

SECTION 2 - CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: Elegant Construction Inc

THE HONORABLE MAYOR AND CITY COUNCIL
 CITY OF GARDEN GROVE
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92840

SUBJECT PROJECT: **GARDEN GROVE PARK IMPROVEMENTS-PHASE 2**
CITY PROJECT NO. 2163101280-2

Potential Bidders:

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal:

BID PROPOSAL

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT WRITTEN IN WORDS	UNIT PRICE	ITEM TOTAL
1	300-1.4 1 LS	Mobilization (maximum 6%) <u>Twenty Thousand dollars</u> Per Lump Sum	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
2	300-1.4 1 LS	Demolition / Clearing & Grubbing <u>Twenty two Thousand Dollars</u> Per Lump Sum	\$ <u>22,000.00</u>	\$ <u>22,000.00</u>
3	300-2.9 1 LS	Grading <u>Forty-Four Thousand Eight Hundred Dollars</u> Per Lump Sum	\$ <u>44,800.00</u>	\$ <u>44,800.00</u>
4	303-5.9 720 SF	Concrete Paving <u>Thirty Dollars</u> Per Square Foot	\$ <u>30.00</u>	\$ <u>21,600.00</u>
5	303-5.9 436 LF	Play Area Curb <u>Forty Dollars</u> Per Linear	\$ <u>40.00</u>	\$ <u>17,440.00</u>
6	313-1.1 1 LS	Storing & Installing Play Equipment <u>Eighty Thousand Dollars</u>	\$ <u>80,000.00</u>	\$ <u>80,000.00</u>

NOTES:

1. In case of discrepancy between the words and figures, the words shall prevail.
2. The aforementioned quantities are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work as may be deemed necessary or expedient by the Project Manager.

It is understood and agreed that:

(a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates established by the Director of the Department of Industrial Relations shall be posted by the Contractor at a prominent place at the site of the work.

The Federal Davis-Bacon Act prevailing wages apply to the work. If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the highest wage rate.

(b) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.

(c) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.

(d) The undersigned is licensed in accordance with the laws of the State of California.

(e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or on behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that the unit prices proposed herein shall remain fully in effect for 180 calendar days from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

Elegant Construction Inc

BIDDER'S NAME



AUTHORIZED SIGNATURE

DATE: 04/11/2022

Corporation

TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

188 Technology Dr, Irvine, CA 92618

ADDRESS

(949) 630-6029

TELEPHONE

FAX

05/31/2023

EXPIRATION DATE

CA License # 1053447

STATE OF CALIFORNIA LICENSE NUMBER

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor for compliance with Public Contract Code Sections §4104 of California Public Contract Code. Photocopy this form for

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of items of Work to be Performed
2p Name CROSS TOWN 756309	Phone 626 813-6693	<input type="checkbox"/> < \$1 million	Electrical
2p Address 5454 Diaz Street	Fax	<input type="checkbox"/> < \$5 million	
2p City State ZIP Strawvale CA 91706		<input type="checkbox"/> < \$10 million	
Name	Phone	<input type="checkbox"/> < \$15 million	
Address	Fax	<input type="checkbox"/> > \$15 million	
City State ZIP			
Name	Phone	<input type="checkbox"/> < \$1 million	
Address	Fax	<input type="checkbox"/> < \$5 million	
City State ZIP			<input type="checkbox"/> < \$10 million
Name	Phone	<input type="checkbox"/> < \$15 million	
Address	Fax	<input type="checkbox"/> > \$15 million	
City State ZIP			
Name	Phone	<input type="checkbox"/> < \$1 million	
Address	Fax	<input type="checkbox"/> < \$5 million	
City State ZIP			<input type="checkbox"/> < \$10 million
Name	Phone	<input type="checkbox"/> < \$15 million	
Address	Fax	<input type="checkbox"/> > \$15 million	
City State ZIP			

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

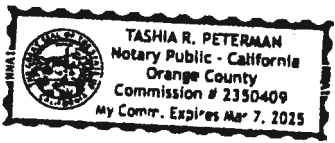


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on
this 9 day of April, 2022, by
Date Month Year



(1) Samer A / Hakim

(and (2) _____),
Name(s) of Signer(s)

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

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Attendant to Company Proposal 1

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP

State of California)
County of Orange) ss.

N/A _____, Affiant(s),
Being first duly sworn, each for itself deposes and says:

That _____
(Names of all Partners)

are partners, doing business under the firm name and style of

_____ and that said co-partnership
(Name of Firm)

makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20____.

