

BID

TO THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

FOR EARTHQUAKE SAFETY PROGRAM TBT INTERNAL RETROFIT, CONTRACT NO. 09AU-120.

Name of Bidder Shimmick / CEC Joint Venture

Business Address 8201 Edgewater Drive, Suite 202, Oakland, CA 94621

Address where notification should be sent Same as above

Business office number (510) 777-5000 facsimile (Fax) number (510) 777-5099

Email address jhelmick@shimmick.com (where notification should be sent).

Please indicate how you found out about this Contract: (check all that apply)

- Through newspaper advertisement
- Through BART web site
- Through one of the plan rooms
- Through advance notice to Bidders
- Other (_____)

The Work to be done is located in the Counties Alameda and San Francisco, State of California, and is to be done in accordance with the Contract Document which include the Contract Drawings and the referenced sections of BART Facilities Standards, Standard Specifications, Release R3.02, dated January 2015, and the Contract Book incorporating the General Conditions, Supplementary Conditions, Contract Specifications, and other documents as listed therein.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the undersigned has carefully examined the location of the proposed Work, the annexed proposed form of Contract, and the Contract Documents therein referred to; and the undersigned proposes and agrees, if this Bid is accepted, that the undersigned will contract with the San Francisco Bay Area Rapid Transit District, in the form of the copy of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and to do all the Work and provide all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the undersigned will take in full payment therefor the following prices:

BASE BID SCHEDULE

ITEM	SPEC SEC	DESCRIPTION OF ITEM	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
1	01 45 24	Demonstration Test (Note: See Contract Specifications Section 01 45 24 for limitations regarding payment of the Bid Price amount for Demonstration Test)	LS	1	xxx	\$5,200,000
2	01 71 13	Mobilization (Note: See Contract Specifications Section 01 71 13 for limitations regarding payment of the Bid Price amount for Mobilization)	LS	1	xxx	\$210,750,000
3	01 71 23	Field Engineering (Note: See Contract Specifications Section 01 71 23 for limitations regarding payment of the Bid Price amount for Field Engineering)	LS	1	xxx	\$5,000,000
4	03 30 00	Concrete Invert Replacement & Other Concrete Work	LF	7,258	\$7,250	\$52,102,750
5	05 58 00	Furnish Retrofit Steel Plates (F)	Tons	6,282	\$7,700	\$48,140,400
6	05 58 00	Install Retrofit Plates in Bores	LF	7,412	\$7,330	\$54,329,960
7	02 41 19	Wall Concrete Removal Inside Bores (F)	CY	73	\$10,000	\$730,000
8	05 58 00	Install Retrofit Plates in Galleries	LF	2,527	\$10,000	\$25,270,000
9	22 14 29	Mechanical Work	LS	1	xxx	\$9,000,000
10	20 70 26	Electrical Work	LS	1	xxx	\$35,000,000
11	13 54 00	Plugs for Investigation Holes	LS	1	xxx	\$1,000,000
12	01 35 14	Work Shift Cancellation	DAY	20	\$45,000	\$900,000
13	01 20 00	Allowance for Partnering	ALLOW	1	xxx	\$35,000
TOTAL BASE BID PRICE (ITEMS 1 THROUGH 13 INCLUSIVE)						\$2107,003,110

ADDITIVE BID ITEM 1 BID SCHEDULE

ITEM	SPEC SEC	DESCRIPTION OF ITEM	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
14	VARIES	Gallery Retrofit of Tubes 21 through 23	LS	1	xxx	\$9,200,000
TOTAL ADDITIVE BID ITEM 1 BID PRICE (ITEM 14)						\$9,200,000

ADDITIVE BID ITEM 2 BID SCHEDULE

ITEM	SPEC SEC	DESCRIPTION OF ITEM	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
15	VARIES	Type I Retrofit of Tube 28	LS	1	XXX	\$1,100,000
TOTAL ADDITIVE BID ITEM 2 BID PRICE (ITEM 15)						\$1,100,000

ADDITIVE BID ITEM 3 BID SCHEDULE

ITEM	SPEC SEC	DESCRIPTION OF ITEM	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
16	VARIES	Type I Retrofit of Tube 29	LS	1	XXX	\$10,000,000
TOTAL ADDITIVE BID ITEM 3 BID PRICE (ITEM 16)						\$10,000,000

