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**AGENDA FOR THE CONCURRENT REGULAR MEETINGS OF
THE CITY COUNCIL OF THE CITY OF COMMERCE AND
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION
COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

TUESDAY, NOVEMBER 1, 2011 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Aguilar

PLEDGE OF ALLEGIANCE

Loretta Gutierrez
Interim Director of Community Services

INVOCATION

Councilmember/Commission Robles

ROLL CALL

City Clerk/Assistant Secretary Olivieri

APPEARANCES AND PRESENTATIONS

PUBLIC COMMENT

Citizens wishing to address the City Council/Commission on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Commission from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Commission may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Commission. Request to address City Council/Commission cards are provided by the City Clerk/Assistant Secretary. If you wish to address the City Council/Commission at this time, please complete a speaker's card and give it to the City Clerk/Assistant Secretary prior to commencement of the City Council/Commission meeting. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

To increase the effectiveness of the Public Comment Period, the following rules shall be followed:

No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.

CITY COUNCIL/COMMISSION REPORTS

CONSENT CALENDAR

Items under the Consent Calendar are considered to be routine and may be enacted by one motion. Each item has backup information included with the agenda, and should any Councilmember/Commissioner desire to consider any item separately he/she should so indicate to the Mayor/Chairperson. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

1. Approval of Minutes

The **City Council and Commission** will consider for approval, respectively, the minutes of the Concurrent Regular Meetings of Tuesday, October 18, 2011, held at 6:30 p.m.; Adjourned Regular Meeting of Monday, October 24, 2011, held at 5:30 p.m. [Council only] and Adjourned Regular Meeting of Tuesday, October 25, 2011, held at 6:30 p.m. [Council only].

2. Approval of Warrant Register No. 9

The **City Council and Commission** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 9A, dated November 1, 2011, and No. 9B, for the period October 19, 2011, to October 27, 2011.

3. Commendation – Montebello-Commerce YMCA's 100th Anniversary

The **City Council** will consider for approval a Commendation honoring the Montebello-Commerce YMCA on the occasion of its 100th Anniversary.

4. Support of Federal Legislation: S. 759 (Boxer): The Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2011

At the request of Mayor Aguilar, the **City Council** will consider for approval a formal position letter in support of the Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2011.

S. 759 seeks to solve a long-standing mining dispute between the City of Santa Clarita and the international mining company CEMEX USA regarding sand and gravel mining in Soledad Canyon.

5. A Resolution of the City Council of the City of Commerce, California, Requesting that the California State Joint Legislative Audit Committee (JLAC) Identify the Central Basin Municipal Water District as a High-risk Government Agency and Direct the State Auditor to Conduct an Audit of the Agency's Practices

AB 187 (Lara) authorizes the State Auditor to establish a high-risk government agency audit program, which provides for the identification and subsequent audit of government agencies considered high-risk for potential waste, fraud, abuse and mismanagement. The Southeast Water Coalition and Central Basin Water Association believe that the Central Basin Municipal Water District meets the criteria of a high-risk agency.

The **City Council** will consider for approval and adoption a proposed Resolution requesting that the California State Joint Legislative Audit Committee (JLAC) identify the Central Basin Municipal Water District as a

CONCURRENT REGULAR COUNCIL/CDC AGENDA

11/1/11 – 6:30 p.m.

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high-risk government agency in accordance with the provisions of AB 187 and direct the State Auditor to conduct an audit of the agency's practices.

6. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement for Cash Contract No. 1105 – Council Chambers ADA Improvements [Project No. 601358-09 Community Development Block Grant (CDBG) Program] with CALTEC Corporation of Westminster, California; and Rejecting all Other Bids and Approval of Temporary Relocation of Regular Meetings

The **City Council** will consider for approval and adoption a proposed Resolution approving an agreement for Cash Contract No. 1105 – Council Chambers ADA Improvements [Project No. 601358-09 Community Development Block Grant (CDBG) Program] with CALTEC Corporation of Westminster, California; and rejecting all other bids.

Further, the **City Council and Commission** will consider for approval the temporary relocation of the regularly scheduled meetings from December 20, 2011, through February 21, 2012, to the Senior Center.

7. A Resolution of the City Council of the City of Commerce, California Authorizing and Ratifying the Execution of an Agreement Between the City, Willdan Engineering and Oxy USA, Inc. for Special Construction and Inspection Services

The City received a request from Oxy USA, Inc. for the installation of an oil pipeline. The project requires special construction inspection and testing services that need to be provided by a consultant with particular expertise. The City requires that Oxy pay for such services and has requested that Oxy identify a qualified consultant. A proposal was received from Willdan Engineering and staff believes that this consultant is qualified to provide the required services for the project.

The **City Council** will consider for approval and adoption a proposed Resolution authorizing and ratifying the execution of an agreement between the City, Willdan Engineering and Oxy USA, Inc. for special construction and inspection services required for the subject oil pipeline project.

SCHEDULED MATTERS

ORDINANCES AND RESOLUTIONS

8. A Resolution of the City Council of the City of Commerce, California, Approving the First Amendment to the May 5, 2009, Services Agreement Between the City of Commerce and Onward Engineering Inc.

The **City Council** will consider for approval and adoption a proposed Resolution approving the First Amendment to the Professional Services Agreement between the City of Commerce and Onward Engineering for Engineering and Construction Management Services for the Rosini and Rosewood Neighborhood Project Areas I and II and Bristow Park Neighborhood Rehabilitation Project.

The First Amendment replaces Exhibit A to the Professional Services Agreement setting forth the new Scope of Services and Fees.

PUBLIC HEARINGS

CIP PROGRESS REPORT

LEGISLATIVE UPDATE

I-710 LOCAL ADVISORY COMMITTEE UPDATE

RECESS TO CLOSED SESSION

9. Pursuant to Government Code §54956.9(b),
 - A. The **City Council** will confer with its legal counsel, and take the appropriate action, with respect to significant exposure to litigation in two potential cases.

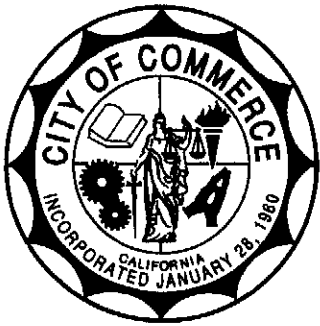
10. Pursuant to Government Code §54957
 - A. The **City Council** will conduct a performance evaluation of the Interim Director of Community Services.
 - B. The **City Council** will conduct a performance evaluation of the Interim Director of Library Services.

11. Pursuant to Government Code §54957.6,
 - A. The **City Council** will confer with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to the Memorandum of Understanding between the City and the City of Commerce Employees Association on behalf of the mid-management and non-management full-time employees.

ADJOURNMENT

Adjourn in memory of Joan Guzman, long-time Commerce resident, and Rosaura J. Yriate, long-time Commerce resident.

**LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST
FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY,
8:00 A.M. - 6:00 P.M.**



AGENDA REPORT

Meeting date: November 1, 2011

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Commendation - Honoring Montebello-Commerce YMCA on the Occasion of its 100th Anniversary

RECOMMENDATION:

Approve the Commendation.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

The City Council will consider approving a commendation honoring the Montebello-Commerce YMCA on the occasion of its 100th anniversary. The Commendation will be presented at the Montebello-Commerce YMCA's dinner event on November 7, 2011.

Since 1911 the organization has developed programs and services that benefit area youth and families. The Montebello-Commerce YMCA Preschool and Child Development Center, established in 2003, is located in Commerce.

FISCAL IMPACT:

This activity can be carried out without additional impact on the current operating budget.

RELATIONSHIP TO STRATEGIC GOALS:

This item does not relate to a specific goal.

Fiscal Impact Reviewed by:

Vilko Domic
Director of Finance

Respectfully Submitted,

Jorge Rifa
City Administrator

Approved as to Form:

Eduardo Olivo
City Attorney

COMMENDATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
HONORING
THE MONTEBELLO-COMMERCE YMCA
ON THE OCCASION OF ITS 100TH ANNIVERSARY

WHEREAS, The Montebello-Commerce YMCA was established in 1911 as the LA Athletic Field and now, a century later, is celebrating its 100th anniversary; and

WHEREAS, The Montebello-Commerce YMCA, has, since its inception, worked to build a better world by cultivating healthy children, families, and communities; and

WHEREAS, The Montebello-Commerce YMCA faithfully serves more than 7,000 members in Montebello, Commerce and surrounding areas; and

WHEREAS, The Montebello-Commerce YMCA works to meet the needs of children and families, providing before-and after-school child care for more than 125 children a day; and

WHEREAS, The Montebello-Commerce YMCA has established a network of licensed child care programs in the region, which include a child care program at Wilcox Elementary School, an after-school enrichment site at Greenwood Elementary School and a preschool on the campus of Rosewood Park Elementary School in Commerce; and

WHEREAS, The Montebello-Commerce YMCA is dedicated to promoting healthy living with programs such as Healthy Kids Day, the Senior Health Fair and Kids Fit; and

WHEREAS, The Montebello-Commerce YMCA's Youth Sports Program serves more than 1000 children; and

WHEREAS, The Montebello-Commerce YMCA inspires individuals to learn new skills, try new activities, explore other cultures and contribute to their community; and

WHEREAS, The Montebello-Commerce YMCA helps strengthen the community by making sure that everyone, regardless of age, income or background has the opportunity to learn, grow and flourish:

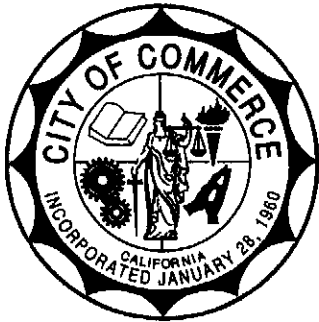
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE COMMENDS AND CONGRATULATES THE MONTEBELLO-COMMERCE YMCA ON ITS CENTENNIAL ANNIVERSARY. WE APPRECIATE THE YMCA'S DEDICATION AND COMMITMENT TO HELPING CHILDREN AND FAMILIES THRIVE IN MONTBELLO, COMMERCE AND SURROUNDING COMMUNITIES AND ARE PLEASED TO SUPPORT SUCH A SUCCESSFUL AND VITAL ORGANIZATION.

