



February 22, 2011

CITY OF LOS ANGELES  
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CONSTRUCTION  
DIVISION  
HARBOR DEPARTMENT

V11-721

Via Email (CTTrinidad@portla.org)  
& U.S. Mail

Christopher Trinidad  
Project Construction Manager  
Port of Los Angeles  
425 S. Palos Verdes St., 3<sup>rd</sup> Floor  
San Pedro, CA 90731

Re: International Brotherhood of Electrical Workers (the "Union") Letter  
Dated February 10, 2011

Dear Mr. Trinidad:

This firm represents Minco Construction ("Minco"), the lowest bidder on the Fiber Optic Network Phase #1-Vincent Thomas Bridge Spec No. 2720 project ("Project"). This letter shall constitute Minco's formal response to the Union's letter dated February 10, 2011, wherein the Union claims that Minco's bid should be rejected based upon its prior litigation and for alleged labor violations. As set forth below, the Union's letter wholly lacks merit, and does not provide a sufficient basis to reject Minco's bid. Indeed, the Union's attempts to interfere with Minco's contractual relations are improper and part of its ongoing efforts to discriminate against non-union contractors. Accordingly, Minco requests that the Port of Los Angeles ("Port") reject the Union's claims and award the contract to Minco, the lowest responsive and responsible contractor.

**1. Minco Exceeds California's Standards For A Responsible Contractor**

Both California law and the Los Angeles Administrative Code provide guidelines to determine whether a contractor meets the minimum requirements to qualify as a responsible contractor in order to be awarded a contract. On this Project, Minco submitted the requisite pre-bid questionnaire, and the information contained therein evidences that Minco's qualifications well exceed the minimum requirements to qualify as a responsible contractor.<sup>1</sup>

Section 10.40.2(a) of Article 14 Division 10 of the Los Angeles County Administrative Code, provides that the Port, "[p]rior to awarding a contract, . . . shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract."

<sup>1</sup> Pursuant to Section 10.40.2(b) of Article 14 Division 10 of the Los Angeles County Administrative Code, Minco duly submitted a questionnaire to the Port prior to the award of the contract. Notably, the Union does not dispute the truthfulness of the information contained in Minco's questionnaire, as the information was proper and accurate.

Transmittal  
No.  
5

This determination must be made “from reliable information concerning a number of criteria, including . . . management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.” *Id.* [emphasis added]. The Port’s determination of responsibility must comply with State and Federal law. See Section 10.40.8 of Article 14 Division 10 of the Los Angeles County Administrative Code (“The provisions of this article shall not be applicable to those instances in which its application would be prohibited by federal or state law . . .”).

Minco is a reputable contractor that has significant public works experience and is pre-qualified by several state and local agencies to bid and perform work on construction projects. Moreover, the Union’s reliance on litigation claims asserted against Minco is exaggerated and misleading, as Minco’s litigation history is relatively insignificant and the referenced labor claims have been duly resolved. Thus, the Union’s objections are overstated and inaccurate, and, as such, unreliable. Accordingly, the Port must award the contract to Minco the lowest responsive and responsible bidder.

## **2. Minco Is A Reputable And Responsible Contractor**

Minco was formed in 1991 by Rafaat Mina, Minco’s owner. Minco is a local business that has a strong reputation in the construction community and has proven to be a trustworthy and responsible contractor. Since 1991, Minco has steadily grown its business operations and has increased its bonding capacity.

Since 1993, Minco has performed over 100 public works projects and approximately 40 public works projects with contract amounts exceeding \$1,000,000. Since 2005, Minco grown from 25 employees to more than 80 employees who perform various trades and have a vast range of experience. From 2005, Minco’s bonding capacity increased from \$2,000,000/single and \$3,000,000/cumulative to \$25,000,000/single and \$50,000,000/cumulative.

Minco’s steady and consistent growth as a contractor has enabled it to undertake significant and complex projects for a variety of public agencies throughout Southern California. Indeed, Minco is currently pre-qualified to bid and perform work for 9 different state and local agencies, including the Long Beach Community College District. These pre-qualifications range from \$3,500,000 to more than \$37,000,000.<sup>2</sup>

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<sup>2</sup> Minco is pre-qualified by the: Long Beach Community College District to bid on projects exceeding \$3,500,000; California State Universities (\$3,500,000); Mt San Antonio College \$10,000,000); Rowland Unified School Dist. (\$37,792,000); Alhambra Unified School Dist. (\$13,200,000); Metropolitan Transportation Authority; North Orange County Community College Dist.; Covina Valley Unified School Dist.; Compton Community College; and Santa Monica – Malibu Unified School Dist.

As the foregoing evidences, Minco has significantly grown its business operations and has shown the ability to consistently commence and complete work on a variety of construction projects. Indeed, Minco's strong performance and reputation are evidenced by its ability to steadily increase its bonding line of credit and to qualify for a vast range of pre-qualifications with different public agency. If Minco were not a "responsible" contractor as the Union alleges, then it would not have achieved such recognition and advancement by the surety industry and public agencies.

**3. The Union's Assertions Regarding Minco's Litigation History Are Exaggerated And Misleading**

The Union, in its letter, spends a significant amount of effort describing and addressing the number and types of litigation that Minco has been involved in since its inception in 1991. The Union proffers that, due to these claims, Minco is not a responsible contractor and must be disqualified from working on this Project. As set forth in more detail below, the Union's claims and accusations are unsubstantiated and exaggerated, and, as such, must be rejected.

In its letter, the Union identifies and includes 4 separate exhibits referencing litigations involving Minco's work for the Redondo Beach Unified School District. See Exhibits 7, 8, 16 and 17 to the Union's letter. These litigations involve the same primary claims and project, and, as such, must be viewed as a single action. Specifically, during the Redondo project, one of Minco's subcontractors (Luxor Plumbing) defaulted and delayed Minco's completion of the Project. As a result of these delays, the District improperly terminated Minco's contract. After the project was completed, Minco, Luxor Plumbing and the District filed actions against each other arising from the Project. All of the claims were resolved prior to trial. More importantly, the District **rescinded its termination of Minco and paid** Minco a substantial portion of its contract balance and retention. Thus, the Union's reliance on these litigations to question Minco's integrity is improper and misleading, as the District's improper termination was rescinded and Minco was vindicated.

The Union's letter also improperly relies upon a number of litigations that were resolved before Minco substantively engaged in the litigation. See Exhibits 10, 12 and 13 to the Union's letter. For example, the GCI and Simplexgrinnell actions involved claims filed by Minco's subcontractors for payment of retention. These subcontractors commenced the litigation **before** Minco had received the retention from the public

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agency. All of these actions were resolved once the public agency released the retention and prior to Minco substantively engaging in the litigation.<sup>3</sup>

The Union also incorrectly asserts that the referenced prevailing wage complaints prove that Minco is ignoring its prevailing wage obligations. As stated above, Minco has been involved in more than 70 public works projects since 2005. Due to the volume of projects and the complexity of the prevailing wage laws, it is not unreasonable to expect a contractor to encounter issues. Several of the litigations relied upon by the Union arise from Minco's inadvertent mis-classification of workers or its mistaken failure to timely identify increases in the prevailing wage rate. Moreover, many of the claims relied upon by the Union were either resolved for significantly reduced amounts or were dismissed out right. In each of the referenced cases, Minco has promptly addressed the claims and remedied any errors to the extent they are proven by the responsible agency.

