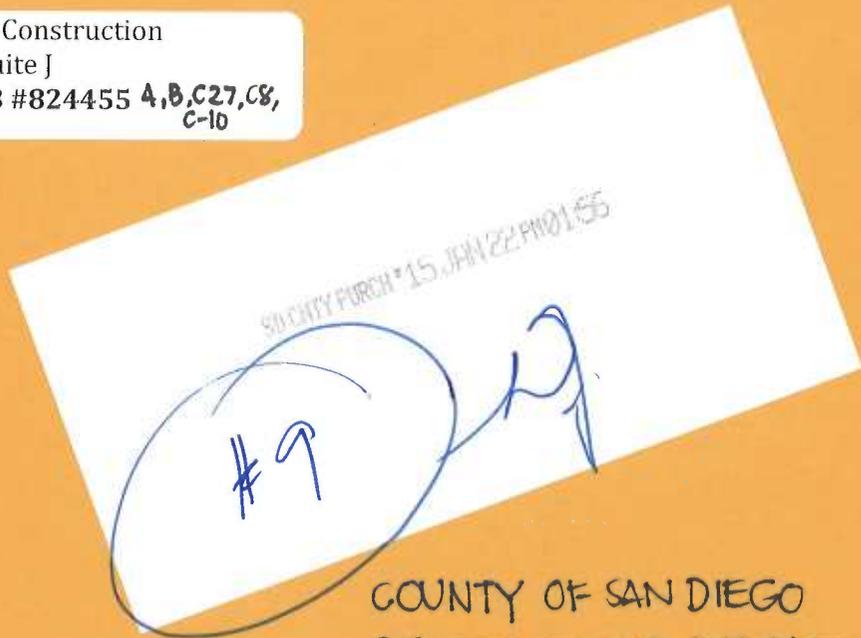
DVBE Solicitation Sample:

Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

Next

Bid

Blue Pacific Engineering & Construction
7330 Opportunity Road, Suite J
San Diego, CA 92111 CSLB #824455 4, B, C27, C8,
C-10



COUNTY OF SAN DIEGO
DEPARTMENT OF PURCHASING & CONTRACTING
5560 OVERLAND AVENUE
SUITE 270
SAN DIEGO, CALIFORNIA 92123

SEALED BID FOR: LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 101.8453

RFB 6729

PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PROPOSAL TO THE BOARD
FOR
LINCOLN ACRES PEDESTRIAN RAMPS
ORACLE PROJECT NO. 1018453

BID NO. 6729

**A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
A FEDERAL ASSISTANCE GRANT OF THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION
Business Address 7330 OPPORTUNITY ROAD, SUITE J
Place of Residence SAN DIEGO, CA 92111

LOCATION

The work to be performed under this Contract is located in the vicinity of Lincoln Acres, County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and the Special Provisions annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Amendments to said Standard Specifications contained in Part VI of these Contract Documents and the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents.

The work to be done is shown on plans entitled:

PLANS FOR
CONSTRUCTION OF
LINCOLN ACRES PEDESTRIAN
RAMP PROJECT
In the Vicinity of: LINCOLN ACRES

Approved: August 05, 2014.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

The County may deem non-responsive any bids that contain any mathematical errors.

BID SCHEDULE

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Prevention Program	LS	LS	LS	4000
2	Construction Site Management	LS	LS	LS	7000
3	BMP Shared Maintenance	2,500	DLR	1.00	2,500.00
4	Project Identification Sign	2	EA	1000	2000
5	Clearing and Grubbing	LS	LS	LS	10,000
6	Roadway Excavation	60	CY	120	7200
7	Minor Concrete (Curb and Gutter)	6	LF	100	600
8	Minor Concrete (Sidewalk)	1	CY	1000	1000
9	Minor Concrete (Curb Ramp) Type - A	23	CY	1100	3300 25300
10	Minor Concrete (Curb Ramp) Type - B	3	CY	1100	3300
11	Minor Concrete (Curb Ramp) Type - C, TYPE 1	10	CY	1100	11,000
12	Minor Concrete (Curb Ramp) Type - C, TYPE 2	7	CY	1100	7700
13	Minor Concrete (Cross Gutter)	15	CY	500	7500
14	Plane Asphalt Concrete Pavement	90	SY	35	3150
15	Asphalt Concrete, Type B	35	TON	300	10,500