Signed this 1st day of November 2011

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

MEETING DATE: November 1, 2011

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Support of Federal Legislation: S. 759 (Boxer): The Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2011

RECOMMENDATION:

At the request of Mayor Aguilar, the City Council will consider for approval a formal position letter in support of S. 759 (Boxer), the Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2011.

MOTION:

City Council discretion.

BACKGROUND/ANALYSIS:

On April 7, 2011, United States Senator Barbara Boxer (D-CA) introduced S. 759, the Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2011. This bill has resulted from a collaborative effort between the City of Santa Clarita, CEMEX, City of Victorville, County of San Bernardino and Senator Boxer to resolve the 12 year old dispute between the City of Santa Clarita and CEMEX regarding sand and gravel mining in Soledad Canyon.

According to the City of Santa Clarita, the United States Bureau of Land Management (BLM) has issued two, ten-year consecutive contracts to CEMEX, USA for purposes of mining 56,000,000 tons net of sand and gravel in the Soledad Canyon area, immediately east of the City of Santa Clarita. The proposed mining site involves surface estate owned by the City of Santa Clarita, with sub-surface mineral rights owned by the Bureau of Land Management.

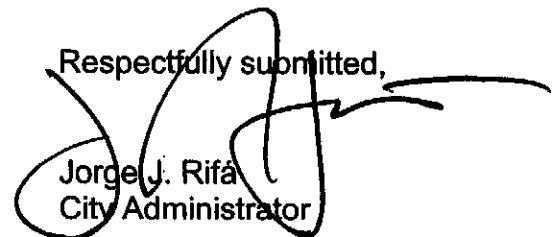
In January 2007, the City of Santa Clarita and CEMEX entered into a "truce" agreement, with the specific purpose of both entities focusing their efforts on seeking a mutually agreeable solution to their dispute. Over the past four years, the City and CEMEX have worked cooperatively with each other in developing legislation to resolve the dispute. During the past few months, both parties have been working closely with Senator Boxer's staff in developing bill language and a strategy designed to secure passage of the legislation during the 112th Congress.

FISCAL IMPACT:


This activity can be carried out without additional impact on the current operating budget.

Fiscal Impact Reviewed by:


Vilko Domic
Director of Finance

Respectfully submitted,

Jorge J. Rifá
City Administrator

Approved As To Form:


Eduardo Olivo
City Attorney



CITY OF COMMERCE

Joe Aguilar
Mayor

Tina Baca Del Rio
Mayor Pro Tem

Robert C. Fierro
Councilmember

Lilia R. Leon
Councilmember

Denise M. Robles
Councilmember

November 1, 2011

The Honorable Barbara Boxer
United States Senate
112 Hart Senate Office Building
Constitution Ave & 2nd St. NE
Washington DC, 20510

Re: Federal Legislation: S. 759: The Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2011- **LETTER OF SUPPORT**

Dear Senator Boxer:

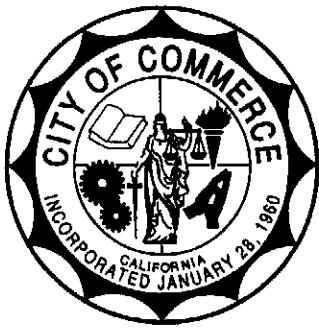
On behalf of the City of Commerce City Council, I write to communicate the City's formal support of S. 759, the Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2011.

It's our understanding that S. 759 seeks to solve the long-standing mining dispute between the City of Santa Clarita and the international mining company CEMEX USA. We believe this bill is crucial for Santa Clarita because it serves as an opportunity to resolve this mining dispute fairly productively, and in a way that meets the needs of the public, CEMEX, local businesses and the environment.

We thank you for your consideration, and are hopeful that this legislation will be approved.

Sincerely,

Joe Aguilar
Mayor
City of Commerce



AGENDA REPORT

DATE: November 1, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, REQUESTING THAT THE CALIFORNIA STATE JOINT LEGISLATIVE AUDIT COMMITTEE (JLAC) IDENTIFY THE CENTRAL BASIN MUNICIPAL WATER DISTRICT AS A HIGH-RISK GOVERNMENT AGENCY AND DIRECT THE STATE AUDITOR TO CONDUCT AN AUDIT OF THE AGENCY'S PRACTICES

RECOMMENDATION:

Approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

In September 2011, the Governor signed AB 187 (Lara) into law. This legislation authorizes the State Auditor to establish a high-risk government agency audit program, which provides for the identification and subsequent audit of government agencies considered high risk for potential waste, fraud, abuse and mismanagement. The Southeast Water Coalition and Central Basin Water Association believe the Central Basin Municipal Water District (District) meets the criteria of a high-risk agency.

In the past four years the District has repeatedly made efforts to expand its authority in order to assume overall control of the Central Groundwater Basin. Litigation filed by the District since 2008 has resulted in an estimated legal expense to all parties of approximately \$10 to \$12 million. Through these lawsuits, the District has attempted to expand its own domain and has delayed the implementation of beneficial programs such as conjunctive use of the groundwater basin. The intent of the most recent environmental study is to take control of the storage space in the Central Groundwater Basin.

Despite the concerns of many of its member agencies, the District appears unconcerned about the need for accountability and transparency relating to questionable expenditures including potential conflicts of interest, budget unsupported by true costs of providing service, process of awarding contracts, and district staffing and consulting contracts—big on public relations, low on water expertise. Yet the District continues to increase its surcharge on import water supplies for groundwater recharge, which increase groundwater costs to local agencies and higher retail water rates. These increases in the surcharge are not supported by a cost of service analysis. Surcharge fees have increased from \$5.00 per acre foot in 1991 to \$90 per acre foot in 2011, averaging a 20% annual increase each and every year for the past 20 years.

The attached resolution requests that the Joint Legislative Audit Committee (JLAC) identify the District as a high-risk agency and that the JLAC direct the State Auditor to conduct a thorough audit of the District's business practices.

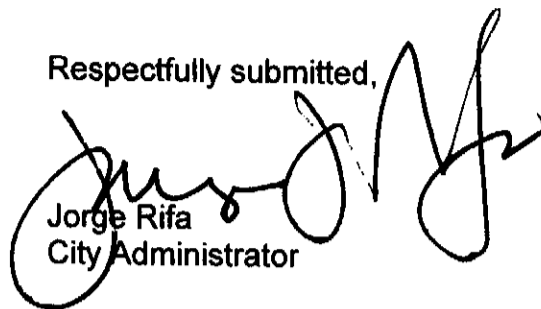
FISCAL IMPACT:

This activity can be carried out at this time without additional impact on the current operating budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

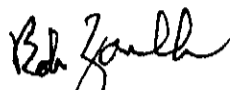
This agenda report item complies with Goal #2 – *Protect and Enhance Quality of Life in the City of Commerce* by ensuring the availability of drinking water at the most effective cost for all Commerce water customers.

Respectfully submitted,



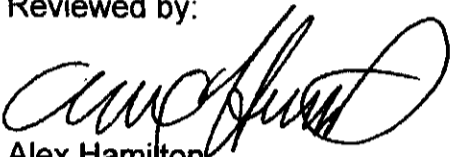
Jorge Rifa
City Administrator

Recommended by:



Bob Zarrilli
Director of Community Development

Reviewed by:



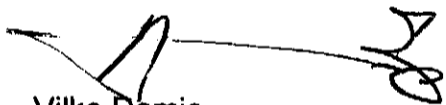
Alex Hamilton
Assistant Director of Community Development

Prepared by:



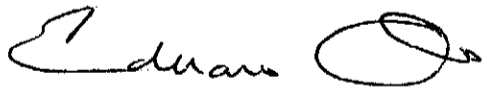
Gina Nila
Environmental Services Manager

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING REQUESTING THE STATE OF CALIFORNIA JOINT LEGISLATIVE AUDIT COMMITTEE (JLAC) TO IDENTIFY THE CENTRAL BASIN MUNICIPAL WATER DISTRICT AS A HIGH RISK GOVERNMENT AGENCY AND THAT THE JLAC DIRECT THE STATE AUDITOR TO CONDUCT AN AUDIT OF THE AGENCY'S PRACTICES

WHEREAS, the Central Basin Municipal Water District ("District") delivers imported and recycled water to a portion of the Central Basin of Los Angeles County in southeast Los Angeles County; and

WHEREAS, the District has increased its water rates by 125% since 2009 and during that same period has more than doubled its surcharges on water purchased by customers, resulting in a \$90 per acre foot surcharge for Fiscal Year 2012; and

WHEREAS, that surcharge is also imposed on water purchased for replenishment and therefore all entities that pump groundwater in both the Central and West Coast Basins pay that surcharge, whether or not they purchase water directly from the District; and

WHEREAS, the District has not provided the agencies it serves with a cost-of-service analysis to support increases in rates and surcharges; and

WHEREAS, the lack of transparency in the District's budget development and adoption process makes it impossible to know exactly how the money generated by rates and surcharges is actually spent; and

WHEREAS, the management and Board actions of the District have raised questions of possible misappropriation of funds, the impermissible expenditure of public money for personal benefit, conflicts of interest in the award of contracts, the use of rate-payer money to distribute "fabricated" news and other improper and possibly unlawful practices; and

WHEREAS, the District in the last three years has filed six lawsuits against the Metropolitan Water District of Southern California, its water supplier, the Water Replenishment District of Southern California, its largest customer, and the groundwater producers in the Central Basin; and

WHEREAS, the District refuses to disclose the costs of such litigation, while an estimated \$10 million has been spent by its customers to pay both the District's legal costs and the costs to defend against the District's litigation; and

WHEREAS, the District has undertaken an expensive recycled water project without executed customer contracts, in violation of a key recommendation from the 2001 State Audit of the District's recycled water program; and

WHEREAS, the Central Basin Water Association, the Southeast Water Coalition and the West Basin Water Association, representing all retail water suppliers and groundwater producers in the 430-square mile area encompassing the Central and West Coast Basins of the Los Angeles Coastal Plain, have called for a comprehensive management audit of the District by the State Auditor.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Authorizes the submittal of a letter requesting the California Joint Legislative Audit Committee to identify the Central Basin Municipal Water District as a high risk agency in accordance with the provisions of AB 187.

Section 2. That the Joint Legislative Audit Committee direct the State Auditor to conduct a comprehensive audit of the Central Basin Municipal Water District.