ADDITIVE BID ITEM 4 BID SCHEDULE

ITEM	SPEC SEC	DESCRIPTION OF ITEM	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
17	VARIES	Type I Retrofit of Tube 27 & Gallery Retrofit of Tube 5	LS	1	XXX	\$12,500,000
TOTAL ADDITIVE BID ITEM 4 BID PRICE (ITEM 17)						\$12,500,000

ADDITIVE BID ITEM 5 BID SCHEDULE

ITEM	SPEC SEC	DESCRIPTION OF ITEM	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
18	VARIES	Type II Retrofit of Tube 30	LS	1	XXX	\$3,200,000
TOTAL ADDITIVE BID ITEM 5 BID PRICE (ITEM 18)						\$3,200,000

BID SUMMARY

TOTAL BASE BID PRICE (ITEMS 1 THROUGH 13 INCLUSIVE)	\$207,083,110
TOTAL BASE BID PRICE PLUS ADDITIVE BID ITEM 1	\$231,283,110
TOTAL BASE BID PRICE PLUS ADDITIVE BID ITEMS 1 AND 2	\$206,883,110
TOTAL BASE BID PRICE PLUS ADDITIVE BID ITEMS 1, 2 AND 3	\$296,883,110

TOTAL BASE BID PRICE PLUS ADDITIVE BID ITEMS 1, 2, 3 AND 4	\$303,322.110
TOTAL BASE BID PRICE PLUS ADDITIVE BID ITEMS 1, 2, 3, 4 AND 5	\$312,582.110

The above item totals for all Bid Items for **BASE BID, ADDITIVE BID ITEMS: 1, 2, 3, 4, AND 5**, are submitted by the Bidder for the convenience of the District. In the event of discrepancy between the Bid unit price and the amount entered in the item total column, the Bid unit price shall govern. The District will calculate the total Bid Price based on the unit prices or lump sum prices bid, as applicable. In the event of a discrepancy between the District's calculation and the item totals for all Bid Items as submitted by the Bidder, the District's calculations shall govern.

FOR A BID TO BE CONSIDERED, ALL ITEMS IN THE BASE BID, ADDITIVE BID ITEMS: 1, 2, 3, 4, AND 5 MUST BE BID. FAILURE TO SUPPLY BID PRICES FOR ALL ITEMS WILL RESULT IN A BID BEING DEEMED NON RESPONSIVE.

The District reserves the right, in its sole discretion, to make no Award, or to make an Award of the Contract to the lowest responsible Bidder as determined by adjusting the Bid Price for Bidders that are eligible for the Small Business Program preference as described in the Instructions to Bidders Paragraph 14.B and in the order of preference below:

1. Total Bid Price for the Base Bid plus Additive Bid Items 1, 2, 3, 4 and 5.
2. Total Bid Price for the Base Bid plus Additive Bid Items 1, 2, 3 and 4.
3. Total Bid Price for the Base Bid plus Additive Bid Items 1, 2 and 3.
4. Total Bid Price for the Base Bid plus Additive Bid Items 1 and 2.
5. Total Bid Price for the Base Bid plus Additive Bid Item 1.
6. Total Bid Price for the Base Bid.

DETERMINATION OF THE SELECTION TO BE AWARDED AS SET FORTH ABOVE WILL BE BASED ON THE AMOUNT OF AVAILABLE FUNDING REVEALED AT THE TIME OF THE BID OPENING.

IF NONE OF THE BIDS ARE WITHIN THE AMOUNT OF AVAILABLE FUNDING REVEALED AT THE TIME OF BID OPENING, THE DISTRICT RESERVES THE RIGHT TO AWARD THE CONTRACT ON THE BASIS OF THE LOWEST PRICE FOR THE BASE BID ONLY.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

If the Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as specified, with surety satisfactory to the District, or to comply with the District's Insurance Requirements within ten (10) Days after the Bidder has received notice from the District that the Contract has been awarded, unless the District, in its discretion, allows additional time in writing for such submissions, the District may, at its option, determine that the Bidder has abandoned the Contract; thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall occur and the same shall be property of the District.

Accompanying this Bid is ⁽¹⁾ Bidder's Bond in an amount equal to at least ten percent (10%) of the Total Bid Price for the Base Bid and the Price for all Additive Bid Items.