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION

BID SCHEDULE (Continued)

(Oracle Project #1018453)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	Relocate Roadside Sign (One Post)	5	EA	190	950
17	Remove Paint Traffic Stripe and Pavement Marking	80	SF	6.25	500
18	Paint Traffic Stripe (2-Coat)	360	LF	1.10	396
19	Preformed Thermoplastic Pavement Marking	710	SF	16.25	11,537.50
20	Paint Red Curb	23	LF	1.25	28.75
21	Temporary Concrete Washout (Portable)	LS	LS	LS	1500
22	Temporary Fiber Rolls	300	LF	4	1200
23	Temporary Gravel Bags	500	EA	4	2000
24	Temporary Curb Inlet Filter Roll	100	LF	6	600
25	Erosion Control (Type D)	100	SY	12	1200
26	Traffic Control	LS	LS	LS	6000
27	Field Orders	5,000	DLR	1.00	5,000.00
TOTAL BID					133,662.25

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, adjusted for Section 3 preferences, if any, for the Total Bid, subject to the Owner's right to reject any or all bids, and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced or the submittal is incomplete may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors.**

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

PROHIBITED CONTRACTS CERTIFICATION

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of Section 67 of the San Diego County Administrative Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

EACH BIDDER/OFFER, CONTRACTOR OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER OR BY SIGNING OR OTHERWISE ACCEPTING A CONTRACT OR SUBCONTRACT.

DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

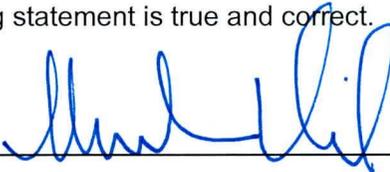
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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

State of California)
) ss.
)
County of San Diego)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, (Name) SHAHRAM ELIHU, being first duly sworn, deposes and says that he or she is (Title) OWNER of (Company) BLUE PACIFIC ENGINEERING & CONSTRUCTION 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 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.

I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.

SIGNATURE OF BIDDER 

DATE JAN. 22, 2015

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

- 3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No
- 3.2. Are you a local business with a physical address within the County of San Diego? Yes No
- 3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: N/A
 Small Business Enterprise (SBE)
Certification #: 1790131
See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

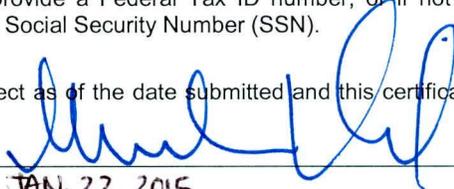
By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: SHAHRAM ELIHU
Title: OWNER
Company/Organization: BLUE PACIFIC ENGINEERING & CONSTRUCTION

Signature: 
Date: JAN. 22, 2015

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DESIGNATION OF SUBCONTRACTORS

Set forth below is the completed Designation of Subcontractors form listing whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except 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 in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected **by the prime contractor within 24 hours after bid opening** by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted **by all bidders within two business days of bid opening** by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

Name of Bidder BLUE PACIFIC ENGINEERING & CONSTRUCTION

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
BLUE PACIFIC ENGINEERING & CONSTRUCTION		SELIHU@BLUEPACIFICENG.COM

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input checked="" type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input checked="" type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>
STATEWIDE STRIPES, INC.	1000001334	MATT@STATEWIDESTRIPES.COM

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input checked="" type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input checked="" type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

Photocopy this form for additional subcontractors.

EMPLOYMENT AND CONTRACTING CERTIFICATIONS
(TO BE SUBMITTED WITH BID PACKAGE)

Bidder's Name and Title: BLUE PACIFIC ENGINEERING & CONSTRUCTION, OWNER

Address and Zip Code: 7330 OPPORTUNITY ROAD, SUITE J, SAN DIEGO, CALIFORNIA 92111

Project Name: LINCOLN ACRES PEDESTRIAN RAMPS

(A) FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of the Fair Employment Practices Agreement.
2. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The contractor will permit access to his records of employment, employment advertisements, applicant forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate employee, department or agency of the County of San Diego, or the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices provisions of the contract.
4. A finding of willful violation of any of the Fair Employment Practices provisions of this contract or of the California Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating of the Contractor.