Section 3. That the Joint Legislative Audit Committee determine the audit should include, but not be limited to, the following:

1. Thorough review of the Southeast Water Reliability Project in relationship to the 2001 Audit, including an accounting of the expenses to date, and the status of actual and projected customers;
2. Review of the District's staffing level, with a detailed examination of public relations expenses versus technical staff expenses;
3. Review of state, federal and local lobbying expenses, including an assessment of their level and propriety;
4. Evaluation of the District's budget development and adoption process, and internal protocols for expenditures;
5. Evaluation of practices regarding the District's process to analyze, assess and determine rates, taxes, surcharges and other charges and the relationship to the cost of providing service;
6. Evaluation of litigation expenses, and the purpose and propriety of litigation;
7. Evaluation of contracting procedures and their compliance with state laws and regulations, and standards to insure transparency and accountability to the public; and
8. Review of the District's management procedures in comparison to public agency standards for Best Management Practices.

Section 4. The Mayor or her designee is hereby authorized to sign a letter requesting a California State audit of Central Basin Municipal Water District.

PASSED, APPROVED and ADOPTED this 1st day of November, 2011.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

MEETING DATE: November 1, 2011

TO: HONORABLE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION

FROM: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT FOR CASH CONTRACT NO. 1105 - COUNCIL CHAMBERS ADA IMPROVEMENTS [PROJECT NO. 601358-09 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM] WITH CALTEC CORPORATION OF WESTMINSTER, CALIFORNIA; AND REJECTING ALL OTHER BIDS AND APPROVAL OF TEMPORARY RELOCATION OF REGULAR MEETINGS

RECOMMENDATION:

Council:

Approve and adopt the Resolution and assign the number next in order.

Council & Commission:

Approve the temporary relocation of the regularly scheduled meetings from December 20, 2011, through February 21, 2012, to the Senior Center.

MOTION:

Move to approve recommendation.

BACKGROUND:

As part of the Fiscal Year 2011/2012 the City Council approved the City's CIP and CDBG Program funding budgets. To date, the Community Development Department staff has expended funding to prepare plans and specifications in order to award a construction contract for the Council Chambers ADA Improvement Project. The proposed project involves the following items: Selective demolition, removal of fixed seating, new ramp for access to Dias, exterior door clearance, new push button door operator at Council Chambers lobby doors, new sloped walkway with platform at front of Council Chambers, listening devices and other work per the plans and specifications.

At its meeting of September 6, 2011, the City Council approved the project plans and specifications prepared by Adrian-Gaus Architects, Inc. These Plans were prepared consistent with the City's policies and procedures and County of Los Angeles Community Development Block Grant Program guidelines to advertise for bids. The project was advertised appropriately and in accordance with California Law governing the advertisement for public works projects. Bid packages were received, publicly opened and read aloud on Monday, October 17, 2011 at 3:00 p.m. in the City Hall Administration Conference Room, 2535 Commerce Way, Commerce, California. The following bid proposals were received:

<u>COMPANY NAME</u>	<u>TOTAL BID AMOUNT</u>
1. CALTEC Corporation, Westminster, CA	\$ 64,251
2. IBN Construction, Orange, CA	\$ 65,770
3. Damon, Inc., Downey, CA	\$ 72,454
4. W.E. Construction Inc., Santa Fe Springs, CA	\$ 76,800
5. Korston, Construction, Inc., Anaheim, CA	\$ 84,300
6. W&N Luxor Construction, Inc., Whittier, CA	\$ 87,000
7. Simple Design, Los Angeles, CA	\$ 88,500

8.	St. George Construction, Inc., Downey, CA	\$ 96,820
9.	Magic Hammer Development Inc., Tarzana, CA	\$100,964
10.	Optima RPM, Irvine, CA	\$102,400
11.	De La Riva Construction, Fullerton, CA	\$104,365
12.	Corral Construction and Development, Inc., Commerce, CA	\$105,000
13.	G. Coast Construction, Inc., Encino, CA	\$115,600
14.	CJPRO, Inc., Fullerton, CA	\$122,500
15.	Coral Constructors, Inc., Irvine, CA	\$128,000

ANALYSIS:

After careful consideration, evaluation and reference checks, staff respectfully recommends that Cash Contract No. 1105 be awarded in the amount of \$64,251 to CALTEC Corporation to provide construction of the Council Chambers ADA improvements.

Also, staff is recommending a twenty percent (20%) contingency in the amount of \$12,850 for this project.

Further, during the actual construction phase of the project, the regular meetings of the City Council and Commission will need to be moved to an alternate location. It is recommended that the regularly scheduled meetings from December 20, 2011, through February 21, 2012, be held in the Senior Center due to its proximity to the Council Chambers and available parking and the fact that the building is already wired for cable television purposes.

FISCAL IMPACT:

This activity can be carried out at this time without additional impact on the current operating budget. The account numbers that the funds are available in are as follows:

- 29-2920-57113 - Council Chambers ADA Improvement Project CDBG fund
- 40-5180-57113 - Council Chambers ADA Improvement Project CIP fund

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The agenda report is in furtherance of Council's strategic goal to "Protect and Enhance Quality of Life in the City of Commerce." The City's ability to maintain its infrastructure in an effective and efficient manner directly/indirectly impact quality of life issues of our community.

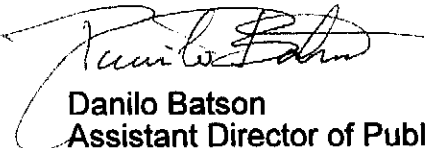
Recommended by:


Robert Zarrilli
Director of Community Development

Respectfully submitted,


Jorge J. Rifa
City Administrator/Executive Director

Prepared by:


Danilo Batson
Assistant Director of Public Services

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT FOR CASH CONTRACT NO. 1105 - COUNCIL CHAMBERS ADA IMPROVEMENTS [PROJECT NO. 601358-09 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM] WITH CALTEC CORPORATION, OF WESTMINSTER, CALIFORNIA; AND REJECTING ALL OTHER BIDS AND APPROVAL OF TEMPORARY RELOCATION OF REGULAR MEETINGS

WHEREAS, as part of the City's Fiscal Year 2009/2010 & 2011/2012 Budgets, the City Council appropriated Community Development Block Grant Project (CDBG No. 601358-09) and Capital Improvement Program funding towards the Council Chambers ADA Improvement Project to include selective demolition, removal of fixed seating, new ramp for access to Dias, exterior door clearance, new push button door operator at Council Chambers lobby doors, new sloped walkway with platform at front of Council Chambers, listening devices and other work per the plans and specifications for Cash Contract No. 1105; and

WHEREAS, at its meeting of June 2, 2009, the City Council adopted a resolution and appropriated CDBG funding towards the Council Chambers ADA Improvement Project that has been authorized by the County of Los Angeles to incur costs as of June 21, 2010; and

WHEREAS, at its meeting of September 6, 2011, the City Council approved the bid and contract documents including project plans and specifications for the Council Chambers ADA Improvement Project and authorized the Community Development Department staff to advertise for bids to perform the construction of the Council Chambers ADA improvements; and

WHEREAS, the project was advertised appropriately and in accordance with the CDBG and the California Law governing the advertisement for public works projects; and

WHEREAS, proposals were received by the deadline on Monday, October 17, 2011, at 3:00 p.m., in the Community Development Department at City Hall, 2535 Commerce Way, Commerce, California; and

WHEREAS, after careful examination and evaluation of all proposals received, City staff determined that CALTEC Corporation of Westminster, California, is the lowest, responsive and most responsible bidder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That all bids received are hereby rejected except the bid of CALTEC Corporation (hereinafter referred to as the "Successful Bidder"), being the lowest and best bid. Cash Contract No. 1105 between the City and Successful Bidder is hereby approved. The Mayor is hereby authorized and directed on behalf of the City of Commerce to execute Contract.

Section 2. That a twenty percent (20%) contingency or \$12,850 will be set aside for said project in order to successfully carry out and implement this project.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2011.

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

Joe Aguilar, Mayor

CITY OF COMMERCE
STANDARD CONTRACT
CASH CONTRACT #1105
COUNCIL CHAMBERS ADA IMPROVEMENTS
CDBG Project No. 601358-09

THIS AGREEMENT is made and entered into this ____ day of _____ 2011, by and between the CITY OF COMMERCE, a Municipal corporation (the "CITY") and CALTEC Corporation ("CONTRACTOR"), 8732 Westminster Blvd. Ste. 2, Westminster, CA 92683.

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, the CITY has prepared plans and specifications for the City Council Chambers ADA Improvement Project (the "Project"); and

WHEREAS, the proposed project involves the following items: selective demolition, removal of fixed seating, new ramp for access to the Dias, exterior door clearance, new push button door operator at Council Chambers lobby doors, new sloped walkway with platform at front of Council Chambers, listening devices and other work per the plans and specifications; and

WHEREAS, on September 6, 2011, the City Council approved the project plans and specifications; and

WHEREAS, the City requested proposals for the construction work required to complete the Project; and

WHEREAS, CALTEC Corporation was determined to be the lowest responsible bidder.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

ARTICLE I. CONTRACT DOCUMENTS.

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the "Contract Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of Fifty Nine Thousand Two Hundred Fifty One Dollars (\$59,251) as full compensation (the "Contract Price") for performance of all the work shown on Bidders Proposal, including furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, as well as those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall retain ten percent (10%) of the Contract Price until all the provisions of Article XII herein have been met.

ARTICLE IV. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR shall reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

ARTICLE V. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the CITY and shall complete work on the PROJECT within ninety (90) working days from the commencement thereof.

ARTICLE VI. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do

materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.

- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE VII. INDEMNIFICATION.

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its officers, agents and employees from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of CONTRACTOR's work under this Contract; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract; provided:

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies required herein.
- (b) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE VIII. PERFORMANCE BOND.

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a performance bond, or bonds in the sum of one hundred percent (100%) of the Contract Price conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE IX. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A.

ARTICLE X. LIQUIDATED DAMAGES.