For example, the apprentice violations concerning the Riley and Magruder projects were dismissed without any penalties assessed against Minco. See Exhibit A attached hereto. Similarly, the claims on the Palos Verdes Library project were settled for less than \$3,000 and the labor claims (exceeding \$65,000) on Orange Coast Community College project were resolved for payment of \$6,000. As the foregoing evidences, while Minco may have been involved with labor claims throughout its 18 years of operations, these claims were sporadic and were not the result of Minco's intentional actions. In every instance, Minco was able to promptly resolve these claims, and all of the claims have been resolved in their entirety.<sup>4</sup>

Finally, the Union recently supplemented its claim by referencing correspondence between Minco and Long Beach Community College District regarding Minco's 2009 pre-qualification application. Contrary to the Union's claims, the Long Beach Community College District **did not** disqualify Minco in September of 2009. Rather, Minco successfully appealed the District's preliminary determination and ultimately proved that Minco complied with the pre-qualification forms and the District rescinded its preliminary determination. In fact, Minco has and continues to bid and be awarded projects with the Long Beach Community College District. Indeed, since 2005, Minco has been awarded and completed three different projects for Long Beach Community College District, with the two most recent projects completed in 2009 and 2010. See

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<sup>3</sup> In addition, the Union improperly relies upon a litigation asserted by a neighboring home owner for damage to its house resulting from construction activities on a public works project where Minco was performing work. See Exhibit 14 to the Union's letter. This claim was ultimately resolved and is irrelevant to the Port's determination as to whether Minco is a responsible contractor.

<sup>4</sup> Notably, the Union originally claimed that several of the labor claims were part of an "active investigation." See Exhibit B. The Union's February 3, 2011, email cites to an investigation that occurred in **January 2010**, and alleges that this year old claim is part of an active investigation. The Union's contentions are simply false, as Minco promptly resolved the referenced claim in 2010 and there is no active investigation concerning the Cerritos project. See Exhibit C.

Exhibit D. As such, the Union's claims that the Long Beach Community College District disqualified Minco in September 2009, is wholly inaccurate and misleading.

**4. The Port Is Obligated Under California Law To Take A Practical And Reasonable Approach**

The Port, in considering the Union's letter, is required to view this matter in a practical and reasonable light. If viewed in this manner, the Port must reject the Union's position and award the contract to Minco.

Minco is a local contractor that specializes in electrical/data projects. Minco possesses Class A, B, C-7 and C-10 contractor licenses, and has performed work on similar projects throughout Southern California. Because Minco has significant experience with similar types of projects, Minco is a logical and well suited applicant for this Project. Moreover, by allowing Minco to perform work on this Project, the Port will benefit from the cost savings associated with awarding the Project to the lowest bidder.

It is well established under California law that bids and pre-qualification applications which substantially conform to a public agency's request must be accepted. Ghilotti Construction Co. v. City of Richmond (1996) 45 Cal.App.4th 897, 904-905 (citing 47 Ops.Cal.Atty.Gen. 129, 130 (1966)). Therefore, bids and pre-qualification applications must be evaluated from a practical point of view, giving due consideration to the public interest being served. Ghilotti, 45 Cal.App.4th at 908-909.

The Port is required to take a practical approach in evaluating Minco as a contractor, much like it would in evaluating a bid. This practical approach to evaluating bids has been set forth by the California Supreme Court:

As one leading treatise explains: The provisions of statutes, charters and ordinances requiring competitive bidding in the letting of municipal contracts are for the purpose of inviting competition, to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable, and they are for the benefit of property holders and taxpayers, and not for the benefit or enrichment of bidders, and should be so construed and administered as to accomplish such purpose fairly and reasonably with sole reference to the public interest. . . . Competitive bidding provisions must be read in the light of the reason for their enactment, or they will be applied where they were not intended to operate and thus deny municipalities authority to *deal with problems in a sensible, practical way.*

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Domar Electric, Inc. v. City of Los Angeles (1994) 9 Cal.4th 161, 173; Dougherty v. Folk (1941) 46 N.E.2d 307, 311.

In the instant matter, Minco's qualifications exceed the requirements of the Los Angeles County Administrative Code and California law, and, therefore, Minco must be found to be the lowest responsive and responsible bidder on the Project. As discussed above, Minco is a well-established local contractor with a strong reputation in the construction industry. It is, therefore, in the Port's best interests to have this Project completed by a qualified and experienced contractor who understand the complexity of the Project.

Moreover, the Union's concerns regarding Minco compliance with the prevailing wage laws for the Project are overstated and misguided, as the Port has ample procedures and mechanisms to monitor and enforce the applicable prevailing wage laws. In addition, Minco has taken affirmative steps, companywide, to protect against future prevailing wage claims, as it performs periodic internal audits of its records and has instituted procedures to work with the public agencies to verify and confirm that its employees are properly classified under California law.

Based upon the foregoing, Minco posits that the Port is obligated under California law to take a reasonable and practical approach to reviewing Minco's contracting history. If viewed in this light, the Port must find that Minco should be awarded the Project contract.

## 5. Conclusion

In the final analysis, the Union's claims are overstated and fall woefully short of proving that Minco is not a responsible contractor under California law. The Union's allegations have been exaggerated, as there are no "active investigations" involving Minco's work on public works projects, and Minco's litigation history is insignificant when the actions are put into context and viewed in a reasonable manner.

For all of the foregoing reasons, the Port must find that Minco is the lowest responsive and responsible bidder on the Project and award the contract to Minco. If you need any additional information regarding the Union's claims, please contact me.

**SALAMIRAD MORROW P.C.**



Christopher G. Morrow

Enclosures

EXHIBIT A

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS  
455 GOLDEN GATE AVENUE, 8<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94102  
(415) 703-4920



ADDRESS REPLY TO:  
P.O. Box 420603  
San Francisco, CA 94142

**NOTICE OF VIOLATION**

June 10, 2002

Re: Mina  
Minco Construction  
1360 West 228<sup>th</sup> St #3  
Torrance, CA 90501

RE: **Magruder Middle School, Torrance**  
**DAS Complaint #2002-0107**

Dear Mr. Mina:

The Division of Apprenticeship Standards (DAS) has reviewed the complaint filed against Minco Construction for alleged violations of Labor Code Section 1777.5.

The allegations include failure to provide notice of contract award information to the applicable Apprenticeship Committee per Title 8 CCR §230, failure to comply with the required apprentice to journeyman ratio per Title 8 CCR §230.1(a) and failure to make the required contributions to a registered apprenticeship program or to the California Apprenticeship Council (CAC).