Receipt of the following attached Addenda is hereby acknowledged:

Addenda numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

The Bidder, Shimmick / CEC Joint Venture

(name),

hereby certifies that:

- (A) Bidder is aware of the provisions of Supplementary Conditions Article SC7.1 regarding the District's Non-Discrimination Program for Subcontracting for the Contract and the requirements for submission therefor; and
- (B) Bidder has read the Contract Book, understands its requirements, including those for keeping records, and has asked for explanations of anything it did not understand.
- (2) Bidder holds California Contractor's license No. 1016472, Classification A, B, C10, C13, C51, HAZ. The license expiration date is 7/31/18. Bidder's current DIR Contractor's Registration Number is 1000040885. If the Bidder is a joint venture, list the California Contractor's license numbers, classifications and expiration dates and Contractor's DIR Registration Numbers for each joint venturer as follows:

(3) Name of Joint Venturer	Contractor's License	Classification	Expiration Date	DIR Contractor's Registration
A. <u>Shimmick Construction Company, Inc.</u>	<u>594575</u>	<u>A, B, C10, C13, C51, HAZ</u>	<u>5/31/18</u>	<u>1000001063</u>
B. <u>California Engineering Contractors, Inc.</u>	<u>274652</u>	<u>A</u>	<u>8/31/17</u>	<u>1000002761</u>
C. _____	_____	_____	_____	_____

Failure to provide any joint venturer's information as required above may render the Bid non-responsive.

Bidder declares under penalty of perjury that the foregoing is true and correct.

Shimmick / CEC Joint Venture
 (4) Name of Bidder
Christian P. Fassari
 (4) Signature of Bidder
 (5)
 (6) Christian Fassari, Joint Venture Representative
 Print Name and Title of Person Signing

Dated September 20, 2016.

NOTES:

- (1) Insert the words "cash," "cashier's check," "certified check," or "Bidder's Bond," as the case may be.
- (2) If the Bidder is joint venture the Bidder may submit its valid State Contractor's license number, classification and expiration date with the Bid, but shall submit such information no later than 2:00 p.m. on Friday of the week following the date of Bid opening to the Contract Administrator at the address indicated in the Instructions to Bidders.
- (3) If the joint venture consists of more than three joint ventures, add additional lines as needed.
- (4) If the Bidder is a joint venture, the name of the Bidder and the signature shall match the name of the joint venture and the signature as provided in the joint venture agreement and conform with the requirements in the Instructions to Bidders.
- (5) If the Bidder in its Bid furnished anything not called for by these Contract Documents (a cover letter, Bidder's own form, or a notation on the Bid Form not called for by this form, for example), the Bidder is cautioned that it runs the risk that it has submitted a Bid which does not conform to the District's Contract Documents, and therefore must be rejected.
- (6) Bids shall be presented under sealed cover as provided in the Instructions to Bidders.

DESIGNATION OF SUBCONTRACTORS, M/WBE, AND SB PARTICIPATION FORM

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code Section 4100 et seq.), Bidder shall list in Part I of this form the name and address of each Subcontractor to whom Bidder proposes to subcontract more than 1/2 of 1% of the Work, description of portion of work or services subcontracted, total dollar amount of the portions of the work or services subcontracted, whether the Subcontractor is an MBE or WBE or both or whether the Subcontractor is an SB, the California Contractor license number of the Subcontractor. An inadvertent error in listing a Subcontractor's California contractor license number may be corrected by Bidder within twenty four (24) hours after the Bid opening provided the corrected contractor's license corresponds to the submitted name and location for that Subcontractor. The above list of information shall be submitted with the Bid. Other information required in Part I herein may be submitted up to 24 hours after the designated time to submit the Bid. Bidder's attention is directed to Article GC5.7.1 of the General Conditions.

In addition, in Part II of this form list all MBEs, WBEs, and SBs not subject to the requirements of General Conditions Article GC5.7.1.

Pursuant to Sections 1725.5 and 1771.1 of the State Labor Code, all Contractors and Subcontractors must be registered with the California Department of Industrial Relations (DIR) in order to be qualified to bid on this Contract or to be listed as a Subcontractor. An inadvertent error in listing a Subcontractor who is not registered pursuant to Section 1725.5 in a Bid, may be corrected by the Bidder within twenty four (24) hours after the Bid opening if the Subcontractor registers and pays the penalty registration fee described in Section 1725.5 of the State Labor Code. Alternatively, the Subcontractor may be replaced with a registered Subcontractor pursuant to Section 4107 of the Public Contract Code.