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of breach of this Contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event of such a breach. The parties therefore agree that in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of one thousand dollars (\$1,000) shall

be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of noted above as liquidated damages for each day of delay in the starting and/or completion and acceptance of said PROJECT beyond the date specified in the CONTRACT DOCUMENTS. Any and all such liquidated damage assessed shall be done so in accordance with that certain edition of the Specification for Public Works Construction, currently in effect as of the date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract, including, but not limited to the County of Los Angeles Defaulted Property Tax Reduction Program requirements attached hereto as Exhibit B and the Fair Labor Standards Provisions attached hereto as Exhibit C and the General Wage Rate Decisions attached hereto as Exhibit D.

ARTICLE XII. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the City Administrator shall have cause to be recorded a Notice of Completion with the Office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIII. NON-ASSIGNABILITY.

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR.

ARTICLE XIV. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XV. ATTORNEY'S FEES.

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XVI. TERMINATION OF CONTRACT

A. Termination for Convenience

The CITY may terminate this Contract, in whole or in part, with 30 days written notice to the CONTRACTOR when such termination is deemed by the CITY, in its sole and absolute discretion, to be in the best interests of the CITY. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR

has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

B. Termination for Default

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Breach of Contract shall be prepared by the CITY, or one of its designated representatives, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

C. Waiver of Remedies for any Breach

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF COMMERCE

CALTEC CORP

By: _____
Joe Aguilar, Mayor

By: _____
Henry Abghari, President

ATTEST:

APPROVED AS TO FORM:

By: _____
Linda Olivieri, MMC
City Clerk

By: _____
Eduardo Olivo,
City Attorney

**EXHIBIT A
INSURANCE REQUIREMENTS**

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$1,000,000 for each occurrence, \$2,000,000 aggregate.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors and Omissions Insurance Coverage.

CONTRACTOR shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$1,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Cancellation Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until 30 days after receipt by the City Administrator of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a certified letter.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. In CITY may make proof of loss if not made promptly by CONTRACTOR.

EXHIBIT B

**WARRANTY OF COMPLAINE WITH COUNTY OF LOS ANGELES DEFAULTED PROPERTY TAX
REDUCTION PROGRAM**

CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the Contractor to maintain compliance with the requirements set forth in the "COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the City under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

EXHIBIT C – HUD FORM 4010

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D – GENERAL WAGE RATE DECISIONS

General Decision Number: CA100033 09/16/2011 CA33

Superseded General Decision Number: CA20080033

State: California

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

County: Los Angeles County in California.

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

Modification Number Publication Date

0 03/12/2010

1 03/26/2010

2 04/02/2010

3 04/16/2010

4 06/04/2010

5 06/25/2010

6 07/02/2010

7 07/23/2010

8 08/06/2010

9 08/13/2010

10 08/27/2010

11 09/03/2010

12 09/10/2010

13 09/24/2010

14 10/08/2010

15 12/03/2010

16 01/21/2011

17 02/18/2011

18 03/04/2011

19 04/08/2011

20 04/15/2011

21 04/29/2011

22 05/06/2011

23 05/20/2011

24 05/27/2011

25 06/03/2011

26 06/10/2011

27 07/22/2011

28 07/29/2011

29 08/05/2011

30 08/19/2011

31 09/02/2011

32 09/16/2011

ASBE0005-002 06/28/2010

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 32.79 16.31

Fire Stop Technician

(Application of Firestopping

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Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 24.21 13.76

ASBE0005-004 06/28/2010

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)....\$ 18.70 8.65

BOIL0092-003 05/01/2011

Rates Fringes
BOILERMAKER.....\$ 41.26 25.27

* BRCA0004-007 05/01/2011

Rates Fringes
BRICKLAYER; MARBLE SETTER.....\$ 36.41 12.40

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

* BRCA0018-004 06/01/2011

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

BRCA0018-010 09/01/2009

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

CARP0409-001 07/01/2010

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

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a

substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

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

CARP0409-005 07/01/2010

Rates Fringes

Drywall

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

CARP0409-008 08/01/2010

Rates Fringes

Modular Furniture Installer.....	\$ 17.00	7.41
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ELEC0011-004 07/25/2011

Rates Fringes

ELECTRICIAN (INSIDE
ELECTRICAL WORK)

Journeyman Electrician.....	\$ 36.45	23.26
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ELECTRICIAN (INTELLIGENT
TRANSPORTATION SYSTEMS Street
Lighting, Traffic Signals,
CCTV, and Underground Systems)

Journeyman Transportation

Electrician.....	\$ 36.25	23.46
Technician.....	\$ 27.19	23.19

FOOT NOTE:

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

TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man

holes, pull boxes, street lights and traffic signals.

Installation of underground ducts for electrical, telephone, cable television and communication systems.

Pulling, termination and

splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

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

and video/data.

* ELEC0011-005 07/25/2011

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

Rates Fringes

Communications System

Installer.....\$ 27.25 11.35

Technician.....\$ 30.23 8.85+3%

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

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

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

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

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

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

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

ELEC1245-001 06/01/2010

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 46.14 13.41

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,

trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 36.85 12.36
 (3) Groundman.....\$ 28.19 12.10
 (4) Powderman.....\$ 41.20 12.53
 HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2011

Rates Fringes

ELEVATOR MECHANIC.....\$ 46.58 21.785

FOOTNOTE:

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

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 ENGI0012-003 07/01/2011

Rates Fringes

OPERATOR: Power Equipment
 (All Other Work)

GROUP 1.....	\$ 36.13	20.77
GROUP 2.....	\$ 36.91	20.77
GROUP 3.....	\$ 37.20	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 40.49	20.77
GROUP 6.....	\$ 38.91	20.77
GROUP 8.....	\$ 39.02	20.77
GROUP 9.....	\$ 40.82	20.77
GROUP 10.....	\$ 39.14	20.77
GROUP 11.....	\$ 40.94	20.77
GROUP 12.....	\$ 39.31	20.77
GROUP 13.....	\$ 39.41	20.77
GROUP 14.....	\$ 39.44	20.77
GROUP 15.....	\$ 39.52	20.77
GROUP 16.....	\$ 39.64	20.77
GROUP 17.....	\$ 39.81	20.77
GROUP 18.....	\$ 39.91	20.77
GROUP 19.....	\$ 40.02	20.77
GROUP 20.....	\$ 40.14	20.77
GROUP 21.....	\$ 40.31	20.77
GROUP 22.....	\$ 40.41	20.77
GROUP 23.....	\$ 40.52	20.77
GROUP 24.....	\$ 40.64	20.77
GROUP 25.....	\$ 40.81	20.77

OPERATOR: Power Equipment
 (Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 37.48	20.77
GROUP 2.....	\$ 38.26	20.77
GROUP 3.....	\$ 38.55	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 38.91	20.77
GROUP 6.....	\$ 39.02	20.77
GROUP 7.....	\$ 39.14	20.77
GROUP 8.....	\$ 39.31	20.77
GROUP 9.....	\$ 39.48	20.77
GROUP 10.....	\$ 40.48	20.77

GROUP 11.....\$ 41.48 20.77
GROUP 12.....\$ 42.48 20.77
GROUP 13.....\$ 43.48 20.77

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....\$ 37.98 20.77
GROUP 2.....\$ 38.76 20.77
GROUP 3.....\$ 39.05 20.77
GROUP 4.....\$ 39.19 20.77
GROUP 5.....\$ 39.41 20.77
GROUP 6.....\$ 39.52 20.77
GROUP 7.....\$ 39.64 20.77

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full F-38

slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Selfpropelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator

(any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types
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(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)

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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)

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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)

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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

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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 think 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 ¼ of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the F-44

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 08/01/2009

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22

(5) Fireman-Oiler,
 Deckhand, Bargeman,
 Leveehand.....\$ 39.16 17.22
 (6) Barge Mate.....\$ 39.77 17.22

 IRON0002-004 07/01/2010

Rates Fringes

Ironworkers:

Fence Erector.....\$ 26.58 15.26

Ornamental, Reinforcing
 and Structural.....\$ 33.00 23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
 Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
 Center-Goldstone, San Clemente Island, San Nicholas Island,

Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
 Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

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

Logistics Center

\$2.00 additional per hour at the following locations:

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

 LABO0300-001 07/01/2011

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Rates Fringes

Brick Tender.....\$ 27.17 16.71

 LABO0300-003 07/01/2011

Rates Fringes

LABORER (GUNITE)

GROUP 1.....\$ 30.04 14.20

GROUP 2.....\$ 29.09 14.20

GROUP 3.....\$ 25.55 14.20

LABORER (TUNNEL)

GROUP 1.....\$ 32.20 15.98

GROUP 2.....\$ 32.52 15.98

GROUP 3.....\$ 32.98 15.98

GROUP 4.....\$ 33.67 15.98

LABORER

GROUP 1.....\$ 26.33 16.00

GROUP 2.....\$ 26.88 16.00

GROUP 3.....\$ 27.43 16.00

GROUP 4.....\$ 28.98 16.00

GROUP 5.....\$ 29.33 16.00

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations
GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, F-46

gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower
GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person;

Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

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TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....\$ 26.65 15.95

PLASTER TENDER.....\$ 29.20 15.95

LABO0882-002 01/01/2010

Rates Fringes

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

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

LABO1184-001 07/01/2011

Rates Fringes

Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...\$ 28.01 11.48

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(2) Vehicle Operator/Hauler.\$ 28.18 11.48

(3) Horizontal Directional

Drill Operator.....\$ 30.03 11.48

(4) Electronic Tracking

Locator.....\$ 32.03 11.48

Laborers: (STRIPING/SLURRY
SEAL)

GROUP 1.....\$ 28.50 14.56

GROUP 2.....\$ 29.80 14.56

GROUP 3.....\$ 31.81 14.56

GROUP 4.....\$ 33.55 14.56

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

* PAIN0036-001 07/01/2011

Rates Fringes

Painters: (Including Lead
Abatement)

(1) Repaint (excludes San

Diego County).....\$ 26.05 10.35

(2) All Other Work.....\$ 29.32 10.35

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

PAIN0036-006 01/05/2011

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Rates Fringes

DRYWALL FINISHER/TAPER

Antelope Valley North of
the following Boundary:

Kern County Line to Hwy.

#5, South of Hwy. #5 to

Hwy. N2, East on N2 to

Palmdale Blvd., to Hsy.