Notary Public in and for the County of _____
_____, State of _____

Signature: _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Elegant Construction Inc

[proposed subcontractor,] hereby certifies that he/she/it has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses, as required by Executive Orders 10925, 1 1114, or 11246, and that, where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their implementing regulations. (eoc.gov/employers/eeol_survey/index.cfm)

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

Signature:  Date: 04/11/2022

Print Name: Samer Alhakim

Title: President

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

Under penalty of perjury under the laws of the State of California that the bidder has ____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any community services contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

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

GARDEN GROVE PARK IMPROVEMENTS-PHASE 2 CITY PROJECT
[NAME OF CONTRACT] NO. 2163101280-2

To the City of Garden Grove
DEPARTMENT OF COMMUNITY SERVICES.

In conformance with Title 23 United States Code Section 112 and California Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bidder's Proposal. By signing the Proposal, the Bidder has also signed this Noncollusion Affidavit.

Bidders are cautioned that making a false Certification may subject the Bidder to criminal prosecution.

Signature:  Date: 04/11/2022

Print Name: Samer Alhakim

Title: President

SECTION 4 B - QUESTIONNAIRE TO GENERAL CONTRACTORS (Continued)

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 4 years.

List of last three contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.


<u>Year</u>	<u>Type of Work</u>	<u>Contract Amt.</u>	<u>Location</u>	<u>For whom Performed & Phone Number</u>
2021	Park Improvement	\$363,767	Lake Forest	City of Lake Forest
2021	Gym improvements	\$150,000	La Mirada	City of La Mirada
2022	Fire Station Improvement	\$159,425	Orange	City of Orange

REFERENCES:

Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work of a similar nature and scope:

<u>Firm/Address</u>	<u>Type of Work</u>	<u>Contact Person Telephone No.</u>	<u>Contract Amount</u>
Lake Forest City Hall, 100 Civic Center Dr, Lake Forest, CA 92630	park improvement	Douglas erdman (949) 282-5233	\$363,767
City Gym of la mirada, 13806 La Mirada Blvd, La Mirada, CA 90638	City Gym improvements	Tony Moreno 562-902-2385	\$150,000
Fire Station #5, 1345 West Maple Avenue Orange, California, 92868	Fire Station Improevment	Joshua Soliz (714) 744-5588	\$159,425

Bidder's Name: Elegant Construction Inc

Authorized Signature:  Date: 04/11/2022

State of California Contractor's License No. 1053447

Contractor's License Expiration Date 05/31/2023

DIR Registration Number and Expiration Date PW-LR-1000406720 06/30/2022

Accompanying this Bid is

(NOTICE: INSERT THE WORDS "CASH (\$ _____), "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

IMPORTANT NOTICE

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

Samer Alhakim - President

Hazem Almassry - Vice President

Eyad Mallis - Secretary

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

License No. CA License 1053447 Classification(s) A-B-C8

ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s 1-2-3-4

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Project Manager's Estimate sheets that were received as part of the addenda.)

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 04/11/2022



Samer Al Hakim

[Signature]

President

Signature and Title of Bidder

Business Address 188 Technology Dr, Irvine, CA 92618

Place of Business California

Place of Residence 127 Carrotwood, Irvine, CA 92618



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the bid submitted to Furnish all Labor, Material, Tools and Equipment for the Furnish all Labor, Material, Tools, Equipment and Incidentals for the Garden Grove Park Improvements Project-Phase 2, per the bid specifications as described in, and in response to City of Garden Grove IFB No. 2163101280-2 was prepared in strict compliance with the instructions, conditions and terms listed in the IFB, Scope of Work/Bid Specifications and Sample Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

IFB Instructions and Terms & Conditions (Check One)

No Exceptions Taken Exceptions Taken

Scope of Work/Bid Specifications (Check One)

No Exceptions Taken Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

No Exceptions Taken Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in IFB, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any bids that are not accompanied with the required documentation as described above.