If a firm is owned and controlled by a Minority Woman or Minority Women, then the firm may be counted towards meeting both the MBE and WBE Availability Percentages. Accordingly, both MBE and WBE boxes should be checked.

Attach additional copies of this form if more space is needed and paginate the forms (i.e., Page ___ of ___)

Name and Address	MBE (Check if MBE)	WBE (Check if WBE)	SB (check if 1 st or 2 nd Tier SB)	Description of Portion of Work or Services Subcontracted	Total Dollar Amount of Subcontracted Work or Services
I. All Subcontractors (MBEs, WBEs, Non-MBEs, Non-WBEs, and first-tier SBs subject to the requirements of General Conditions Article GC5.7.1					
Name: _____ _____ Address: _____ _____ California Contractor License No. _____ DIR Contractor Registration No. _____ Phone Number: _____ Age of Firm: _____ Annual Gross Receipts as of last Tax Year: \$ _____					Base Bid \$ _____ Additive 1 \$ _____ Additive 2 \$ _____ Additive 3 \$ _____ Additive 4 \$ _____ Additive 5 \$ _____

Name and Address	MBE (Check if MBE)	WBE (Check if WBE)	SB (check if 1 st or 2 nd Tier SB)	Description of Portion of Work or Services Subcontracted	Total Dollar Amount of Subcontracted work or Services
11. All WBEs, WBEs and first and second-tier SBs not subject to the requirements of General Conditions Article GC5.7.1					
Name: <u>Montez Group, Inc.</u> Address: <u>925 Treat Avenue</u> <u>San Francisco, CA 94110</u> DIR Contractor Registration No. <u>1000013209</u> Phone Number: <u>415-430-5029</u> Age of Firm: <u>5 years</u> Annual Gross Receipts as of last Tax Year: <u>\$ 300,000</u>	✓		1 st ✓ 2 nd _____	Inspection Service	Base Bid <u>\$1,000,000</u> Additive 1 \$ _____ Additive 2 \$ _____ Additive 3 \$ _____ Additive 4 \$ _____ Additive 5 \$ _____
Name: <u>Rupert Construction Supply LP</u> Address: <u>3941 Park Drive #20-487</u> DIR Contractor Registration No. <u>1000008293</u> Phone Number: <u>925-229-5517</u> Age of Firm: <u>14 years</u> Annual Gross Receipts as of last Tax Year: <u>\$ 12,000,000</u>		✓	1 st _____ 2 nd _____	Material Supply Bolts	Base Bid <u>\$2,000,000</u> Additive 1 \$ _____ Additive 2 \$ _____ Additive 3 \$ _____ Additive 4 \$ _____ Additive 5 \$ _____
Name: _____ Address: _____ DIR Contractor Registration No. _____ Phone Number: _____ Age of Firm: _____ Annual Gross Receipts as of last Tax Year: \$ _____			1 st _____ 2 nd _____		Base Bid \$ _____ Additive 1 \$ _____ Additive 2 \$ _____ Additive 3 \$ _____ Additive 4 \$ _____ Additive 5 \$ _____

NONCOLLUSION DECLARATION

CONTRACT NO. 09AU-120

EARTHQUAKE SAFETY PROGRAM TBT INTERNAL RETROFIT

(To be executed by Bidder and submitted with Bid)

Christian Fassari, declares that he or she is JV Representative of Shimmick / CEC Joint Venture
(Bidder's Name) (Title) (Company's Name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly 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 to 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 its Bid Price or any breakdown thereof, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 20, 2016

Shimmick / CEC Joint Venture
Name of Bidder

Christian P. Fassari

Signature of Bidder

(Attention is directed to General Conditions Article GC7.1.2
Fair Employment Practices, State Fair Employment and Housing Act.)

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

The undersigned in submitting a Bid for performing the following work by contract, hereby certifies that it has or will meet the standards of affirmative compliance with the Fair Employment Practices Requirements of the Contract.