The awarding authority shall deem a finding of willful violation of the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order or obtained an injunction under Government Code Section 12900 et seq.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, the pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the Awarding Authority forfeit, for each calendar day, or portion thereof, for each person who has denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment Practices Agreement shall be construed in any manner or fashion so as to prevent awarding authority of the County of San Diego from pursuing any other remedies that may be available at law.
7. Fair Employment Practices Certification: Prior to entering into a written contract with the County of San Diego, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The contractor will file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force that has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.
- 9. The form of certificate as shown below must be executed at the time of submitting the proposal and thereupon this agreement and certificate shall become part of the Contract Documents.

(B) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order 11246 (3CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted. Compliance reports were required to be filed in connection with such contract or subcontract.

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No () (If answer is yes, identify the most recent contract) SANDAY BAY SHORE BIKEWAY SEGMENT 4
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No () (If answer is yes, identify the most recent contract) SAME AS ABOVE
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No () None Required ()
- 4. If answer to item 3 is "No", please explain in detail below.

(C) CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS

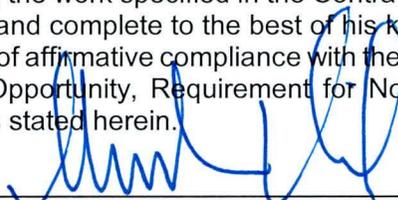
The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction 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 rooms, 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 construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods), he 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 the he will retain such certifications in his files.

TO THE COUNTY OF SAN DIEGO:

The undersigned in submitting a bid for performing the work specified in the Contract Documents, hereby certifies that the information above is true and complete to the best of his knowledge and belief and that he has or will meet all the standards of affirmative compliance with the California Fair Employment Practices Act, Equal Employment Opportunity, Requirement for Non-Segregated Facilities, and such additional requirements are as stated herein.

BLUE PACIFIC ENGINEERING & CONSTRUCTION
COMPANY NAME/LEGAL NAME

SHAHRAM ELIHU
PRINT OR TYPE NAME OF BIDDER


SIGNATURE OF BIDDER

OWNER
TITLE

1/22/15
DATE

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

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we... BLUE PACIFIC ENGINEERING & CONSTRUCTION
..... as Principal,
and... NORTH AMERICAN SPECIALTY INSURANCE COMPANY
..... as Surety, are held and firmly bound unto the COUNTY OF SAN DIEGO a
political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF
THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work
described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of... TEN PERCENT OF GREATER AMOUNT BID

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction
specifically described as follows, for which bids are to be opened on JANUARY 22, 2015 for
DATE

LINCOLN ACRES PEDESTRIAN RAMPS; ORACLE NO. 1018453

NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the
opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified
therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a
written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the
County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law,
then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs
incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 20TH day of JANUARY, A.D. 2015.

NORTH AMERICAN SPECIALTY AND INSURANCE COMPANY (SEAL) BLUE PACIFIC ENGINEERING & CONSTRUCTION
(SEAL) BY: *Mark D. Iatarola* (SEAL) BY: *[Signature]*
(SEAL) MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)
(SEAL)

Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
COUNTY OF) ss
On this day of in the year 20..... before
me

..... a notary public in and for said County and State personally
appeared known to me (or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the the
corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto
as Surety, and his own name as attorney-in-fact.

NOTE: (a) Signature of those executing for
Surety must be properly acknowledged. Notary Public In and for the County of
(b) The Attorney-in-fact must attach
a certified copy of Power of Attorney. State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 1/20/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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 Michelle M. Basuil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLEND A. J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



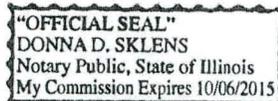
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of JANUARY, 2015.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego }

On January 22, 2013 before me, Margarita Amine, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Shahram Elihu
Name(s) of Signer(s)

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: Margarita Amine
Signature of Notary Public