#14, South to Hwy. #18,

East to Hwy. #395.....\$ 29.19 12.94

Remainder of Los Angeles

County.....\$ 33.22 12.94

PAIN0036-015 01/01/2011

Rates Fringes

GLAZIER.....\$ 36.90 21.78

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

PAIN1247-002 01/01/2010

Rates Fringes

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

PLAS0200-009 08/01/2011

Rates Fringes

PLASTERER.....\$ 35.29 12.05

PLAS0500-002 07/16/2011

Rates Fringes

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

PLUM0016-001 07/01/2011

Rates Fringes

PLUMBER/PIPEFITTER

(1) Work on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 30.79 16.70

(2) Work on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....\$ 38.30 18.37

(3) All other work.....\$ 39.50 19.35

PLUM0345-001 07/01/2011

Rates Fringes

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PLUMBER

Landscape/Irrigation Fitter.\$ 27.35 16.34

Sewer & Storm Drain Work....\$ 26.82 18.18

ROOF0036-002 08/01/2011

Rates Fringes

ROOFER.....\$ 34.65 10.71

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal

tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-013 04/01/2011
DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

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

SFCA0709-005 01/01/2011
THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

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

SHEE0105-002 07/01/2011
LOS ANGELES (South of a straight line between gorman and Big Pines includingg Catalina Island)

Rates Fringes
SHEET METAL WORKER
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....\$ 25.23 8.19

(2) Modernization :
Excluding New Construction
- Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....\$ 25.23 8.19

SHEE0105-003 07/01/2011
LOS ANGELES (South of a straight line drawn between Gorman and F-51

Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates Fringes
SHEET METAL WORKER
(1) Commercial. - New Construction and Remodel work.....\$ 42.05 19.01

(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...\$ 36.16 25.20

SHEE0105-004 07/01/2011
KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

Rates Fringes
SHEET METAL WORKER.....\$ 36.16 25.20

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2

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axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

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

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

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

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

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

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

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

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

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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

=====
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)).

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

WAGE DETERMINATION APPEALS PROCESS

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

F-53

- * 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

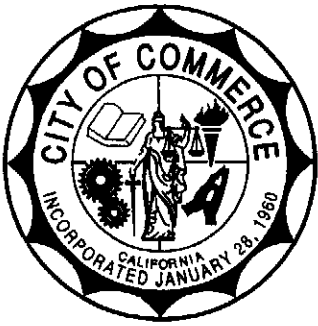
U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

=====
END OF GENERAL DECISION



AGENDA REPORT

MEETING DATE: November 1, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AUTHORIZING AND RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY, WILLDAN ENGINEERING AND OXY USA, INC. FOR SPECIAL CONSTRUCTION AND INSPECTION SERVICES

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve recommendation.

ANALYSIS:

The City has received an application from Oxy USA, Inc. ("Oxy") for the installation of an oil pipeline (the "Project"). The Project requires special construction inspection and testing services that need to be provided by a consultant with particular expertise.

The City requires that Oxy pay for such services and has requested that Oxy identify a qualified consultant who can provide such services. Oxy obtained a proposal from Willdan Engineering for the required services. City staff believes that Willdan Engineering is qualified to provide such services for the Project.

The City has required that Oxy and Willdan sign an agreement that sets forth the terms under which Willdan will provide the required services for the City and Oxy will pay the cost of such services. On October 4, 2011, the City Administrator executed the Agreement on behalf of the City so that Oxy would not encounter additional delays in the processing of the building permit required to proceed with the Project. Staff requests that the Agreement be approved and ratified by the City Council.

FISCAL IMPACT:

The City will not incur costs under the Agreement. The Agreement requires that Oxy pay for the inspection services to be provided by Willdan. The City will pay Willdan directly but will be reimbursed by Oxy. The Agreement requires Oxy to pay the City a \$50,000 deposit, which the City will use to pay Willdan as fees become due. Any excess fees that may become due must be paid to the City by Oxy.

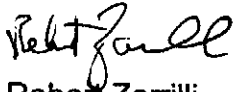
RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council's strategic goal: *"Protect and Enhance Quality of Life in the City of Commerce."*

Respectfully submitted,


Jorge Rifá
City Administrator

Recommended by,



Robert Zarrilli
Director of Community Development

Reviewed by,



Vilko Domic
Director of Finance

Approved as to form,



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AUTHORIZING AND RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY, WILLDAN ENGINEERING AND OXY USA, INC. FOR SPECIAL CONSTRUCTION AND INSPECTION SERVICES

WHEREAS, the City has received an application from Oxy USA, Inc. ("Oxy") for the installation of an oil pipeline (the "Project"); and

WHEREAS, the Project requires special construction inspection and testing services that need to be provided by a consultant with particular expertise; and

WHEREAS, the City requires that Oxy pay for such services and has requested that Oxy identify a qualified consultant who can provide such services; and

WHEREAS, Oxy obtained a proposal from Willdan Engineering for the required inspection services; and

WHEREAS, the City believes that Willdan Engineering is qualified to provide such services for the Project; and

WHEREAS, the City has required that Oxy and Willdan sign an agreement that sets forth the terms under which Willdan will provide the required services for the City and Oxy will pay the cost of such services (the "Agreement"); and

WHEREAS, on October 4, 2011, the City Administrator executed the Agreement on behalf of the City so that Oxy would not encounter additional delays in the processing of the building permit required to proceed with the Project.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF COMMERCE AS FOLLOWS:

Section 1. The Agreement between the City, Willdan Engineering and Oxy USA, Inc. for construction inspection and testing services is hereby approved and ratified.

PASSED, APPROVED and ADOPTED this 1st day of November, 2011.

JOE AGUILAR
MAYOR

ATTEST:

LINDA KAY OLIVIERI, MMC
CITY CLERK

THIS AGREEMENT ("Agreement") dated as of Oct. 4, 2011, ("Effective Date") is made by and between Willdan Engineering ("Consultant"), the City of Commerce, a Municipal Corporation ("City") and Oxy USA, Inc. ("Applicant").

WITNESSETH

1. **Recitals:** This Agreement is made and entered into with respect to the following facts:
 - A. The City has received an application from Applicant for the installation of an oil pipeline (the "Project"); and
 - B. The City Project requires special construction inspection and testing services that need to be provided by a consultant with particular expertise; and
 - C. The City requires that Applicant pay for such services and has requested that Applicant identify a qualified consultant who can provide such services to City for such Project; and
 - D. Consultant has submitted a proposal to Applicant dated September 8, 2011, for the required inspection services (the "Proposal"). A true and correct copy of the Proposal is attached hereto as Exhibit A and incorporated herein by reference; and
 - E. The Applicant for the Project shall be required to deposit with the City's Community Development Department the sum of Fifty Thousand Dollars (\$50,000), which shall be used by the City to cover the cost of the Consultant for the inspection and testing services for the Project; and
 - F. Consultant represents that it is specially trained, experienced and competent to perform the special services that will be required by this Agreement; and
 - G. The City desired to enter into a contract with Consultant for the inspection and testing services required in connection with the Project as set forth in the Proposal attached as Exhibit A; and
 - H. Consultant is willing to render such services, as hereinafter defined, on the following terms and conditions.

2. **Scope of Services and Schedule of Performance:**

Consultant shall perform the inspection and testing services required for the Project (the "Services") as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Consultant shall, in a satisfactory and proper manner, as determined by the City, perform the Services. The final responsibility and final authority on all questions concerning the content and quality of the Services shall lie in the sole discretion of the City. Consultant understands and agrees that its duty and obligation under this Agreement is owed solely to the City and that its accountability under this Agreement shall likewise be solely to the City and not to the Applicant or to any other third-person or entity.

3. **Term:**

Upon execution of this Agreement by the City, and receipt of Applicant's deposit, as described in Section E above, the City shall issue a Notice to Proceed to Consultant for the Services. The City shall not be obligated to pay any amounts under this Agreement until the City issues the Notice to Proceed and the City receives Applicant's deposit. Consultant's services under this Agreement shall continue until completion of all Services to the satisfaction of the City.

4. **Schedule of Performance:**

Commencing upon the issuance of the Notice to Proceed, Consultant shall provide the Services pursuant to the work schedule set forth in Exhibit A.

If Consultant: (1) fails to begin providing the Services within the time specified in Exhibit A, or fails to perform the Services with personnel, equipment or materials sufficient to insure completion of the Services in a timely manner; (2) perform the Services in a manner that is not satisfactory to the City; (3) fails or refuse to correct any noticed errors or perform anew such work as is rejected as defective or unsuitable by the City; (4) fails to continue the diligent prosecution of the Services; (5) shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency; or (6) make any assignment for the benefit of creditors, the City, by its Director of Community Development, shall give notice in writing to Consultant of such failure, delay, neglect, refusal, or default, specifying the same. If Consultant fails, within a period of seven (7) days after such notice is provided, to cure such failure, delay, neglect or default, then the Director of Community Development, acting for and on behalf of the City, shall have full power and authority to declare the forfeiture by Consultant of this Agreement and may engage a new and different Consultant to complete the Services. In the event of such forfeiture, the City shall reimburse Consultant for costs incurred by Consultant prior to said forfeiture, for Consultant's performance of those Services completed to the satisfaction of the City and in conformance with standard industrial practice.

5. **Compensation:**

The City agrees to pay the Consultant fees for the Services pursuant to the fee schedule set forth in Exhibit A. The Applicant shall be required to deposit with the City's Community Development Department the sum of Fifty Thousand Dollars (\$50,000). Said deposit shall be used by the City to pay the fees and costs that become due to Consultant for the Services provided pursuant to this Agreement. If the total amount paid by the City to Consultant for the Services is less than the deposit amount, the City will return the remainder to Applicant. If the total amount paid to the Consultant exceeds the deposit amount, Applicant shall reimburse the City for such excess amount within 15 days after the City advises Applicant of the amount due.

6. **Method of Payment:**

The City will pay Consultant within thirty (30) days after the City receives an invoice from Consultant that itemizes the amount due to Consultant pursuant to the schedule set forth in Exhibit A.

7. **Independent Contractor:**

Consultant is and shall perform its services under this Agreement as a wholly independent contractor. Consultant shall not act nor be deemed an agent, employee, officer or legal representative of the City. Consultant shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of the City. Consultant has no authority to assume or create any commitment or obligations on behalf of the City or bind the City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between the City and Consultant. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Consultant undertakes under this Agreement.

