



Public Works Agency  
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acpwa.org

December 14, 2020

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

**SUBJECT:** REJECT THE LOWEST BID AND AWARD PROCUREMENT CONTRACT NO. 21538 TO ST. FRANCIS ELECTRIC, FOR THE TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF TESLA ROAD AND GREENVILLE ROAD, LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, SPECIFICATION NO. 2366, IN THE AMOUNT OF \$639,000

Dear Board Members:

RECOMMENDATION:

- A. Reject the lowest bid, from Columbia Electric, Inc., for the Traffic Signal Installation at the Intersection of Tesla Road and Greenville Road, Livermore, Alameda County, California, as non-responsive;
- B. Accept the bid and award Procurement Contract No. 21538 to St. Francis Electric, (President: Robert Spinardi; Location: San Leandro) in the amount of \$639,000, based on the unit prices stated in its bid proposal for the project, the Traffic Signal Installation at the Intersection of Tesla Road and Greenville Road, Livermore, Alameda County, California; Specification No. 2366;
- C. Authorize the President of the Board to sign the contract subject to review and approval as to form by County Counsel, of said work to be completed within one hundred and eighty (180) working days from the date of receipt of the Notice to Proceed; and submit the executed copy to the Clerk of the Board for filing; and
- D. Approve the encumbrance of an additional \$63,900 as a Supplemental Work Allowance (SWA) for a total encumbered amount of \$702,900 for the project, and authorize the Director of Public Works to approve contract changes as necessary against the SWA.

SUMMARY/DISCUSSION:

Your Board previously approved this project for advertisement on 9/22/20. The project consists of installing new traffic signal, highway lighting, high-visibility crosswalk, pedestrian ramps, roadway striping, and asphalt concrete dike; providing traffic control and construction area signs; and providing and implementing water pollution control plan.

**SELECTION CRITERIA AND PROCESS:**

*The project was advertised in accordance with established Construction Outreach Program procedures, which include:*

- *Advertisement in seven (7) general publications and eight (8) trade or minority publications;*
- *Posting of contract documents in 23 Plan Rooms and/or trade organizations;*
- *One pre-bid conference was held for interested contractors, with attendance at one of the conferences required for all general contractors, and encouraged for subcontractors. The conferences were attended by eight (7) contractors;*

*On 11/17/20, four (4) bids were received and opened. Table 1 shows an abstract of the bids received. The bids are on file at the Public Works Agency offices.*

**Table 1: Abstract of Bids**

| <b>Contractor</b>    | <b>Location</b> | <b>MBE Participation (15% Goal)</b> | <b>WBE Participation (5% Goal)</b> | <b>Bid Amount</b> |
|----------------------|-----------------|-------------------------------------|------------------------------------|-------------------|
| Columbia Electric    | San Leandro     | 0.0%                                | 11.0%                              | \$631,747.45      |
| St. Francis Electric | San Leandro     | 15.3%                               | 5.0%                               | \$639,000.00      |
| Tennyson Electric    | Livermore       | 15.0%                               | 5.5%                               | \$644,282.00      |
| Ray's Electric       | Oakland         | 16.9%                               | 5.0%                               | \$670,230.00      |

*The bids were reviewed by Public Works Agency staff and found to be in order. The low bidder, Columbia Electric, achieved 0.0 % MBE and 11% WBE participation and did not demonstrate good faith efforts to meet the M/WBE participation goals. Its bid, therefore, was determined to be non-responsive. St Francis Electric, has complied with the County's Construction Compliance, achieving 15.3% MBE and 5.0% WBE participation, with documentation of its good faith efforts. It is recommended that the contract be awarded to St. Francis Electric. The prime contractor and its subcontractors will be required to utilize the County's Compliance System to ensure labor and business utilization compliance.*

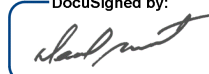
**FINANCING:**

Funding for this contract is included in the Public Works Agency's Fiscal Year 2020-21 Approved Budget. There will be no impact to the County General Fund, and no increase in net County cost as a result of this action.