Signature

Samer Alhakim - President

Printed Name and Title

04/11/2022

Date

Elegant Construction Inc

Name of Proposer

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Community Services of CITY (hereinafter referred to as "DCS"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DCS, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed *Dollars \$* _____ *(xxxxxxxx.xx)*, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **Forty (40) working days** from the day the Notice to Proceed is issued by DCS, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DCS. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DCS may require in writing. Under no condition shall CONTRACTOR make any changes

its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DCS shall grant a further period of time), notify DCS in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DCS shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

- (a) A time extension;

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DCS may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DCS shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DCS will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DCS, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DCS finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DCS, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DCS, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DCS its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 2010, CG 2026, CG 20 33, or CG 20 38; and CG 2037) that conform to CITY's requirements, as approved by the CITY. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance, as approved by the CITY. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

- 19.5** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Project Manager. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of

CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Janet Pelayo
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5200 Phone
(714) 741-5579 Fax

TO CONTRACTOR:

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall

FAITHFUL PERFORMANCE BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,
_____ as Principal, and _____
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of _____

_____ Lawful money of the United States, for the payment of which we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____, telephone no. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the _____ day of _____, 2022 with the CITY OF GARDEN GROVE for **GARDEN GROVE PARK IMPROVEMENTS-PHASE 2, CITY PROJECT NO. 2163101280-2.**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

LABOR AND MATERIAL BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____

_____,
as Principal, and _____, as Surety,
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of _____
_____ Dollars (\$_____), lawful money of the United States,
for the payment of the sum, we bind heirs, our executors, administrators, successors, and ourselves
jointly and severally.

That the Surety's office is located at _____,
_____ telephone no. _____; the Surety is licensed to do business in the
State of California; and the California Insurance Agent's License No., address, and telephone no. are as
follows:

License No.: _____
Address: _____
Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____
Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 2022, with the CITY OF GARDEN GROVE for **GARDEN GROVE PARK IMPROVEMENTS-PHASE 2, CITY PROJECT NO. 2163101280-2**.
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
whose address is _____,
hereinafter called "owner", _____,
whose address is _____,
hereinafter called "contractor", _____,
and _____, whose address
is _____,
hereinafter called "escrow agent."

For the consideration hereinafter set forth, the owner, contractor, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the owner pursuant to the construction contract entered into between the owner and contractor for _____ in the amount of _____ dated _____ (hereafter referred to as the "contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When the contractor deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the owner and contractor. Securities shall be held in the name of the, _____ and shall designate the contractor as the beneficial owner.

(2) The owner shall make progress payments to the contractor for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the contractor until such time as the escrow created under this contract is terminated. The contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the owner pays the escrow agent directly.

(4) The contractor shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the contractor and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be the sole account of contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the owner.

(6) The contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written authorization from the owner to the escrow agent that the owner consents to the withdrawal of the amount sought to be withdrawn by contractor.

(7) The owner shall have a right to draw upon the securities in the event of default by the contractor. Upon two days' written notice to the escrow agent from the owner of the default, the escrow

On behalf of the escrow agent:
Title

Title

Name

Name

Signature

Signature

Address

Address

At the time the escrow account is opened, the owner and contractor shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/Contractor _____

Dated: _____

Title/Title _____

Approved as to Form _____

City Attorney



Contractor's License Detail for License # **667261**

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/11/2022 8:41:22 AM

Business Information

ROBERTSON INDUSTRIES INC

2414 W 12TH ST SUITE 5
TEMPE, AZ 85281

Business Phone Number:(602) 707-6894

Entity Corporation
Issue Date 03/17/1993
Expire Date 03/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D12 - SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 105209757

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **106005924** for PHILLIP MANZANAREZ in the amount of **\$12,500** with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Effective Date: 11/04/2013

Workers' Compensation

This license has workers compensation insurance with the ACE AMERICAN INSURANCE COMPANY

Policy Number: WLRC67821956

Effective Date: 08/01/2021

Expire Date: 08/01/2022

[Workers' Compensation History](#)

Other

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#)

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▼ Contractor's License Detail for License # 518691

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/11/2022 8:39:40 AM

Business Information

MIKE'S ELECTRIC
7437 GAVIOTA AVE
VAN NUYS, CA 91406
Business Phone Number:(818) 744-4661

Entity Sole Ownership
Issue Date 10/05/1987
Expire Date 10/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [SURETEC INSURANCE COMPANY](#).