CONTRACT NO. 09AU-120

EARTHQUAKE SAFETY PROGRAM TBT INTERNAL RETROFIT

Shimmick / CEC Joint Venture

Name of Bidder

By: Christian P. Fassari
Signature of Bidder

Christian Fassari, Joint Venture Representative

Print Name and Title of Person Signing

8201 Edgewater Dr. STE 202, Oakland, CA 94621

Business Address

Oakland, CA

Place of Residence

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

(Submit with Bid)

Certification to be executed by Bidder and each proposed first-tier Subcontractor or subsupplier whose Subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

Bidder must use its best efforts to collect the Certification from each first-tier Subcontractor or subsupplier whose Subcontract exceeds \$100,000 and to submit such Certifications along with its own to the District on the Bid date.

Bidder is advised that all Certifications must be submitted on the Bid date unless there is reasonable cause for delay; however, Bidder is cautioned that unless all Certifications are submitted within five (5) Days after the date Bids are due, the Bid may be considered non-responsive. See instructions to Bidders for submitting Certifications after the Bid due date.

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any BART Director, or any candidate for Director, in excess of \$1,000 from the date Bids are opened by the District until the Award of the Contract.
2. It understands that the term "contribution" shall have the same meaning as defined in California Government Code Section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Bidder is awarded the Contract, the undersigned shall continue to comply with this prohibition for three (3) months following Award of the Contract.

Shimmick / CEC Joint Venture

Name of Firm

Christian P. Fassari

Signature

9/20/16

Date

Christian Fassari, Joint Venture Representative

Print Name and Title

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

(Submit with Bid)

Certification to be executed by Bidder and each proposed first-tier Subcontractor or subsupplier whose Subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

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The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any BART Director, or any candidate for Director, in excess of \$1,000 from the date Bids are opened by the District until the Award of the Contract.
2. It understands that the term "contribution" shall have the same meaning as defined in California Government Code Section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Bidder is awarded the Contract, the undersigned shall continue to comply with this prohibition for three (3) months following Award of the Contract.

Rupert Construction Supply, LP

Name of Firm

Samantha Ellsworth

Signature

9-20-16

Date

Samantha Ellsworth, Project Manager

Print Name and Title

ADDENDUM A

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT MAJOR PROJECTS
PROJECT STABILIZATION AGREEMENT
AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor ("Contractor") on a Project covered by the San Francisco Bay Area Rapid Transit District Major Projects Project Stabilization Agreement ("Project"), for and in consideration of the award to it of a contract to perform work on said Major Project, and in further consideration of the mutual promises made in the Major Project Project Stabilization Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.
2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;
3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document.
4. By executing this Agreement to Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements and plans for the provision of fringe benefits that accrue to the undersigned's employees, as set forth in Article 15 of the Agreement, pursuant to the applicable Master Labor Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds. Contractor agrees to execute a separate Subscription Agreement(s) for each trust fund that requires such a document.

This document shall constitute a subscription agreement, to the extent of the terms of the letter.

Date September 20, 2016 Company Name Shimmick / CEC Joint Venture
Name of Prime Contractor or
Higher Level Subcontractor Shimmick / CEC Joint Venture
Signature Christian B. Fassari Print Name Christian Fassari
Title Joint Venture Representative Contractor's License # 1016472
Motor Carrier Permit (CA) #: 101392 CA Public Works Contractor Registration #: 1000040885

ADDENDUM A

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT MAJOR PROJECTS
PROJECT STABILIZATION AGREEMENT
AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor ("Contractor") on a Project covered by the San Francisco Bay Area Rapid Transit District Major Projects Project Stabilization Agreement ("Project"), for and in consideration of the award to it of a contract to perform work on said Major Project, and in further consideration of the mutual promises made in the Major Project Project Stabilization Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement;
2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;
3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document.
4. By executing this Agreement to Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements and plans for the provision of fringe benefits that accrue to the undersigned's employees, as set forth in Article 15 of the Agreement, pursuant to the applicable Master Labor Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds. Contractor agrees to execute a separate Subscription Agreement(s) for each trust fund that requires such a document.

This document shall constitute a subscription agreement, to the extent of the terms of the letter.

Date 09/15/2012 Company Name Montez Group, Inc.
Name of Prime Contractor or
Higher Level Subcontractor Shimmick / CPC Joint Venture
Signature [Signature] Print Name Oscar Zavaleta
Title Principal Contractor's License # NA
Motor Carrier Permit (CA) #: N/A CA Public Works Contractor Registration #: 1000013209