**VISION 2026 GOAL:**

This traffic signal installation project will improve traffic safety, enhance mobility, and preserves community livability for the unincorporated Livermore community, which advances our 10x goal of **Accessible Infrastructure** and ultimately leads to reaching our shared vision of **Safe and Livable Communities**.

Yours truly,  
DocuSigned by:



Daniel Wordesenbet, Ph.D., P.E.  
Director of Public Works

Honorable Board of Supervisors  
February 9, 2021

Page 3

DW/jc

c: Auditor-Controller's Office  
Clerk of the Board  
County Counsel

The County of Alameda, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter called COUNTY, ST. FRANCIS ELECTRIC, hereinafter called CONTRACTOR, hereby agree as follows:

1. It has been determined by the Board of Supervisors of COUNTY that it is necessary to secure all labor, material, equipment, mechanical workmanship, transportation and services for accomplishment of the project described as follows:

**THE TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF TESLA ROAD AND GREENVILLE ROAD, LIVERMORE, ALAMEDA COUNTY, CALIFORNIA**

2. The plans, specifications, and CONTRACTOR'S bid proposal for the total bid price of \$639,000 said figure for the purpose of comparing bids only, exact payment for the job to be based on the unit prices, as stated in CONTRACTOR'S bid proposal, submitted November 17, 2020, for the aforesaid project, now on file in the office of the Clerk of the Board of Supervisors and the Construction Department, Public Works Agency, are hereby referred to as a more definite and distinct description of the work to be performed under this contract, and are hereby made a part of this contract the same as though fully set forth herein.

3. CONTRACTOR agrees and contracts with COUNTY to commence and complete the work of the aforesaid project in a skillful and substantial manner to the satisfaction of COUNTY in accordance with the plans and specifications for the project at the prices as set forth in CONTRACTOR'S bid proposal and within the time limit established by the contract specifications.

4. CONTRACTOR agrees that said CONTRACTOR and all pertinent subcontractors employed on the project will pay all employees involved in the work not less than the prevailing rate of per diem wages for the day, legal holiday, and overtime work as set forth within the appropriate General Prevailing Wage Determinations made by the Director of Industrial Relations, State of California, in accordance with Section 1770 of the Labor Code of the State of California. Said wage determinations are on file with the Director of Public Works, County of Alameda.

5. Sections 1725.5, 1775, 1776, and 1777.5 of the Labor Code apply to this contract. Section 1725.5 sets forth the responsibility of CONTRACTOR to be currently registered with the Department of Industrial Relations and qualified to perform public work. Section 1775 covers penalties to be assessed CONTRACTOR for failure to pay prevailing wage rates; Section 1776 sets forth the responsibility of CONTRACTOR to insure maintenance of accurate payroll records for both CONTRACTOR and any pertinent subcontractors; Section 1777.5 covers the employment of properly registered apprentices, and places the responsibility for compliance with this Section with CONTRACTOR for all apprenticeable occupations.

6. In accordance with Part 7, Chapter 1, Article 3 of the Labor Code, (a) eight hours labor constitutes a legal day's work; (b) work performed by employees of CONTRACTOR or pertinent subcontractors in excess of eight hours per day, and forty hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at a rate not less than one and one-half times the basic rate of pay; and (c) CONTRACTOR shall pay twenty-five dollars (\$25.00) each calendar day to COUNTY for each worker employed in the execution of the contract by CONTRACTOR or by any pertinent subcontractor where such worker or workers are required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of said Article 3 of the Labor Code.

7. In accordance with Section 1861 of the Labor Code, CONTRACTOR hereby furnishes the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officers as of the date set forth below.