We received your letter dated May 8, 2002 along with its accompanying documentation in response to the Notice of Complaint DAS had issued to your company on April 24, 2002.

Based on all the information and evidence received, and based on all the surrounding facts and circumstances, it is my determination, that you have violated Labor Code Section 1777.5 by your failure to provide in a **timely manner** the applicable apprenticeship committee with notice of contract award and the required training fund contributions. You have since met all requirements and this notice includes no civil penalties.

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS  
455 GOLDEN GATE AVENUE, 8<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94102  
(415) 703-4920



ADDRESS REPLY TO:  
P.O. Box 420603  
San Francisco, CA 94142

## **NOTICE OF VIOLATION**

June 10, 2002

Refat Mina  
Minco Construction  
1350 West 228<sup>th</sup> St #3  
Torrance, CA 90501

**RE: Magruder Middle School, Torrance**  
**DAS Complaint #2002-0107**

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**EXHIBIT B**

## Organizing

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**From:** Tommy Faavae  
**Sent:** Friday, February 04, 2011 8:25 AM  
**To:** Organizing  
**Subject:** Fw: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

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**From:** Claude "CJ" Johnson <johnson@ibewoc.com>  
**To:** Tommy Faavae  
**Sent:** Thu Feb 03 13:42:40 2011  
**Subject:** FW: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

This is an active investigation at Cerritos college. As you can see Local 441 sued Minco in court. The terms of the contract are confidential unless Minco's attorney agrees to let you have the terms. I have the documents for Phase 1 of Cerritos college. Local 441 was going to file a claim against Minco but the worker backed out at the last minute. I still have all the documents in my possession. Anything that you need with this case don't hesitate to ask.

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**From:** Douglas Chappell [mailto:admin@ibewoc.com]  
**Sent:** Wednesday, January 26, 2011 10:39 AM  
**To:** Doug Chappell; Doug Mangione; Steve Igoe; CJ Johnson  
**Subject:** Fw: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

----- Forwarded Message -----

**From:** Ellyn Moscowitz <EMoscowitz@moscowitzlaw.com>  
**To:** "kberlin@palg.net" <kberlin@palg.net>  
**Cc:** Charla Curtis <charlac@1csainc.com>; Doug Chappell <chappell@ibewoc.com>; Dave Lawhorn <lawhorn@ibewoc.com>  
**Sent:** Wed, January 27, 2010 7:20:12 PM  
**Subject:** RE: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

I don't represent this local but will pass it along to them. I don't know how the case was settled.

Ellyn Moscowitz  
LAW OFFICES OF ELLYN MOSCOWITZ  
20 N. Raymond Ave., Suite 240  
Pasadena, California 91103  
Telephone: (626) 568-0200  
Facsimile: (626) 568-0210

1629 Telegraph Ave, Fourth Floor  
Oakland, California 94612  
Telephone: (510) 899-6240  
Facsimile: (510) 899-6245  
[www.laborgal.com](http://www.laborgal.com)  
[emoscowitz@moscowitzlaw.com](mailto:emoscowitz@moscowitzlaw.com)

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**From:** Keith Berlin [mailto:kberlin@palg.net]  
**Sent:** Wednesday, January 27, 2010 3:59 PM  
**To:** Ellyn Moscowitz  
**Cc:** 'Charla Curtis'  
**Subject:** I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

Ellyn:

I am an attorney at Public Agency Law Group (PALG) which is a law firm that currently represents Cerritos Community College District (District) regarding a prevailing wage dispute with Minako America Corporation dba Minco Construction (Minako) on a District Project known as Infrastructure – Phase I (Project). The present dispute involves Back Wage Assessments and Penalty Assessments for a variety of prevailing wage violations that occurred on the Project from September 2007 through October 2008. The District has issued a Notice of Withholding Contract Payments and Minako has filed a Request for Review. Accordingly, a DIR Review Hearing is scheduled to commence in the near future.

In the meantime, Minako's current counsel has informed the District that the above-referenced claim (between I.B.E.W. Local 441 and Minako) was settled in 2008 with payment to several of Minako's employees, some of whom are also the subject of the Back Wage Assessments for the pending DIR Review Hearing. More specifically, Minako's counsel has taken the position that all or part of the pending Back Wage Assessments and Penalty Assessments were resolved as part of the previous 2008 settlement between the I.B.E.W. and Minako.

At this point, we would like to confirm (1) whether any portion of the I.B.E.W./Minako settlement was attributable to prevailing wages owed on the Cerritos Community College District's Infrastructure – Phase I Project, and (2) the latest date of work on the District's Project which was covered by the I.B.E.W./Minako settlement. In addition, if possible, we would like to determine (3) the names of the Workers who received a settlement payment for work performed on the District's Project, (4) the amounts that were paid to each Worker as a settlement payment for work performed on the District's Project, and (5) the dates/amounts of each prevailing wage underpayment/non-payment for each Worker who received a settlement payment for work performed on the District's Project. It would be extremely beneficial if we could obtain copies of any spreadsheets, audit reports or other documents that would identify the prevailing wage violations and/or the back wages comprising the portion of the settlement attributable to the District's Project.

Please let me know whether you can provide any of the desired information or documentation. Of course, if you have any questions, please do not hesitate to contact me.

Rest assured that any assistance which you can provide will be greatly appreciated.

Best regards,

Keith A. Berlin  
Public Agency Law Group  
222 North Sepulveda Blvd., Suite 1690  
El Segundo, CA 90245  
Tel: (310) 640-0800  
Fax: (310) 640-0818

**NOTICE TO RECIPIENT:**

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Please immediately notify Public Agency Law Group of the error by replying to the email with "RECEIVED IN ERROR" in the subject heading. Please then proceed with deleting this communication and any attached documents from your system. Thank you for your cooperation.

EXHIBIT C



26320 Diamond Place, Unit 160  
Santa Clarita, CA 91350  
(661) 253-3603 ph  
(661) 253-3606 fax

December 21, 2010

Mr. Magdy Girgis  
Minco Construction  
522 E. Airline Way  
Gardena, CA 90248

**Re:** CASE CLOSURE  
**Contractor:** Minco Construction  
**Project:** Fire Alarm Upgrade – Group 1  
**District:** Cerritos Community College

Dear Mr. Girgis:

On August 26, 2010, CS & Associates conducted an audit on the above referenced project to verify that the proper wage rates were paid pursuant to California Labor Code Section 1771.

Upon completion of the audit, review of mitigating evidence and proof that back wages were paid by Minco Construction for the period of November 9, 2009 to March 28, 2010 it has been determined that the correct prevailing wage rates were paid to workers.

On this basis the case audit has been closed with no further action.

If additional information is required, I can be reached at (661) 253-3603 (ext \*8 17).

Sincerely,



Suzanne Tafoya  
Labor Compliance Technician

Cc: file, Cerritos Community College District

EXHIBIT D

**BOARD OF TRUSTEES**

**LONG BEACH COMMUNITY COLLEGE DISTRICT**

**Minutes of Meeting of  
February 17, 2004**

The meeting of the Board of Trustees of the Long Beach Community College District, County of Los Angeles, California, was held in Building FF, Dyer Assembly Hall, Pacific Coast Campus, 1305 East Pacific Coast Highway, Long Beach, on February 17, 2004.