8. **Consultant to Provide Required Personnel; Subcontracting:**

Consultant shall provide and direct the necessary qualified personnel to perform the Services required of and from it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the Services are rendered, and to the reasonable satisfaction of the City. Consultant shall be exclusively responsible for all labor, materials, fees and costs of any subcontractor that it requires in order to perform the Services.

9. **Responsible Principal and Project Manager:**

Consultant shall have a Responsible Principal and a Project Manager who shall be principally responsible for Consultant's obligations under this Agreement and who shall serve as principal liaison between the City and Consultant. Designation of another Responsible Principal or Project Manager by Consultant shall not be made without the prior written consent of the City.

10. **City Liaison:**

Consultant shall direct all communications to the City Engineer or any other person designated by the Director of Community Development. All communications, instructions and directions on the part of the City shall be communicated exclusively through the City Engineer or other designated City representative.

11. **Licenses:**

Consultant warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the Services by all applicable regulating governmental agencies and are in good standing with such applicable regulating governmental agencies.

12. **Compliance with Laws:**

Consultant shall, and shall ensure that its employees and its subcontractors, if any, comply with

all applicable city, county, state, and federal laws and regulations in force at the time Services are performed (including occupational safety and environmental laws and regulations) in performing the Services and shall comply with any directions of governmental agencies that have jurisdiction over project and the City relating to safety, security, and the like.

13. **Insurance:**

Consultant shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance"), which is attached hereto incorporated herein by this reference, for the term provided therein.

14. **Representation and Liability:**

Consultant represents that the Services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the Services were rendered. Consultant shall be liable for injury or loss caused by the negligence of, or breach of this representation by, Consultant, its employees, its subcontractors, if any, and/or its agents hereunder.

15. **Indemnification:**

Consultant shall indemnify and hold the City and its respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and its respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by the City, its employees, its subcontractors or its agents in the performance of the Services, if any, hereunder. Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide funding for the defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including reasonable attorneys' fees and costs.

16. **Confidentiality:**

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Consultant notifies the City of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance

by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

17. **Ownership of Documents:**

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the Services (collectively, "Products") shall become the sole property of the City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of the City. In the event that this Agreement is terminated by the City or Consultant, and upon payment for Services performed, Consultant shall provide the City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of Consultant. Notwithstanding such ownership, Consultant shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference. The City shall hold harmless and indemnify Consultant for any loss, injury, claim, cost or expense resulting from any inappropriate reuse or modification of such products.

18. **Data and Services to Be Furnished By City:**

All information, data, records, reports and maps as are in possession of the City and necessary for the carrying out of the Services shall be made available to Consultant without charge. The City does not warrant that the information data, records, reports and maps heretofore to be provided to Consultant are complete or accurate and Consultant shall be required to satisfy itself as to such accuracy and completeness. The City and Consultant agree that the City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

19. **Covenant against Contingent Fees:**

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement, except for subcontractors listed in this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. **Conflict of Interest:**

Consultant covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code §§ 81000, et seq.) and all other laws, including the Community

Redevelopment Act (Health & Safety Code §§ 33000 et seq.), if applicable, respecting this Agreement and that no Services shall be performed by either an employee, agent, or a subcontractor of Consultant, who has a conflict relating to the City or the performance of the Services on behalf of the City.

21. **Other Agreements:**

Consultant warrants that Consultant is not a party to any other existing agreement that would prevent Consultant from entering into this Agreement or that would adversely affect Consultant's ability to perform the Services under this Agreement. During the term of this Agreement, Consultant shall not, without the City's prior written consent, perform services for any person, firm, or corporation other than the City if such services could lead to a conflict with Consultant's obligations under this Agreement.

22. **Termination:**

This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- A. by the written mutual agreement of the parties hereto; or
- B. by Consultant, with or without cause, upon five (5) days written notice to the City, pursuant to Section 25 of this Agreement; or
- C. by the City, with or without cause, upon five (5) days written notice to Consultant, pursuant to Section 25 of this Agreement.

Upon receipt of a notice of termination, Consultant shall immediately cease all work and promptly deliver to the City the work product or other results obtained by Consultant up to that time. In the event of termination without cause by the City, the City shall pay Consultant for work completed prior to the date of such termination (based on the percentage of the overall work satisfactorily completed by Consultant in relation to the Services required by the entire Agreement or the hours worked by Consultant, as applicable), provided such work is in a form usable by the City.

23. **Waiver of Breach:**

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the Director of Community Development of the City and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to the City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of Consultant to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

24. **Assignment:**

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Consultant, whether by operation of law or otherwise, without the prior written consent of the City, which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

25. **Notices:**

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Robert Zarrilli
Director of Community Development

For Consultant:

Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
Attn: Chris Baca
Deputy Director of Construction Management

For Applicant:

Oxy USA, Inc.
301 East Ocean Blvd., Suite 300
Long Beach, CA 90802
Attn: Mark Kapelke
Vice President of Engineering Operations

Notice shall be deemed received three days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is effected.

26. **Governing Law:**

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be

venued in Los Angeles County, California.

27. **Severability:**

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

28. **No Construction of Agreement against Any Party:**

Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any Party on the basis such Party drafted this Agreement or any provision thereof.

29. **Entire Agreement and Amendments to Agreement:**

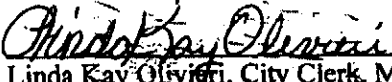
This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by Consultant and the City.

30. **Counterpart Signatures:**

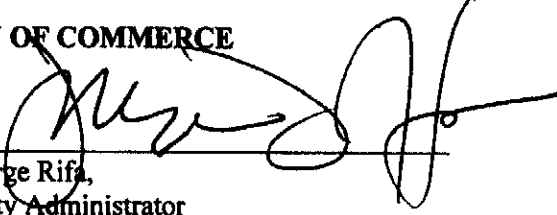
This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the Parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

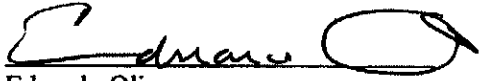
DATED: October 4, 2011

ATTEST:

Linda Kay Olivieri, City Clerk, MMC

CITY OF COMMERCE

By: 
Jorge Rifa,
City Administrator

APPROVED AS TO FORM



Eduardo Olivo
City Attorney

("CONSULTANT")
WILLDAN ENGINEERING

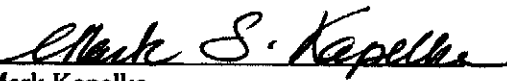
DATED: _____

By: 

Chris Baca
Deputy Director of Construction Management

("APPLICANT")
Oxy USA, Inc.

DATED: 10/3/2011

By: 

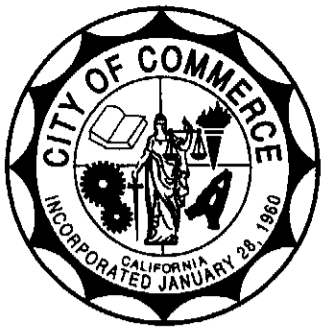
Mark Kapelke
Vice President of Engineering Operations

EXHIBIT A

SERVICES



[TO BE INSERTED]



AGENDA REPORT

MEETING DATE: November 1, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE MAY 5, 2009 SERVICES AGREEMENT BETWEEN THE CITY OF COMMERCE AND ONWARD ENGINEERING INC.

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

On May 5, 2009, the City Council approved a Services Agreement with Onward Engineering for Engineering and Construction Management Services for Rosini and Rosewood Project Areas I and II (the "Agreement"). On August 11, 2009, the City Council approved the Services Agreement Renewal Letter to retain Onward Engineering to assist the Community Development Department with initiating the Bristow Park Neighborhood Rehabilitation Project.

On February 15, 2011, the City Council retained the firm of LaBelle Marvin, Inc., to investigate and determine the underlying causes for pavement failures in the Rosini and Rosewood areas.

On April 5, 2011, the City Council approved a second renewal letter with Onward Engineering for engineering and construction management services. The City decided to wait until Labelle-Marvin had completed their pavement failure study before completing the Plans & Specifications for Bristow street improvements.

On April 19, 2011, the City Council received a presentation and report from Labelle-Marvin indicating that the pavement failures were the result of:

1. Traffic Estimates (or Traffic Index) – the traffic index used did not address the scheduled transit bus use along five separate bus lines using the primarily impacted roadways. The traffic impacts were complicated by additional truck traffic within the Rosini/Rosewood Area neighborhood, unscheduled bus use from Commuter Xpress and transit center access during shift starting, ending and shift changes, etc. The additional traffic directly and rapidly exposed a design shortfall.
2. Subgrade Strength Estimates – the subgrade strengths represented by the CBR appear to be overestimated. The CBR value used during design should be re-examined to demine methodology and determine where changes are in order.
3. Existing Pavement Section Variations – based on samples taken, the thickness of the pavement varies widely even on the same roadway or street. While eclipsed by the bus route impacts, the differences in existing pavement thicknesses and estimated subgrade strength affect the design of short-term repairs and long-term improvements.

On June 23, 2011, the City received a new traffic index study, prepared by Kunzman Associates, for the Bristow streets. The report found significantly higher than anticipated traffic indices for the area.

On September 1, 2011, the City received a new traffic index study, prepared by Kunzman Associates, for the Rosini and Rosewood streets. The report found higher than anticipated traffic indices in the affected streets.

ANALYSIS:

After extensive discussions with Onward Engineering and in light of the reports from Labelle-Marvin and Kunzman Associates, staff is recommending that:

1. Rosini and Rosewood Streets
 - a. Reconstruct severely impacted streets using cement-treated base; and
 - b. Perform curb-to-curb pavement cut-outs in streets showing pavement streets at stop signs, etc.
2. Bristow Streets
 - a. Reconstruct streets using cement-treated base; and
 - b. Proceed with the improvement of those streets east of the I-710, due to budgetary constraints.

The use of cement-treated base is consistent with the recommendations made by Labelle-Marvin for the street affected in the Rosini and Rosewood area. Additionally, the use of cement-treated base, instead of aggregate base, will increase the strength and life of the pavement with a 20% to 25% savings in cost when compared to full street reconstruction.

FISCAL IMPACT:

In order for Onward Engineering to provide the services necessary to complete the Plans and Specifications, as well as, perform construction inspection, testing and oversight, it is necessary to modify the scope of their services (as shown on Exhibit A of the First Amendment) and increase the contract amount of \$249,138 (Rosini/Rosewood - \$137,950 and Bristow - \$111,188).