Date: 3/17/2021

St. Francis Electric LLC

COUNTY OF ALAMEDA

By: [Signature]  
Printed BOY SMITH  
Address

By: [Signature]  
President, Board of Supervisors, County  
of Alameda, State of California

975 Carden Street  
San Leandro, CA 94577

Approved as to Form  
DONNA ZIEGLER, County Counsel

Phone: (510) 639-0639

License #: 100381  
Classification: A, C10

BY: [Signature]  
Deputy

Taxpayer ID# 47-2615956

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on February 9, 2021; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: 3/17/2021

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors, County of  
Alameda, State of California

BY: [Signature]  
Deputy

## ACKNOWLEDGMENT

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

State of California  
County of Alameda )

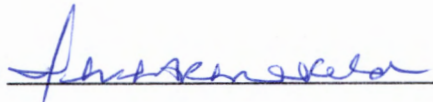
On 3/3/2020 before me, Teresa Renee Felder, Notary Public  
(insert name and title of the officer)

personally appeared Guy Smith, Vice President,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

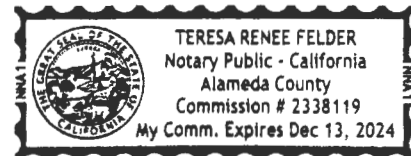
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Project No. 2366

Contract No.C-21538

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, St. Francis Electric, LLC as Principal, and EVEREST REINSURANCE COMPANY, a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Alameda in the sum of SIX HUNDRED THIRTY NINE THOUSAND, AND 00/100 DOLLARS (\$639,000) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Alameda, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said County of Alameda, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**THE TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF TESLA ROAD AND GREENVILLE ROAD, LIVERMORE, ALAMEDA COUNTY, CALIFORNIA**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract, and if the Principal shall satisfy all claims and demands incurred under the said contract, and shall fully indemnify and save harmless the County of Alameda from all costs and damages which said County may suffer by reason of failure to do so, and shall reimburse and repay the County of Alameda all outlay and expense which the said County may incur in making good any default, then this obligation shall become null and void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect this obligation on this bond, and said Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this 26TH day of FEBRUARY, 2021.

EVEREST REINSURANCE COMPANY  
SURETY

By: [Signature]  
KELI WHEATLEY, ATTORNEY-IN-FACT

St. Francis Electric, LLC  
PRINCIPAL

By: [Signature]  
GUY SMITH, VICE PRESIDENT

Surety Address: 6600 KOLL CENTER PKWY., SUITE 150  
PLEASANTON, CA 94566

Phone: 925.401.3444



POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

**Robert W. Babcock, Keli Wheatley, Sherl Cooper**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed

UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

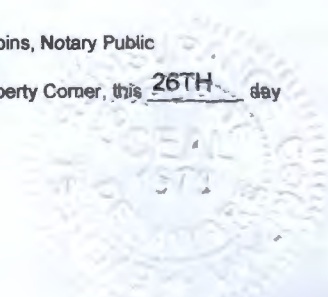
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 26TH day of FEBRUARY, 2021.





## ACKNOWLEDGMENT

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

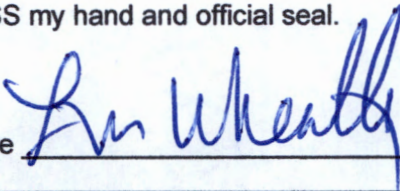
State of California  
County of ALAMEDA

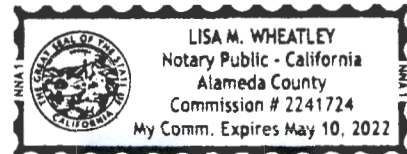
On February 26, 2021 before me, LISA M. WHEATLEY, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared KELI WHEATLEY  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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State of California  
County of Alameda

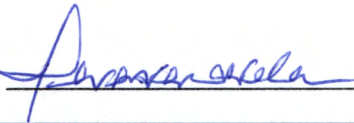
On 3/2/2021 before me, Teresa Renee Felder, Notary Public  
(insert name and title of the officer)

personally appeared Guy Smith, Vice President,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

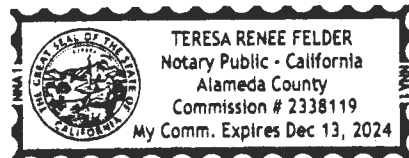
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Project No. 2366

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, St. Francis Electric, LLC as Principal, and EVEREST REINSURANCE COMPANY,

a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Alameda in the sum SIX HUNDRED THIRTY NINE THOUSAND, AND 00/100 DOLLARS (\$639,000) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Alameda, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said County of Alameda, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**THE TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF TESLA ROAD AND GREENVILLE ROAD, LIVERMORE, ALAMEDA COUNTY, CALIFORNIA**

NOW, THEREFORE, if the Principal shall promptly make payment to all person, firms, subcontractors, corporation and/or others furnishing materials for or performing labor in the prosecution of the work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such work, all amounts that may become due under the Unemployment Insurance Act of California or to the Franchise Tax Board, and for all labor performed in connection with such work whether by subcontractor or otherwise, and all other requirements provided in Civil Code Section 3248 or other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this 26TH day of FEBRUARY, 2021.