**CALL TO ORDER**

The meeting was called to order at 4:10 p.m., the items to be discussed in closed session were announced and the meeting was adjourned to closed session.

The meeting was reconvened in open session at 5:07 p.m., in the Board Room, Building I, Liberal Arts Campus. President McNinch reported that, in closed session, no action was taken.

**PLEDGE OF ALLEGIANCE**

Joy Grey, a member of the Women's Soccer team, led the Pledge of Allegiance.

**ROLL CALL**

Present: President McNinch, Vice President Kellogg, Member Clark, Member Polsky, Member Uranga, Student Trustee Dominguez

**WELCOME AND INTRODUCTIONS**

President McNinch welcomed everyone to the meeting.

**APPROVAL OF MINUTES**

**President McNinch:** Is there a motion for approval of the minutes of January 20, 2004?

It was moved by Member Kellogg, seconded by Member Uranga, that the minutes of the meeting of January 20, 2004, be approved as distributed. The motion carried, all voting aye.

2. \$ 60,000 to USPS, for advance deposit postage for postage meter.
3. \$ 59,100 to College Enterprises, Inc., for duplicating charges through Pulse for November 2003 and December 2003.
4. \$ 29,253 to First Union, for First Union VISA purchasing card for December 2003.

**Capital Outlay Projects Fund - 41**

1. \$136,800 to Ciber, for PeopleSoft professional services from November 15, 2003, through December 12, 2003.
2. \$103,750 to Wolff, Lang, Christopher Architects, for professional services from August 1, 2003, through August 31, 2003, for Technology Building replacement.
3. \$ 99,310 to Dell Marketing L.P., for Dell servers, PeopleSoft implementation hardware.
4. \$ 75,000 to First American Title Company, for deposit to open escrow for purchase of building at 3320 North Los Coyotes Diagonal, and 3325 Palo Verde Avenue, Long Beach, California.

**General Obligation Bond Fund - 42**

1. \$392,994 to Bovis Lend Lease, for bond and state funded program management services, November 1, 2003, through December 31, 2003.
2. \$44,895 to P2S Engineering, Inc., for Building "R" boiler and electrical power upgrade, Liberal Arts Campus.
3. \$ 38,584 to Gonzalez/Goodale Architects, for design and engineering services for the South Quad Complex Liberal Arts Campus, and for Building F reimbursable expenses, from November 1, 2003, through November 30, 2003.

**PURCHASING**

**Bond Contract Awards**

CN22006.1 – With KPMG LLP for audit services for the Measure E Bond funds as required by Proposition 39, effective February 18, 2004, through December 31, 2004, for the amount of \$43,000, paid by bond funds.

CN22006.1 – With Goodrich, Goodyear and Hinds, to provide audit services for the Bond Fund, effective July 1, 2003, through Jun 30, 2004, for a fee of \$3,000, paid with Bond funds.

**Contract Awards**

CN 99615.9 – Ratify – With Minco Construction for the electrical upgrade, Building A, at the Liberal Arts Campus in the amount of \$147,770.

CN 99625.4 – With California Commercial Real Estate Services for real estate management services for the medical buildings at the Los Coyotes property effective February 1, 2004 through December 31, 2004, for a monthly fee of \$3,000 for Basic Services. Total Basic Services not to exceed \$36,000. Reimbursables and repairs not to exceed \$10,000.

CN 99627.5 – With RDS Architects for architectural services for the Veterans Stadium field improvement, effective February 1, 2004, through October 1, 2004, in an amount not to exceed \$140,000.

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# PROGRAM MANAGEMENT SERVICES

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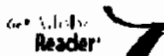
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## Awards

### **C1172A Lew Davis Street Parking Lot & Landscape Project**

**Awarded To: Green Giant Landscape, Inc.  
Board Ratification: January 18, 2011**

### **C1194A Building A Student Services Center Retrofit (LAC)**

**Awarded To: Chegini Enterprises, Inc. dba SMC Construction Company  
Board Ratification: December 14, 2010**

### **C1094K Building I Bookstore (LAC)**

**Awarded To: G2K Construction, Inc.  
Board Ratification: October 26, 2010**

### **C1172 Walnut Avenue Arrival Count/Parking Lot (PCC)**

**Awarded To: Angeles Contractor, Inc.  
Board Ratification: September 28, 2010**

### **C1094D MDAB Renovation Project at the Pacific Coast Campus**

**C1090D Building E Nordic Lounge Floor  
Replacement at Liberal Arts Campus**

**Awarded To: Moore Flooring, Inc.  
Board Ratification: June 8, 2010**

**C1094I MDAB Modular Installation at the  
Pacific Coast Campus**

**Awarded To: Minco America Corporation  
Board Ratification: May 25, 2010**

**C1094H MDAB Swing Space Tenant  
Improvements (Rebid) at the Pacific Coast  
Campus**

**Awarded To: Alley Cat Development Corporation  
Board Ratification: May 11, 2010**

**C1090C Child Development Center Floor  
Replacement**

**Awarded To: Alley Cat Development Corporation  
Board Ratification: May 11, 2010**

**C1037 Monument Signage at LAC & PCC**

**Awarded To: ZK Construction  
Board Ratification: April 27, 2010**

**C1094G Book Store Modular Project at the  
Liberal Arts Campus**

**Awarded To: Silver Creek Industries, Inc.  
Board Ratification: March 23, 2010**

**C1072A Tech I Exterior Lighting &  
Landscape at the Pacific Coast Campus**

**Awarded To: Marina Landscape, Inc.  
Board Ratification: March 9, 2010**

**C1090B Building O Renovation at the  
Liberal Arts Campus**

**Awarded To: AMG & Associates, Inc.**

2720

**Trinidad, Christopher**

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**From:** Ghia Domont-Bohl [gdb@salamiradmorrow.com]  
**Sent:** Tuesday, February 22, 2011 4:29 PM  
**To:** Trinidad, Christopher  
**Subject:** Minco: Response to International Brotherhood of Electrical Workers letter dated February 10, 2011  
**Attachments:** Port of LA Eletter final (incl.exhibits).pdf

Dear Mr. Trinidad,

Please find attached Christopher Morrow's letter dated today regarding the above indicated matter.