As part of the FY 2011/12 Capital Improvement Project Budget, the City Council appropriated \$2,760,700 for the necessary engineering services and street improvements for these projects, as follows:

Street Reconstruction (Bristow Residential / East of I-710 FWY)	\$ 1,760,700
Street Reconstruction (Rosini Residential)	\$ 1,000,000
TOTAL	\$2,760,700

At this time, the City has a \$1,000,000 available. This amount is sufficient to proceed with the engineering services without additional impact on the current operating budget. Staff will return at a later date with funding options for the construction phase of these projects.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council's strategic goal: *"Protect and Enhance Quality of Life in the City of Commerce."* Although, there are no specific objectives connected to this issue, the City is responsible for the maintenance and improvement of the infrastructure.

Respectfully submitted,


Jorge Rifa
City Administrator

Recommended by:


Robert Zarrilli
Director of Community Development

Prepared by:


Danilo Batson
Assistant Director of Public Services

Fiscal Impact Reviewed by:


Vilko Domic
Director of Finance

Approved As To Form:


Eduardo Olivo
City Attorney

File: 2011 City Council Agenda Reports
Resolution Approving First Amendment to Services Agreement for Engineering and Construction Management Services with
Onward Engineering for Rosini and Rosewood Project Areas and Bristow Project Area – Agenda Reports File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE MAY 5, 2009 SERVICES AGREEMENT BETWEEN THE CITY OF COMMERCE AND ONWARD ENGINEERING INC.

WHEREAS, on May 5, 2009, the City of Commerce and Onward Engineering, Inc., entered into a Services Agreement for Engineering and Construction Management Services for Rosini and Rosewood Neighborhood Project Areas I and II in the City of Commerce (the "Agreement"), California; and

WHEREAS, recent studies undertaken by City consultants indicate that pavement conditions are significantly different from expected;

WHEREAS, such changed conditions will require an amendment to the scope of services for the Agreement; and

WHEREAS, Onward Engineering is qualified to perform the engineering and construction management services necessary to carry out the proposed improvements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby approves the First Amendment to the Services Agreement between the City of Commerce and Onward Engineering, Inc. The Mayor is hereby authorized and directed to execute the First Amendment for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this ____ day of November _____, 2011.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COMMERCE AND ONWARD ENGINEERING

This First Amendment is made and entered into as of the 1st day of November, 2011, ("Effective Date") by and between the CITY OF COMMERCE, a Municipal Corporation (the "CITY") and ONWARD ENGINEERING ("CONTRACTOR").

WITNESSETH

This First Amendment is made with reference to the following facts:

- A. On May 5, 2009, the CITY and CONTRACTOR entered into a Services Agreement for Engineering and Construction Management Services for Rosini and Rosewood Neighborhood Project Areas I and II in the City of Commerce, California (the "Agreement").
- B. On August 11, 2009, the CITY approved the Services Agreement Renewal Letter to retain Onward Engineering to assist the Community Development Department with initiating the Bristow Park Neighborhood Rehabilitation Project.
- C. On April 5, 2011, the CITY approved the second Services Agreement Renewal Letter to retain Onward Engineering to continue to assist with the Bristow Park Neighborhood Rehabilitation Project.
- D. CITY and CONTRACTOR need to modify the Scope of Services and Compensation set forth in the Agreement in order to address certain changed conditions.

NOW, THEREFORE, in consideration of mutual promises, conditions and covenants herein contained, the parties hereto agree that the Agreement will be amended as follows:

- 1. EXHIBIT "A"
 - a. The existing Exhibit A shall be replaced with the revised Exhibit A, which sets for the new Scope of Services and Fees. The new Exhibit 'A' is attached hereto and incorporated herein by reference.
- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed, this First Amendment on the dates set forth below.

CITY OF COMMERCE

Dated: _____

By: _____
Joe Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Kay Olivieri, MMC
City Clerk

Eduardo Olivo
City Attorney

ONWARD ENGINEERING

Dated: 10-27-11

By: Majdi Ataya
Majdi Ataya, President

ONWARD ENGINEERING - FIRST AMENDMENT - 11-01-2011

EXHIBIT A

SCOPE OF SERVICES

(FOR ROSINI AND ROSEWOOD NEIGHBORHOOD REHABILITATION PROJECT)

The additional scope of services for the Rosini/Rosewood Neighborhood Rehabilitation Project shall include all work items required to modify the previously prepared plans in order to include additional geotechnical, survey, plan and profile and specification data and also includes the construction management and inspection work that will be required during the construction phase.

The work items are:

DESIGN SERVICES:

Utility Coordination:

This work item shall include all necessary hours to send out utility notices to all affected utilities and coordinate any relocations or conflicts that may arise.

Design Field Survey:

Onward Engineering will coordinate a licensed design field survey to obtain existing conditions within the paved roadway. Obtained data will include:

- 50' sections of Left Lip of Gutter, ¼ point, Roadway Centerline, ¼ point & Right Lip of Gutter
- Extend sections 50' past BCR/ECR on all intersecting streets
- Provide additional Sections at all BCR/ECRs
- Provide ¼ point shots on all curb returns at lip of gutter
- Intersections shall be 20' Grids starting at BCR/ECRs
- Shoot all Top of X of driveways
- Shoot all utility MH & Valve Cans within roadway

Prepare Basemap:

Onward Engineering will compile all obtained survey, right of way and utility linework and will draft and correlated the previously prepared linework (based on record drawings) with the survey accurate field data.

Prepare Street Rehabilitation Plans:

Onward Engineering will prepare street rehabilitation plan and profiles for each roadway segment within the project area. Profiles will be provided for Left Top of Curb, Centerline/Crown Line & Right Top of Curb. All proposed items of work will be clearly called out and stationed on the plans. The plans will be prepared in accordance to City of Commerce and SPPWC standard plans. The rehabilitation plans will also include the preparation of signing and striping plans either as part of the rehabilitation plan sets or as separate drawings depending on the final configuration of the drawings. All applicable signing and striping will be called out per the most recent Caltrans and MUTCD standards. Plans will be submitted to the City for preliminary review and all comments will be incorporated and responded to prior to final submittal of the plans.

Prepare Design Specifications:

Onward Engineering will modify the existing design specifications to reflect the final design intent of the project. All applicable work items will be individually highlighted in the specifications and individual pay item clauses will be provide for each bid item.

Prepare Cost Estimate:

Onward Engineering will prepare cost estimates for each submittal to the City which represents the anticipated costs of the construction project.

CONSTRUCTION MANAGEMENT SERVICES

Pre Construction Services:

Onward Engineering, upon completion of the design plans will assist the City in the Pre Construction Proceedings which include attending all Pre Bid and Pre Construction meetings, responding to Contractor RFI's and reviewing all submittals from the selected contractor. Onward Engineering will also review the proposed contractor's construction schedule to ensure that the construction schedule is appropriate for the City's needs.

Construction Services:

During the construction of the project, Onward Engineering's will keep tight oversight on the contractor to ensure that all labor standards, scheduling milestones and specifications for the projects are met. Onward Engineering will provide full service construction management and construction inspection services for the slated 40 working days of construction. Our staff will chair weekly construction coordination meetings with the Contractor to ensure that all requirements are being met and we will also continue to maintain the construction file with all correspondence and meeting minutes.

Post Construction Services:

Onward Engineering will ensure that all closeout proceeding are followed per applicable codes, standards and all County CDBG Program regulations. This will include the compilation and submission of the complete construction file which will contain at a minimum all Design and Construction coordination, design note and photos, project photos (before and after), digital copies of the CAD project files and PDF signed documents, all meeting minutes and plan check comments, contractor submittals and any other item requested by the City. Finally, Onward Engineering will prepare a final "As-Built" copy of plans which will carefully note any deviations from the initial design plans which were constructed.

GEOTECHNICAL SERVICES

Design Pavement Borings & Report

Onward Engineering will coordinate further borings, tests and pavement design to be conducted in the Rosini/Rosewood neighborhood to recommend the most cost effective pavement rehabilitation alternatives in order to achieve the City's desired pavement life. Multiple pavement rehabilitation alternatives will be provided to the City for their review and analysis.

Construction Materials Testing

Onward Engineering will coordinate all necessary construction material testing services during the life of the construction contract in order to adequately test and document the quality of all PCC, Cement Treated Base, Base Compaction, AC Compaction and any other material used during the course of the construction project. All test and reports will be compiled into a final report and will be submitted with the final construction file.



CITY OF COMMERCE
FEEL PROPOSAL FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE
ROBINI & ROSEWOOD NEIGHBORHOOD REHABILITATION PROJECT



TASK	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	SUBS/REIMB	HOURS	\$	TOTAL BY TASK	
																							PRELIMINARY
1 Pre-Design Services																							
A) Preliminary Field Review																							
B) Preliminary Scope Determination & Report																							
Pre-Design Services Total	0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2 Design Services																							
A) Existing Records Research																							
B) Utility Corroboration	2	180	16	1,280	8	560	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,020
C) Design Field Survey																							
D) Progress Meetings	1	90	4	320	16	1,120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,560
E) Progress Street Rehabilitation Plans	20	1,800	80	6,400	140	9,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$18,000
F) Progress Design Specifications	8	720	28	2,240	8	560	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,520
G) Progress Cost Estimate	4	360	12	960	16	1,120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,440
Design Services Total	34	3,180	142	11,960	188	13,160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$28,778
3 Construction Management Services																							
A) Pre-Construction Services																							
B) Construction Services**	4	360	-	-	-	-	40	3,400	20	1,500	-	-	-	-	-	-	-	-	-	-	-	-	\$4,900
C) Post-Construction Services	4	-	-	-	-	-	120	10,200	320	24,000	-	-	-	-	-	-	-	-	-	-	-	-	\$24,000
Total Construction Management Services	8	360	0	0	0	0	160	13,600	340	25,500	0	0	0	0	0	0	0	0	0	0	0	0	\$28,900
4 Geotechnical Services																							
A) Design Payment Bonding & Report	2	180	4	320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$20,300
B) Construction Materials Testing	2	180	4	320	8	640	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$24,000
Geotechnical Services Total	4	360	8	640	8	640	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$44,300
TOTAL COST OF SERVICES	41	3,690	150	13,890	198	13,160	280	17,896	360	27,896	0	0	0	0	0	0	0	0	0	0	0	0	\$134,798
REIMBURSABLES																							
Design Reproduction Costs																							\$1,500
Construction Reproduction Costs																							\$500
Construction Vehicle Costs (\$30/day x 40day)																							\$1,200
TOTAL COST OF REIMBURSABLES																							\$3,200
GRAND TOTAL PROJECT COST																							\$137,998

** Construction Services hours calculated off of an assumed construction duration of 40 working days
 *** Materials Testing is based off of an assumed scope of rehabilitation. If methods and limits vary greatly a revised material testing fee will be proposed.