Place Notary Seal 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

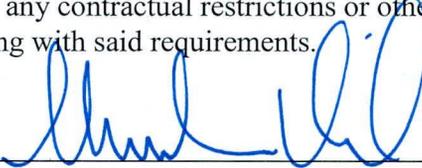
SECTION 3 BIDDER'S CERTIFICATION

Name of Company: BLUE PACIFIC ENGINEERING & CONSTRUCTION

Address: 7330 OPPORTUNITY ROAD, SUITE J, SAN DIEGO, CALIFORNIA 92111

Project Title: LINCOLN ACRES PEDESTRIAN RAMPS Number: RFB 6729

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above-cited project, said requirements being known as the Section 3 clauses found in 24 CFR 135, and that neither the project, nor the company, are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature of Company Officer: 

Title of Officer: OWNER

Date: JANUARY 22, 2015

SECTION 3 – FORM B
(SUBMIT WITH BID)
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

To be completed by contractors during the bidding process

1. Contractor Name and Address: BLUE PACIFIC ENGINEERING & CONSTRUCTION 7330 OPPORTUNITY ROAD, STE J SAN DIEGO, CA 92111	2. County Contract No.: ORACLE PROJECT NO. 1018453	3. Dollar Amount of Contract: \$133602.25
	4. Contact Person: SHAHRAM ELIHU	5. Phone (include area code): (858) 956-1456
	6. Reporting Period:	7. Date Report Submitted:
8. Project Name: LINCOLN ACRES PEDESTRIAN RAMPS		9. HUD No. (HCD use):
10. Person Completing Form (if different from item 4 above): SAME AS ABOVE	11. Phone (if different from item 5 above): SAME AS ABOVE	12. Email: SELIHU@BLUEPACIFICENG.COM

EMPLOYMENT AND TRAINING

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents*
Professionals	1	1		1
Technicians				
Office/Clerical	2	2		2
Construction by Trade (List)				
Trade: MASON	6	5	1	6
Trade: EQUIP. OPERATOR	2	2		2
Trade:				
Trade:				
Other (List)				

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

SECTION 3 – FORM D
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION OF SECTION 3 BUSINESS

To be completed by contractor or subcontractor.

1. Contractor Name and Address: BLUE PACIFIC ENGINEERING & CONSTRUCTION 7330 OPPORTUNITY RD, STE J SAN DIEGO, CA 92111	2. Contractor License Number: 824455	3. County Contract Number: ORACLE PROJ # 1018453
	4. Dollar Amount of Contract: \$133,662.25	5. Reporting Period:
	6. Project Name: LINCOLN ACRES PED. RAMPS	7. HUD No. (HCD use):
8.a. Contact Person: SHAHRA MELIHU	8.b. Phone (include area code): (858) 956-1456	8.c. Email: SELIHU@BLUEPACIFICENG.COM
9. Person Completing Form (if different from item 8.a. above): SAME AS ABOVE	9.b. Phone (if different from item 8.b. above): SAME AS ABOVE	9.c. Email (if different from 8.c. above): SAME AS ABOVE

Type of Business:

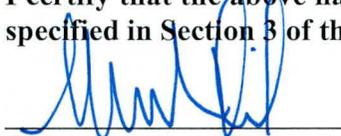
- Corporation Partnership
 Sole Proprietorship Joint Venture

IS THE BUSINESS A SECTION 3 BUSINESS? YES NO

Qualifying Basis:

- 51 percent owned by Section 3 resident*; or
- Permanent, full-time employees include at least 30 percent Section 3 low-income residents; or
- Written commitment to subcontract more than 25 percent of dollar award from San Diego County to business concerns who meet the above number 1 or 2 Section 3 qualifications.

I certify that the above named Business is a Section 3 Business and meets the requirements specified in Section 3 of the Housing and Urban Development Act of 1968.

 _____ **SHAHRA MELIHU** _____ **OWNER** _____ **1/22/15** _____
 Signature Print Name Title Date

*Section 3 Resident: Public housing resident or resident of San Diego County (preferably, but not necessarily, of the immediate or extended area served by the HUD-funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

SECTION 3 – FORM E
CONTRACTOR

COUNTY OF SAN DIEGO
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
3989 RUFFIN ROAD
SAN DIEGO, CA 92123-1815

SECTION 3 CERTIFICATION FOR SECTION 3 RESIDENT

To be completed by employees working on Section 3-covered project.