**Ghia Domont-Bohl**  
*Legal Secretary*  
 Salamirad Morrow P.C.  
 19200 Von Karman Avenue, Suite 400  
 Irvine, California 92612  
 (949) 477-8068  
 (949) 477-8069 (fax)  
[gdb@salamiradmorrow.com](mailto:gdb@salamiradmorrow.com)

SEARCHED  
SERIALIZED  
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FEB 23 2011  
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K11-710

February 22, 2011

**Via Email (CTrinidad@portla.org)**  
**& U.S. Mail**

Christopher Trinidad  
Project Construction Manager  
Port of Los Angeles  
425 S. Palos Verdes St., 3<sup>rd</sup> Floor  
San Pedro, CA 90731

Re: International Brotherhood of Electrical Workers (the "Union") Letter  
Dated February 10, 2011

Dear Mr. Trinidad:

This firm represents Minco Construction ("Minco"), the lowest bidder on the Fiber Optic Network Phase #1–Vincent Thomas Bridge Spec No. 2720 project ("Project"). This letter shall constitute Minco's formal response to the Union's letter dated February 10, 2011, wherein the Union claims that Minco's bid should be rejected based upon its prior litigation and for alleged labor violations. As set forth below, the Union's letter wholly lacks merit, and does not provide a sufficient basis to reject Minco's bid. Indeed, the Union's attempts to interfere with Minco's contractual relations are improper and part of its ongoing efforts to discriminate against non-union contractors. Accordingly, Minco requests that the Port of Los Angeles ("Port") reject the Union's claims and award the contract to Minco, the lowest responsive and responsible contractor.

**1. Minco Exceeds California's Standards For A Responsible Contractor**

Both California law and the Los Angeles Administrative Code provide guidelines to determine whether a contractor meets the minimum requirements to qualify as a responsible contractor in order to be awarded a contract. On this Project, Minco submitted the requisite pre-bid questionnaire, and the information contained therein evidences that Minco's qualifications well exceed the minimum requirements to qualify as a responsible contractor.<sup>1</sup>

Section 10.40.2(a) of Article 14 Division 10 of the Los Angeles County Administrative Code, provides that the Port, "[p]rior to awarding a contract, . . . shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract."

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<sup>1</sup> Pursuant to Section 10.40.2(b) of Article 14 Division 10 of the Los Angeles County Administrative Code, Minco duly submitted a questionnaire to the Port prior to the award of the contract. Notably, the Union does not dispute the truthfulness of the information contained in Minco's questionnaire, as the information was proper and accurate.

This determination must be made “from **reliable** information concerning a number of criteria, including . . . management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.” *Id.* [emphasis added]. The Port’s determination of responsibility must comply with State and Federal law. See Section 10.40.8 of Article 14 Division 10 of the Los Angeles County Administrative Code (“The provisions of this article shall not be applicable to those instances in which its application would be prohibited by federal or state law . . .”).

Minco is a reputable contractor that has significant public works experience and is pre-qualified by several state and local agencies to bid and perform work on construction projects. Moreover, the Union’s reliance on litigation claims asserted against Minco is exaggerated and misleading, as Minco’s litigation history is relatively insignificant and the referenced labor claims have been duly resolved. Thus, the Union’s objections are overstated and inaccurate, and, as such, unreliable. Accordingly, the Port must award the contract to Minco the lowest responsive and responsible bidder.

## **2. Minco Is A Reputable And Responsible Contractor**

Minco was formed in 1991 by Rafaat Mina, Minco’s owner. Minco is a local business that has a strong reputation in the construction community and has proven to be a trustworthy and responsible contractor. Since 1991, Minco has steadily grown its business operations and has increased its bonding capacity.

Since 1993, Minco has performed over 100 public works projects and approximately 40 public works projects with contract amounts exceeding \$1,000,000. Since 2005, Minco grown from 25 employees to more than 80 employees who perform various trades and have a vast range of experience. From 2005, Minco’s bonding capacity increased from \$2,000,000/single and \$3,000,000/cumulative to \$25,000,000/single and \$50,000,000/cumulative.

Minco’s steady and consistent growth as a contractor has enabled it to undertake significant and complex projects for a variety of public agencies throughout Southern California. Indeed, Minco is currently pre-qualified to bid and perform work for 9 different state and local agencies, including the Long Beach Community College District. These pre-qualifications range from \$3,500,000 to more than \$37,000,000.<sup>2</sup>

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<sup>2</sup> Minco is pre-qualified by the: Long Beach Community College District to bid on projects exceeding \$3,500,000; California State Universities (\$3,500,000); Mt San Antonio College (\$10,000,000); Rowland Unified School Dist. (\$37,792,000); Alhambra Unified School Dist. (\$13,200,000); Metropolitan Transportation Authority; North Orange County Community College Dist.; Covina Valley Unified School Dist.; Compton Community College; and Santa Monica – Malibu Unified School Dist.

As the foregoing evidences, Minco has significantly grown its business operations and has shown the ability to consistently commence and complete work on a variety of construction projects. Indeed, Minco's strong performance and reputation are evidenced by its ability to steadily increase its bonding line of credit and to qualify for a vast range of pre-qualifications with different public agency. If Minco were not a "responsible" contractor as the Union alleges, then it would not have achieved such recognition and advancement by the surety industry and public agencies.

### **3. The Union's Assertions Regarding Minco's Litigation History Are Exaggerated And Misleading**

The Union, in its letter, spends a significant amount of effort describing and addressing the number and types of litigation that Minco has been involved in since its inception in 1991. The Union proffers that, due to these claims, Minco is not a responsible contractor and must be disqualified from working on this Project. As set forth in more detail below, the Union's claims and accusations are unsubstantiated and exaggerated, and, as such, must be rejected.

In its letter, the Union identifies and includes 4 separate exhibits referencing litigations involving Minco's work for the Redondo Beach Unified School District. See Exhibits 7, 8, 16 and 17 to the Union's letter. These litigations involve the same primary claims and project, and, as such, must be viewed as a single action. Specifically, during the Redondo project, one of Minco's subcontractors (Luxor Plumbing) defaulted and delayed Minco's completion of the Project. As a result of these delays, the District improperly terminated Minco's contract. After the project was completed, Minco, Luxor Plumbing and the District filed actions against each other arising from the Project. All of the claims were resolved prior to trial. More importantly, the District **rescinded its termination of Minco and paid** Minco a substantial portion of its contract balance and retention. Thus, the Union's reliance on these litigations to question Minco's integrity is improper and misleading, as the District's improper termination was rescinded and Minco was vindicated.

The Union's letter also improperly relies upon a number of litigations that were resolved before Minco substantively engaged in the litigation. See Exhibits 10, 12 and 13 to the Union's letter. For example, the GCI and Simplexgrinnell actions involved claims filed by Minco's subcontractors for payment of retention. These subcontractors commenced the litigation **before** Minco had received the retention from the public

agency. All of these actions were resolved once the public agency released the retention and prior to Minco substantively engaging in the litigation.<sup>3</sup>

The Union also incorrectly asserts that the referenced prevailing wage complaints prove that Minco is ignoring its prevailing wage obligations. As stated above, Minco has been involved in more than 70 public works projects since 2005. Due to the volume of projects and the complexity of the prevailing wage laws, it is not unreasonable to expect a contractor to encounter issues. Several of the litigations relied upon by the Union arise from Minco's inadvertent mis-classification of workers or its mistaken failure to timely identify increases in the prevailing wage rate. Moreover, many of the claims relied upon by the Union were either resolved for significantly reduced amounts or were dismissed outright. In each of the referenced cases, Minco has promptly addressed the claims and remedied any errors to the extent they are proven by the responsible agency.