EXHIBIT A

SCOPE OF SERVICES

(FOR BRISTOW PARK NEIGHBORHOOD REHABILITATION PROJECT)

The additional scope of services for the Bristow Park Neighborhood Rehabilitation Project (Phase 1 – East of 710 Freeway) shall include all work items required to modify the previously prepared plans in order to include additional geotechnical, survey, plan and profile and specification data and also includes the additional construction management and inspection work that will be required during the construction phase due to the added construction work items and the lengthened construction duration.

The revised work items are:

DESIGN SERVICES:

Utility Coordination:

This work item shall include all necessary hours to send out utility notices to all affected utilities and coordinate any relocations or conflicts that may arise.

Design Field Survey:

Onward Engineering will coordinate a licensed design field survey to obtain existing conditions within the paved roadway. Obtained data will include:

- 50' sections of Left Lip of Gutter, ¼ point, Roadway Centerline, ¾ point & Right Lip of Gutter
- Extend sections 50' past BCR/ECR on all intersecting streets
- Provide additional Sections at all BCR/ECRs
- Provide ¼ point shots on all curb returns at lip of gutter
- Intersections shall be 20' Grids starting at BCR/ECRs
- Shoot all Top of X of driveways
- Shoot all utility MH & Valve Cans within roadway
- Shoot the approximate start & finish limits of the previously designed C&G, SW & DRWY Removals

Prepare Basemap:

Onward Engineering will compile all obtained survey, right of way and utility linework and will draft and correlated the previously prepared linework (based on record drawings) with the survey accurate field data.

Prepare Street Rehabilitation Plans:

Onward Engineering will prepare street rehabilitation plan and profiles for each roadway segment within the project area. Profiles will be provided for Left Top of Curb, Centerline/Crown Line & Right Top of Curb. All proposed items of work will be clearly called out and stationed on the plans. The plans will be prepared in accordance to City of Commerce and SPPWC standard plans. The rehabilitation plans will also include the preparation of signing and striping plans either as part of the rehabilitation plan sets or as separate drawings depending on the final configuration of the drawings. All applicable signing and striping will be called out per the most recent Caltrans and MUTCD standards. Plans will be submitted to the City for preliminary review and all comments will be incorporated and responded to prior to final submittal of the plans.

Prepare Design Specifications:

Onward Engineering will modify the existing design specifications to reflect the final design intent of the project. All applicable work items will be individually highlighted in the specifications and individual pay item clauses will be provide for each bid item.

Prepare Cost Estimate:

Onward Engineering will prepare cost estimates for each submittal to the City which represents the anticipated costs of the construction project.

CONSTRUCTION MANAGEMENT SERVICES

Pre Construction Services:

Onward Engineering, upon completion of the design plans will assist the City in the Pre Construction Proceedings which include attending all Pre Bid and Pre Construction meetings, responding to Contractor RFI's and reviewing all submittals from the selected contractor. Onward Engineering will also review the proposed contractor's construction schedule to ensure that the construction schedule is appropriate for the City's needs.

Construction Services:

During the construction of the project, Onward Engineering's will keep tight oversight on the contractor to ensure that all labor standards, scheduling milestones and specifications for the projects are met. Onward Engineering will provide full service construction management and construction inspection services for the additionally slated 20 working days of construction. Our staff will chair weekly construction coordination meetings with the Contractor to ensure that all requirements are being met and we will also continue to maintain the construction file with all correspondence and meeting minutes.

Post Construction Services:

Onward Engineering will ensure that all closeout proceeding are followed per applicable codes, standards and all County CDBG Program regulations. This will include the compilation and submission of the complete construction file which will contain at a minimum all Design and Construction coordination, design note and photos, project photos (before and after), digital copies of the CAD project files and PDF signed documents, all meeting minutes and plan check comments, contractor submittals and any other item requested by the City. Finally, Onward Engineering will prepare a final "As-Built" copy of plans which will carefully note any deviations from the initial design plans which were constructed.

GEOTECHNICAL SERVICES

CTB Borings & Report

Onward Engineering will coordinate further borings, tests and pavement design to be conducted on the Bristow Park neighborhood to recommend the most cost effective pavement rehabilitation alternatives in order to achieve the City's desired pavement life. Multiple pavement rehabilitation alternatives will be provided to the City for their review and analysis.

Construction Materials Testing

Onward Engineering will coordinate all necessary construction material testing services during the life of the construction contract in order to adequately test and document the quality of all PCC, Cement Treated Base, Base Compaction, AC Compaction and any other material used during the course of the construction project. All test and reports will be compiled into a final report and will be submitted with the final construction file.



CITY OF COMMERCE
FEE PROPOSAL FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE
BRISTOW PARK NEIGHBORHOOD REHABILITATION PROJECT

CC001 - REVISED DESIGN & CONSTRUCTION MANAGEMENT COSTS (FY2011-2012 - Part of 718 Freeway)

TASK	PROJECT MANAGER		DESIGN COORDINATOR		DESIGN ENGINEER		CONSTRUCTION MANAGER		SENIOR INSPECTOR		SUBS/REIMB		TOTAL BY TASK	
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$
1 Pre-Design Services														
A) Preliminary Field Review	4	360	8	640	-	-	-	-	-	-	-	-	12	\$1,000
B) Preliminary Scope Determination & Report	6	540	16	1,280	-	-	-	-	-	-	-	-	22	\$1,820
A*) Preliminary Field Review	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0
B*) Preliminary Scope Determination & Report	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0
Pre-Design Services Total	10	900	24	1,920	0	-	0	-	0	-	-	-	34	\$2,820
2 Design Services														
A) Existing Records Research	-	-	16	1,280	-	-	-	-	-	-	-	-	16	\$1,280
B) Utility Coordination	-	-	24	1,920	-	-	-	-	-	-	-	-	24	\$1,920
C) Design Field Survey	2	180	40	3,200	40	2,880	-	-	-	-	-	-	82	\$6,180
D) Prepare Basemap	4	360	20	1,600	20	1,400	-	-	-	-	-	-	44	\$3,360
E) Prepare Street Rehabilitation Plans	16	1,440	40	3,200	80	5,600	-	-	-	-	-	-	136	\$10,240
F) Prepare Design Specifications	6	540	24	1,920	-	-	-	-	-	-	-	-	30	\$2,460
G) Prepare Cost Estimate	2	180	8	640	8	560	-	-	-	-	-	-	18	\$1,380
A*) Existing Records Research	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0
B*) Utility Coordination	2	180	16	1,280	8	560	-	-	-	-	-	-	26	\$2,020
C*) Design Field Survey	2	180	12	960	48	3,360	-	-	-	-	-	-	108	\$8,360
D*) Prepare Basemap	20	1,800	40	3,200	140	9,800	-	-	-	-	-	-	240	\$18,000
E*) Prepare Street Rehabilitation Plans	8	720	40	3,200	20	1,400	-	-	-	-	-	-	68	\$5,320
F*) Prepare Design Specifications	4	360	30	2,400	16	1,120	-	-	-	-	-	-	50	\$3,880
G*) Prepare Cost Estimate	4	360	30	2,400	16	1,120	-	-	-	-	-	-	50	\$3,880
Design Services Total	36	7,740	390	31,200	26,600	24,600	0	-	0	-	-	17,598	856	\$65,138
3 Construction Management Services														
A) Pre-Construction Services	4	360	4	320	-	-	20	1,700	8	640	-	-	36	\$7,980
B) Construction Services	16	1,440	-	-	-	-	120	10,200	320	24,000	-	-	456	\$35,640
C) Post-Construction Services	4	360	8	640	-	-	20	1,700	16	1,200	-	-	48	\$3,900
A*) Pre-Construction Services	-	-	-	-	-	-	40	3,400	16	1,200	-	-	56	\$4,600
B*) Construction Services	16	1,440	-	-	-	-	120	10,200	160	12,000	-	-	296	\$23,640
C*) Post-Construction Services	4	360	8	640	-	-	12	1,020	16	1,200	-	-	40	\$3,220
Total Construction Management Services	44	3,960	20	1,600	0	-	332	28,220	536	40,200	-	-	932	\$73,980
4 Geotechnical Services														
A) Design Pavement Barms & Report (Assume	2	180	-	-	-	-	-	-	-	-	-	9,500	6	\$10,000
B) Barms at 20'0" Below	-	-	-	-	-	-	-	-	-	-	-	7,000	0	\$7,000
C) Construction Materials Testing	4	360	8	640	-	-	-	-	-	-	-	8,030	12	\$9,030
A*) Design Pavement Barms & Report	-	-	-	-	-	-	-	-	-	-	-	11,000	0	\$11,000
B*) Construction Materials Testing***	6	540	12	960	0	-	0	-	0	-	-	19,030	18	\$37,030
Geotechnical Services Total	146	13,140	446	35,600	300	24,600	332	28,220	536	40,200	-	36,028	1840	\$194,908
TOTAL COST OF SERVICES														
REIMBURSABLES														
Design Reproduction Costs														\$1,500
Construction Material/Production Costs														\$500
Construction Material Costs (50¢/day - 40¢/day)														\$1,200
Design Reproduction Costs*														\$1,500
Construction Vehicle Costs (\$30/day x 20day)**														\$600
TOTAL COST OF REIMBURSABLES														\$6,300
GRAND TOTAL PROJECT COST														\$201,208

NOTE: Previously approved funds have been denoted by the green text color.

* Denotes Contract Amendment Work Item Hours

** Construction Services hours calculated off of an assumed added project duration of 20 working days, totaling in 60 working days for the project

*** Materials Testing is based off of an assumed scope of rehabilitation. If methods and limits vary greatly a revised material testing fee will be proposed.