1. Contractor Name and Address:	2. Contractor License Number:	3. County Contract Number:
	4. Dollar Amount of Contract:	5. Reporting Period:
	6. Project Name:	7. HUD No. (HCD use):
	8.a. Contact Person:	8.b. Phone (include area code):
		8.c. Email:

This project received federal funds from the U.S. Department of Housing and Urban Development. Your cooperation in filling out this form is requested in order to determine whether you qualify as a Section 3 employee or owner of a Section 3 business. The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and economic opportunities generated by HUD dollars are directed, when feasible, to lower income persons.

- | | |
|--|---|
| <p>1. What is your hire date (Month/ Day/ Year)?
(May be completed/verified by employer)</p> <p>_____</p> | <p>3. Number of persons in your household?</p> <p>_____</p> |
| <p>2. Please circle the appropriate job category.
1 = Business Owner/ Professional
2 = Technicians
3 = Office/Clerical
4 = Construction
(If construction, specify trade/ classification)</p> | <p>4. What is the total combined annual income of all members of your household?</p> <p>_____</p> |

Name (Print): _____

Address of Household: _____

Telephone Number: _____

Email Address: _____

Employee's Signature _____ Date _____

The information provided on this form may be subject to verification by responsible local and federal agencies. Please be aware there may be a penalty for falsifying information provided here.

SECTION 3 CHART—INCOME LIMITS

2013 HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY								
The following are lower income limits adjusted for family size.								
	FAMILY SIZE							
Low- Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% of Area Median Income	\$44,200	\$50,500	\$56,800	\$63,100	\$68,150	\$73,200	\$78,250	\$83,300

Note: HUD sets the income limits, which are updated annually. Contact HCD for the most current income limits or visit www.huduser.org/portal/datasets/il.html.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant BLUE PACIFIC ENGR & CONST.		Date 1/22/15
Signature of Authorized Certifying Official 		Title OWNER

DATE: 1/22/2015

ORACLE PROJECT NO. 1018453

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION

PROJECT TITLE: LINCOLN ACRES PEDESTRIAN RAMPS

BIDDER/OFFEROR: BLUE PACIFIC ENG. & CONST. BIDDER/OFFEROR'S REPRESENTATIVE: SHAHRAM ELIHI

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR) TO BE USED AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL

CALCULATION		ESTABLISHED GOAL
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid}} \times 100 = \text{Percent of Utilization}$ $\text{_____} \times 100 = \text{_____}\%$	3% *See DVBE and goal information sections to determine if goal required for this solicitation

PART IIA

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY ALL
BIDDERS WHO FAIL TO MEET A DVBE GOAL FOR PUBLIC WORK PROJECTS
ESTIMATED (BY THE COUNTY) TO BE BETWEEN \$500,000 AND \$1MILLION**

**(SHALL BE SUBMITTED BY E-MAIL TO THE PROCUREMENT
CONTRACTING OFFICER LISTED AS CONTACT FOR THIS RFB
WITHIN TWO (2) BUSINESS DAYS OF THE BID OPENING)**

(Bidders are cautioned that even if their BIDDER DVBE INFORMATION form (page 2-19) indicates the stated DVBE participation has been met, all bidders should still consider submitting Documentation of Good Faith Effort. Submittal of satisfactory Documentation of Good Faith Effort will protect eligibility for award of a contract in the event the County, in its review, finds that the stated DVBE participation has not been met.)

COUNTY OF SAN DIEGO

Disabled Veteran Business Enterprise (DVBE)
"Good Faith Effort" Package

Documentation of Good Faith Effort

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two (2) business days of Bid opening or the bid may be deemed non-responsive.

Project Title: LINCOLN ACRES PEDESTRIAN RAMPS

Oracle Project No. : 1018453

Bid/Offer No.: 6729

Bid/Offer Date: 1/22/2015

Name of Contractor/Firm Submitting Bid/Offer:

BLUE PACIFIC ENGINEERING & CONSTRUCTION

Please check off the following to insure you have included them in your documentation:

Documentation of "Good Faith Effort" (3 pages, including this page)

Attachment of any additional supporting documentation

DOCUMENTATION OF GOOD FAITH EFFORT

List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

Certified DVBE Firm Name and Certification No.	Date and Method of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Solicitations

DVBE Solicitation Sample:
Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