For example, the apprentice violations concerning the Riley and Magruder projects were dismissed without any penalties assessed against Minco. See Exhibit A attached hereto. Similarly, the claims on the Palos Verdes Library project were settled for less than \$3,000 and the labor claims (exceeding \$65,000) on Orange Coast Community College project were resolved for payment of \$6,000. As the foregoing evidences, while Minco may have been involved with labor claims throughout its 18 years of operations, these claims were sporadic and were not the result of Minco's intentional actions. In every instance, Minco was able to promptly resolve these claims, and all of the claims have been resolved in their entirety.<sup>4</sup>

Finally, the Union recently supplemented its claim by referencing correspondence between Minco and Long Beach Community College District regarding Minco's 2009 pre-qualification application. Contrary to the Union's claims, the Long Beach Community College District **did not** disqualify Minco in September of 2009. Rather, Minco successfully appealed the District's preliminary determination and ultimately proved that Minco complied with the pre-qualification forms and the District rescinded its preliminary determination. In fact, Minco has and continues to bid and be awarded projects with the Long Beach Community College District. Indeed, since 2005, Minco has been awarded and completed three different projects for Long Beach Community College District, with the two most recent projects completed in 2009 and 2010. See

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<sup>3</sup> In addition, the Union improperly relies upon a litigation asserted by a neighboring home owner for damage to its house resulting from construction activities on a public works project where Minco was performing work. See Exhibit 14 to the Union's letter. This claim was ultimately resolved and is irrelevant to the Port's determination as to whether Minco is a responsible contractor.

<sup>4</sup> Notably, the Union originally claimed that several of the labor claims were part of an "active investigation." See Exhibit B. The Union's February 3, 2011, email cites to an investigation that occurred in **January 2010**, and alleges that this year old claim is part of an active investigation. The Union's contentions are simply false, as Minco promptly resolved the referenced claim in 2010 and there is no active investigation concerning the Cerritos project. See Exhibit C.

Exhibit D. As such, the Union's claims that the Long Beach Community College District disqualified Minco in September 2009, is wholly inaccurate and misleading.

**4. The Port Is Obligated Under California Law To Take A Practical And Reasonable Approach**

The Port, in considering the Union's letter, is required to view this matter in a practical and reasonable light. If viewed in this manner, the Port must reject the Union's position and award the contract to Minco.

Minco is a local contractor that specializes in electrical/data projects. Minco possesses Class A, B, C-7 and C-10 contractor licenses, and has performed work on similar projects throughout Southern California. Because Minco has significant experience with similar types of projects, Minco is a logical and well suited applicant for this Project. Moreover, by allowing Minco to perform work on this Project, the Port will benefit from the cost savings associated with awarding the Project to the lowest bidder.

It is well established under California law that bids and pre-qualification applications which substantially conform to a public agency's request must be accepted. Ghilotti Construction Co. v. City of Richmond (1996) 45 Cal.App.4th 897, 904-905 (citing 47 Ops.Cal.Atty.Gen. 129, 130 (1966)). Therefore, bids and pre-qualification applications must be evaluated from a practical point of view, giving due consideration to the public interest being served. Ghilotti, 45 Cal.App.4th at 908-909.

The Port is required to take a practical approach in evaluating Minco as a contractor, much like it would in evaluating a bid. This practical approach to evaluating bids has been set forth by the California Supreme Court:

As one leading treatise explains: The provisions of statutes, charters and ordinances requiring competitive bidding in the letting of municipal contracts are for the purpose of inviting competition, to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable, and they are for the benefit of property holders and taxpayers, and not for the benefit or enrichment of bidders, and should be so construed and administered as to accomplish such purpose fairly and reasonably with sole reference to the public interest. . . . Competitive bidding provisions must be read in the light of the reason for their enactment, or they will be applied where they were not intended to operate and thus deny municipalities authority to *deal with problems in a sensible, practical way*.

Christopher Trinidad  
Port of Los Angeles  
February 22, 2011  
Page 6

Domar Electric, Inc. v. City of Los Angeles (1994) 9 Cal.4th 161, 173; Dougherty v. Folk (1941) 46 N.E2d 307, 311.

In the instant matter, Minco's qualifications exceed the requirements of the Los Angeles County Administrative Code and California law, and, therefore, Minco must be found to be the lowest responsive and responsible bidder on the Project. As discussed above, Minco is a well-established local contractor with a strong reputation in the construction industry. It is, therefore, in the Port's best interests to have this Project completed by a qualified and experienced contractor who understand the complexity of the Project.

Moreover, the Union's concerns regarding Minco compliance with the prevailing wage laws for the Project are overstated and misguided, as the Port has ample procedures and mechanisms to monitor and enforce the applicable prevailing wage laws. In addition, Minco has taken affirmative steps, companywide, to protect against future prevailing wage claims, as it performs periodic internal audits of its records and has instituted procedures to work with the public agencies to verify and confirm that its employees are properly classified under California law.

Based upon the foregoing, Minco posits that the Port is obligated under California law to take a reasonable and practical approach to reviewing Minco's contracting history. If viewed in this light, the Port must find that Minco should be awarded the Project contract.

## 5. Conclusion

In the final analysis, the Union's claims are overstated and fall woefully short of proving that Minco is not a responsible contractor under California law. The Union's allegations have been exaggerated, as there are no "active investigations" involving Minco's work on public works projects, and Minco's litigation history is insignificant when the actions are put into context and viewed in a reasonable manner.

For all of the foregoing reasons, the Port must find that Minco is the lowest responsive and responsible bidder on the Project and award the contract to Minco. If you need any additional information regarding the Union's claims, please contact me.

**SALAMIRAD MORROW P.C.**



Christopher G. Morrow

Enclosures

**EXHIBIT A**

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS  
455 GOLDEN GATE AVENUE, 8<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94102  
(415) 703-4920



ADDRESS REPLY TO:  
P.O. Box 420603  
San Francisco, CA 94142

**NOTICE OF VIOLATION**

June 10, 2002

Re: Mr. Mina  
Minco Construction  
1360 West 228<sup>th</sup> St #3  
Torrance, CA 90501

**RE: Magruder Middle School, Torrance**  
**DAS Complaint #2002-0107**

Dear Mr. Mina:

The Division of Apprenticeship Standards (DAS) has reviewed the complaint filed against Minco Construction for alleged violations of Labor Code Section 1777.5.

The allegations include failure to provide notice of contract award information to the applicable Apprenticeship Committee per Title 8 CCR §230, failure to comply with the required apprentice to journeyman ratio per Title 8 CCR §230.1(a) and failure to make the required contributions to a registered apprenticeship program or to the California Apprenticeship Council (CAC).

We received your letter dated May 8, 2002 along with its accompanying documentation in response to the Notice of Complaint DAS had issued to your company on April 24, 2002.