Bond Number: 127081

Bond Amount: \$15,000

Effective Date: 07/01/2020

[Contractor's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:1976918

Effective Date: 05/01/2011

Expire Date: 05/01/2022

[Workers' Compensation History](#)

[Back to Top](#)

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Contractor's License Detail for License # 1063515

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/11/2022 8:37:11 AM

Business Information

GRADE BREAK GENERAL ENGINEERING LLC
1673 LOMACITA TERRACE
EL CAJON, CA 92021
Business Phone Number:(619) 715-5268

Entity	Ltd Liability
Issue Date	02/19/2020
Reissue Date	06/10/2020
Expire Date	06/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C21 - BUILDING MOVING, DEMOLITION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100498177

Bond Amount: \$15,000

Effective Date: 06/10/2020

[Contractor's Bond History](#)

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100500719

Bond Amount: \$100,000

Effective Date: 06/10/2020

Bond of Qualifying Individual

The qualifying individual KRISTOPHER WILLIAM GRIFFING certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/02/2020

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9275314

Effective Date: 04/30/2020

Expire Date: 04/30/2022

[Workers' Compensation History](#)

Liability Insurance Information

This license has liability insurance with [KINSALE INSURANCE COMPANY](#)

Policy Number: 01001138501

Amount: \$1,000,000

Effective Date: 04/29/2021

Expiration Date: 04/29/2022

[Liability Insurance History](#)

Miscellaneous Information

► 06/10/2020 - LICENSE REISSUED TO ANOTHER ENTITY

[Back to Top](#)

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Contractor's License Detail for License # 812439

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/11/2022 10:10:02 AM

Business Information

CICERO ENGINEERING INCORPORATED

P O BOX 9926
BRE A, CA 92822
Business Phone Number:(909) 594-9944

Entity	Corporation
Issue Date	09/12/2002
Reissue Date	12/10/2014
Expire Date	12/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100262172

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FRANK ROSARIO CICERO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/10/2014

Workers Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9124432

Effective Date: 02/18/2015

Expire Date: 02/18/2023

Workers' Compensation History

[Back to Top](#)

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SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

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

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

By: Edgar Rudyurrutia
owner

(Title)

Date: 04/10/22

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Mike's Electric

[proposed subcontractor,] hereby certifies that he/she/it has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their implementing regulations. (eoc.gov/employers/eeol survey/index.cfm)

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

Signature: Rudy Date: 24/10/22

Print Name: Edgar Rudy Urrutia

Title: DWU

Equal Employment Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

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

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

By: Rhawn Hawley
VP of Sales
(Title) J

Date: 4-11-2022

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Robertson Industries Inc.

[proposed subcontractor,] _____ hereby certifies that he/she/it has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses, as required by Executive Orders 10925, 1 1114, or 11246, and that, where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their implementing regulations. (eeoc.gov/employers/eeol_survey/index.cfm)

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

Signature: Richard Hawley Date: 4-11-2022

Print Name: Richard Hawley

Title: VP of Sales

Equal Employment Opportunity Clause


During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

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

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

By:  _____

Owner

(Title)

Date: 4/11/2022

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Grade Break General Engineering

[proposed subcontractor,] _____ hereby certifies that ~~he/she/it has~~, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their implementing regulations. (eeoc.gov/employers/eeol_survey/index.cfm)

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

Signature:  Date: 4/11/2022

Print Name: James Broome

Title: Owner

Equal Employment Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

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

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

By: Frank Cicero
Owner
(Title)

Date: 04/11/22

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Cicero Engineering

[proposed subcontractor,] hereby certifies that he/she/it has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their implementing regulations. (eoc.gov/employers/eeol_survey/index.cfm)

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

Signature: _____ Date: 4-11-22

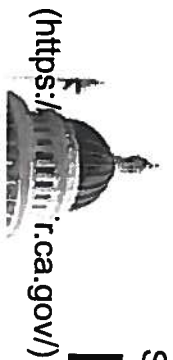
Print Name: Frank Cicero

Title: owner

Equal Employment Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.



State of California Department of Industrial Relations

Contractor Information

Legal Entity Name

Grade Break General Engineering LLC

Legal Entity Type

LLC

Status

Active

Registration Number

PW-LR-1000610198

Registration effective date

07/01/21

Registration expiration date

06/30/22

Mailing Address

1673 Lomacita Terrace El Cajon 92021 CA United State...

Physical Address

1673 Lomacita Terrace El Cajon 92021 CA United State...

Email Address

james@gradebreakengineering.com

Trade Name/DBA

Grade Break General Engineering

License Number (s)

CSLB:1063515

Registration History

Effective Date	Expiration Date
06/10/20	06/30/21
07/01/21	06/30/22

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Legal Entity Information

Corporation Entity Number:

202008710103

Federal Employment Identification Number:

850544408

Member name(s):

Member Legal Name:
Member Legal Entity Type:

Kristopher William Griffing
LLC

Member Legal Name:
Member Legal Entity Type:

James Hadley Broome
LLC

Agent for service:
Agent of Service Name:
Agent of Service Mailing Address:

James Broome
1673 Lomacita Terrace El Cajon 92021 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)??
Please provide your current worker's compensation insurance information below:

No

PEO InformationName Phone Email

Insured by Carrier
Policy Holder Name:
Insurance Carrier:
Policy Number:
Inception date:
Expiration Date:

Grade Break General Engineering LLC
State Compensation Insurance Fund
9275314
04/30/20
04/30/22

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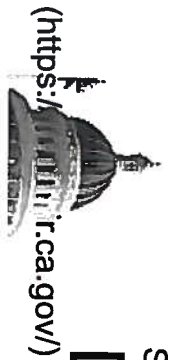
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State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

ROBERTSON INDUSTRIES, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000002700

Registration effective date

07/01/21

Registration expiration date

06/30/22

Mailing Address

2414 W 12TH ST, # 5 TEMPE 85281 AZ United States of...

Physical Address

2414 W 12TH ST, # 5 TEMPE 85281 AZ United States of...

Email Address

lfigueroa@toturf.com

Trade Name/DBA

License Number (s)

CSLB:667261

CSLB:667261

Registration History

Effective Date	Expiration Date
05/03/18	06/30/19
05/08/17	06/30/18
05/26/16	06/30/17
11/12/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22

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Legal Entity Information

Corporation Entity Number:

Federal Employment Identification Number:

President Name:

Vice President Name:

C1852756

860686635

RICHARD HAWLEY

TOM WHITTIER

Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:
Agent of Service Mailing Address:

CT CORPORATION SYSTEM
818 SEVENTH ST STE 930 LOS ANGELES 90017 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier
Policy Holder Name: ROBERTSON INDUSTRIES, INC.
Insurance Carrier: TRAVELERS PROPERTY CASUALTY COMPANY OF
Policy Number: 9D900314
Inception date: 08/01/20
Expiration Date: 08/01/21

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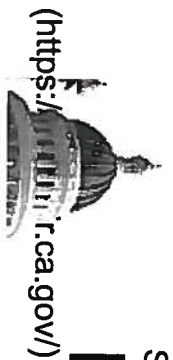
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3/3



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Department of Industrial Relations
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Contractor Information

Registration History

Legal Entity Name	MIKE'S ELECTRIC
Legal Entity Type	Sole Proprietorship
Status	Active
Registration Number	1000027143
Registration effective date	07/01/21
Registration expiration date	06/30/22
Mailing Address	7437 GAVIOTA AVE. VAN NUYS 91406 CA United States...
Physical Address	7437 GAVIOTA AVE. VAN NUYS 91406 CA United States...
Email Address	rudyyurruita@yahoo.com
Trade Name/DBA	MIKE'S ELECTRIC
License Number (s)	Other:518691 CSLB:518691

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Effective Date	Expiration Date
06/29/18	06/30/19
06/15/17	06/30/18
06/28/16	06/30/17
07/29/15	06/30/16
07/01/19	06/30/20
08/04/20	06/30/21
07/01/21	06/30/22

Legal Entity Information

Federal Employment Identification Number: 572237710
Sole Proprietor Name: MIKE'S ELECTRIC

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO PEO PEO

PEO InformationName Phone Email

Insured by Carrier

Policy Holder Name:

EDGAR URRUTIA

Insurance Carrier:

STATE FUND

Policy Number:

1976918

Inception date:

05/01/21

Expiration Date:

05/01/22

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State of California

Department of Industrial Rel

Contractor Information

Legal Entity Name
CICERO ENGINEERING INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000011722

Registration effective date
03/10/22

Registration expiration date
06/30/23

Mailing Address
PO BOX 9926 BREA 92822 CA United States of Ame...

Physical Address
3920 VALLEY BLVD., UNIT A WALNUT 91789 CA Uni...

Email Address
fcicero@ciceroengineering.com

Trade Name/DBA
CICERO ENGINEERING INC.

License Number (s)
CSLB:812439
Other:812439

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Registration History

Effective Date	Expiration Date
06/11/18	06/30/19
06/16/17	06/30/18
06/21/16	06/30/17
06/11/15	06/30/16
02/24/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
03/10/22	06/30/23

Legal Entity Information

Corporation Entity Number: C3693899

Federal Employment Identification Number: 471494474

President Name: FRANK CICERO

Vice President Name: FRANK CICERO

Treasurer Name: FRANK CICERO

Secretary Name: FRANK CICERO

CEO Name: FRANK CICERO

Agency for Service:

Agent of Service Name: FRANK CICERO

Agent of Service Mailing Address: 3920 VALLEY BLVD., UNIT A WALNUT 91