Based on all the information and evidence received, and based on all the surrounding facts and circumstances, it is my determination, that you have violated Labor Code Section 1777.5 by your failure to provide in a **timely manner** the applicable apprenticeship committee with notice of contract award and the required training fund contributions. You have since met all requirements and this notice includes no civil penalties.

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS  
455 GOLDEN GATE AVENUE, 8<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94102  
(415) 703-4920



ADDRESS REPLY TO:  
P.O. Box 420603  
San Francisco, CA 94142

## **NOTICE OF VIOLATION**

June 10, 2002

Refat Mina  
Minco Construction  
1350 West 228<sup>th</sup> St #3  
Torrance, CA 90501

**RE: Magruder Middle School, Torrance**  
**DAS Complaint #2002-0107**

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Based on all the information and evidence received, and based on all the surrounding facts and circumstances, it is my determination, that you have violated Labor Code Section 1777.5 by your failure to provide in a **timely manner** the applicable apprenticeship committee with notice of contract award and the required training fund contributions. You have since met all requirements and this notice includes no civil penalties.

**EXHIBIT B**

## Organizing

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**From:** Tommy Faavae  
**Sent:** Friday, February 04, 2011 8:25 AM  
**To:** Organizing  
**Subject:** Fw: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

---

**From:** Claude "CJ" Johnson <johnson@ibewoc.com>  
**To:** Tommy Faavae  
**Sent:** Thu Feb 03 13:42:40 2011  
**Subject:** FW: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

This is an active investigation at Cerritos college. As you can see Local 441 sued Minco in court. The terms of the contract are confidential unless Minco's attorney agrees to let you have the terms. I have the documents for Phase 1 of Cerritos college. Local 441 was going to file a claim against Minco but the worker backed out at the last minute. I still have all the documents in my possession. Anything that you need with this case don't hesitate to ask.

---

**From:** Douglas Chappell [mailto:admin@ibewoc.com]  
**Sent:** Wednesday, January 26, 2011 10:39 AM  
**To:** Doug Chappell; Doug Mangione; Steve Igoe; CJ Johnson  
**Subject:** Fw: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

----- Forwarded Message -----

**From:** Ellyn Moscowitz <EMoscowitz@moscowitzlaw.com>  
**To:** "kberlin@palg.net" <kberlin@palg.net>  
**Cc:** Charla Curtis <charlac@1csainc.com>; Doug Chappell <chappell@ibewoc.com>; Dave Lawhorn <lawhorn@ibewoc.com>  
**Sent:** Wed, January 27, 2010 7:20:12 PM  
**Subject:** RE: I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

I don't represent this local but will pass it along to them. I don't know how the case was settled.

Ellyn Moscowitz  
LAW OFFICES OF ELLYN MOSCOWITZ  
20 N. Raymond Ave., Suite 240  
Pasadena, California 91103  
Telephone: (626) 568-0200  
Facsimile: (626) 568-0210

1629 Telegraph Ave, Fourth Floor  
Oakland, California 94612  
Telephone: (510) 899-6240  
Facsimile: (510) 899-6245  
[www.laborgal.com](http://www.laborgal.com)  
[emoscowitz@moscowitzlaw.com](mailto:emoscowitz@moscowitzlaw.com)

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**From:** Keith Berlin [mailto:kberlin@palg.net]  
**Sent:** Wednesday, January 27, 2010 3:59 PM  
**To:** Ellyn Moscowitz  
**Cc:** 'Charla Curtis'  
**Subject:** I.B.E.W. Local 441, et al. vs. Minako America Corporation et al.; Case No. 07CC06696

Ellyn:

I am an attorney at Public Agency Law Group (PALG) which is a law firm that currently represents Cerritos Community College District (District) regarding a prevailing wage dispute with Minako America Corporation dba Minco Construction (Minako) on a District Project known as Infrastructure – Phase I (Project). The present dispute involves Back Wage Assessments and Penalty Assessments for a variety of prevailing wage violations that occurred on the Project from September 2007 through October 2008. The District has issued a Notice of Withholding Contract Payments and Minako has filed a Request for Review. Accordingly, a DIR Review Hearing is scheduled to commence in the near future.

In the meantime, Minako's current counsel has informed the District that the above-referenced claim (between I.B.E.W. Local 441 and Minako) was settled in 2008 with payment to several of Minako's employees, some of whom are also the subject of the Back Wage Assessments for the pending DIR Review Hearing. More specifically, Minako's counsel has taken the position that all or part of the pending Back Wage Assessments and Penalty Assessments were resolved as part of the previous 2008 settlement between the I.B.E.W. and Minako.

At this point, we would like to confirm (1) whether any portion of the I.B.E.W./Minako settlement was attributable to prevailing wages owed on the Cerritos Community College District's Infrastructure – Phase I Project, and (2) the latest date of work on the District's Project which was covered by the I.B.E.W./Minako settlement. In addition, if possible, we would like to determine (3) the names of the Workers who received a settlement payment for work performed on the District's Project, (4) the amounts that were paid to each Worker as a settlement payment for work performed on the District's Project, and (5) the dates/amounts of each prevailing wage underpayment/non-payment for each Worker who received a settlement payment for work performed on the District's Project. It would be extremely beneficial if we could obtain copies of any spreadsheets, audit reports or other documents that would identify the prevailing wage violations and/or the back wages comprising the portion of the settlement attributable to the District's Project.

Please let me know whether you can provide any of the desired information or documentation. Of course, if you have any questions, please do not hesitate to contact me.

Rest assured that any assistance which you can provide will be greatly appreciated.

Best regards,

Keith A. Berlin  
Public Agency Law Group  
222 North Sepulveda Blvd., Suite 1690  
El Segundo, CA 90245  
Tel: (310) 640-0800  
Fax: (310) 640-0818

**NOTICE TO RECIPIENT:**

The information contained in this email and any attachments are privileged, confidential and intended only for the individual or entity named above. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering the email to the intended recipient, the inadvertent delivery is not a waiver of protections from disclosure under applicable law and you are hereby notified that any dissemination, distribution or reproduction of this email, or any part hereof, is strictly prohibited.

Please immediately notify Public Agency Law Group of the error by replying to the email with "RECEIVED IN ERROR" in the subject heading. Please then proceed with deleting this communication and any attached documents from your system. Thank you for your cooperation.

EXHIBIT C



26320 Diamond Place, Unit 160  
Santa Clarita, CA 91350  
(661) 253-3603 ph  
(661) 253-3606 fax

December 21, 2010

Mr. Magdy Girgis  
Minco Construction  
522 E. Airline Way  
Gardena, CA 90248

**Re:** CASE CLOSURE  
**Contractor:** Minco Construction  
**Project:** Fire Alarm Upgrade – Group 1  
**District:** Cerritos Community College

Dear Mr. Girgis:

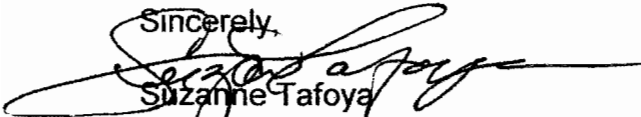
On August 26, 2010, CS & Associates conducted an audit on the above referenced project to verify that the proper wage rates were paid pursuant to California Labor Code Section 1771.

Upon completion of the audit, review of mitigating evidence and proof that back wages were paid by Minco Construction for the period of November 9, 2009 to March 28, 2010 it has been determined that the correct prevailing wage rates were paid to workers.

On this basis the case audit has been closed with no further action.

If additional information is required, I can be reached at (661) 253-3603 (ext \*8 17).

Sincerely,



Suzanne Tafoya  
Labor Compliance Technician

CC: file, Cerritos Community College District

**EXHIBIT D**

**BOARD OF TRUSTEES**

**LONG BEACH COMMUNITY COLLEGE DISTRICT**

**Minutes of Meeting of  
February 17, 2004**

The meeting of the Board of Trustees of the Long Beach Community College District, County of Los Angeles, California, was held in Building FF, Dyer Assembly Hall, Pacific Coast Campus, 1305 East Pacific Coast Highway, Long Beach, on February 17, 2004.

**CALL TO ORDER**

The meeting was called to order at 4:10 p.m., the items to be discussed in closed session were announced and the meeting was adjourned to closed session.

The meeting was reconvened in open session at 5:07 p.m., in the Board Room, Building I, Liberal Arts Campus. President McNinch reported that, in closed session, no action was taken.

**PLEDGE OF ALLEGIANCE**

Joy Grey, a member of the Women's Soccer team, led the Pledge of Allegiance.

**ROLL CALL**

Present: President McNinch, Vice President Kellogg, Member Clark, Member Polsky, Member Uranga, Student Trustee Dominguez

**WELCOME AND INTRODUCTIONS**

President McNinch welcomed everyone to the meeting.

**APPROVAL OF MINUTES**

President McNinch: Is there a motion for approval of the minutes of January 20, 2004?

It was moved by Member Kellogg, seconded by Member Uranga, that the minutes of the meeting of January 20, 2004, be approved as distributed. The motion carried, all voting aye.

2. \$ 60,000 to USPS, for advance deposit postage for postage meter.
3. \$ 59,100 to College Enterprises, Inc., for duplicating charges through Pulse for November 2003 and December 2003.
4. \$ 29,253 to First Union, for First Union VISA purchasing card for December 2003.

**Capital Outlay Projects Fund - 41**

1. \$136,800 to Ciber, for PeopleSoft professional services from November 15, 2003, through December 12, 2003.
2. \$103,750 to Wolff, Lang, Christopher Architects, for professional services from August 1, 2003, through August 31, 2003, for Technology Building replacement.
3. \$ 99,310 to Dell Marketing L.P., for Dell servers, PeopleSoft implementation hardware.
4. \$ 75,000 to First American Title Company, for deposit to open escrow for purchase of building at 3320 North Los Coyotes Diagonal, and 3325 Palo Verde Avenue, Long Beach, California.

**General Obligation Bond Fund - 42**

1. \$392,994 to Bovis Lend Lease, for bond and state funded program management services, November 1, 2003, through December 31, 2003.
2. \$44,895 to P2S Engineering, Inc., for Building "R" boiler and electrical power upgrade, Liberal Arts Campus.
3. \$ 38,584 to Gonzalez/Goodale Architects, for design and engineering services for the South Quad Complex Liberal Arts Campus, and for Building F reimbursable expenses, from November 1, 2003, through November 30, 2003.

**PURCHASING**

**Bond Contract Awards**

CN22006.1 – With KPMG LLP for audit services for the Measure E Bond funds as required by Proposition 39, effective February 18, 2004, through December 31, 2004, for the amount of \$43,000, paid by bond funds.

CN22006.1 – With Goodrich, Goodyear and Hinds, to provide audit services for the Bond Fund, effective July 1, 2003, through Jun 30, 2004, for a fee of \$3,000, paid with Bond funds.

**Contract Awards**

CN 99615.9 – Ratify – With Minco Construction for the electrical upgrade, Building A, at the Liberal Arts Campus in the amount of \$147,770.

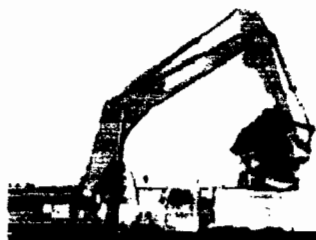
CN 99625.4 – With California Commercial Real Estate Services for real estate management services for the medical buildings at the Los Coyotes property effective February 1, 2004 through December 31, 2004, for a monthly fee of \$3,000 for Basic Services. Total Basic Services not to exceed \$36,000. Reimbursables and repairs not to exceed \$10,000.

CN 99627.5 – With RDS Architects for architectural services for the Veterans Stadium field improvement, effective February 1, 2004, through October 1, 2004, in an amount not to exceed \$140,000.

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Long Beach City College

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# PROGRAM MANAGEMENT SERVICES

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- [Program Overview](#)
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## Awards

### **C1172A Lew Davis Street Parking Lot & Landscape Project**

**Awarded To: Green Giant Landscape, Inc.  
Board Ratification: January 18, 2011**

### **C1194A Building A Student Services Center Retrofit (LAC)**

**Awarded To: Chegini Enterprises, Inc. dba SMC Construction Company  
Board Ratification: December 14, 2010**

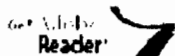
### **C1094K Building I Bookstore (LAC)**

**Awarded To: G2K Construction, Inc.  
Board Ratification: October 26, 2010**

### **C1172 Walnut Avenue Arrival Count/Parking Lot (PCC)**

**Awarded To: Angeles Contractor, Inc.  
Board Ratification: September 28, 2010**

### **C1094D MDAB Renovation Project at the Pacific Coast Campus**



**C1090D Building E Nordic Lounge Floor Replacement at Liberal Arts Campus**

**Awarded To: Moore Flooring, Inc.  
Board Ratification: June 8, 2010**

**C1094I MDAB Modular Installation at the Pacific Coast Campus**

**Awarded To: Minco America Corporation  
Board Ratification: May 25, 2010**

**C1094H MDAB Swing Space Tenant Improvements (Rebid) at the Pacific Coast Campus**

**Awarded To: Alley Cat Development Corporation  
Board Ratification: May 11, 2010**

**C1090C Child Development Center Floor Replacement**

**Awarded To: Alley Cat Development Corporation  
Board Ratification: May 11, 2010**

**C1037 Monument Signage at LAC & PCC**

**Awarded To: ZK Construction  
Board Ratification: April 27, 2010**

**C1094G Book Store Modular Project at the Liberal Arts Campus**

**Awarded To: Silver Creek Industries, Inc.  
Board Ratification: March 23, 2010**

**C1072A Tech I Exterior Lighting & Landscape at the Pacific Coast Campus**

**Awarded To: Marina Landscape, Inc.  
Board Ratification: March 9, 2010**

**C1090B Building O Renovation at the Liberal Arts Campus**

**Awarded To: AMG & Associates, Inc.**