EVEREST REINSURANCE COMPANY  
SURETY

BY: *Keli Wheatley*  
KELI WHEATLEY, ATTORNEY-IN-FACT

Surety Address: 6600 KOLL CENTER PKWY., SUITE 150  
PLEASANTON, CA 94566

Phone: 925.401.3444

St. Francis Electric, LLC  
PRINCIPAL

BY: *Guy Smith*  
GUY SMITH, VICE PRESIDENT



**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE**

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***Robert W. Babcock, Kell Wheatley, Sheri Cooper***

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed

UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 26TH day of FEBRUARY 2021.

## ACKNOWLEDGMENT

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

State of California  
County of ALAMEDA

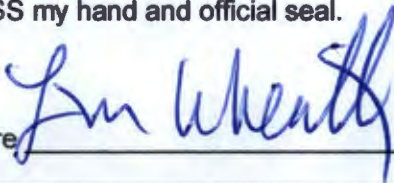
On February 26, 2021 before me, LISA M. WHEATLEY, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared KELI WHEATLEY  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

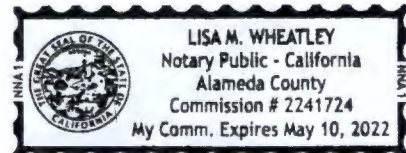
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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State of California  
County of Alameda )

On 3/2/2021 before me, Teresa Renee Felder, Notary Public  
(insert name and title of the officer)

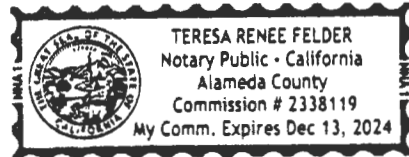
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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



GSA USE ONLY

SIC CODE: \_\_\_\_\_

**I. TO BE COMPLETED BY ALAMEDA COUNTY**

|                                       |  |
|---------------------------------------|--|
| 1. Contract Number<br><u>C- 21538</u> | 2. Department Name & Number<br><u>ENGINEERING &amp; CONSTRUCTION - CONTRACT ADMINISTRATION</u> |
|---------------------------------------|--|

|   |   |                                  |
|---|---|----------------------------------|
| 3. Contract Period <u>2/9/21</u> to <u>2/9/22</u>   | Initial <input checked="" type="checkbox"/> | Renewal <input type="checkbox"/> |
| Description <u>The Traffic Signal Installation at the intersection of Tesla Road and Greenville Road, Livermore, Alameda County, California Spec No. 2366</u> |   |                                  |
| Amount  | Initial \$ <u>639,000</u>                   | Renewal \$ _____                 |

Signature of Agency or Department Head or Designee \_\_\_\_\_

Date \_\_\_\_\_

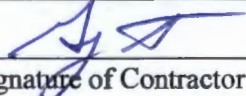
**II. TO BE COMPLETED BY CONTRACTOR**

|               |   |                      |                          |
|---------------|---|----------------------|--------------------------|
| 4. Contractor |   | Type of Organization |                          |
| Name          | <u>St. Francis Electric LLC</u>                 | Individual           | <input type="checkbox"/> |
| Address       | <u>975 Carden Street, San Leandro, CA 94577</u> | Partnership          | <input type="checkbox"/> |
|               |   | Corporation          | <input type="checkbox"/> |
| Phone         | <u>(510) 639-0639</u>                           | For Profit           | <input type="checkbox"/> |
|               |   | Non-Profit           | <input type="checkbox"/> |
|               |   | Government           | <input type="checkbox"/> |

|  |         |        |                                  |
|--|---------|--------|----------------------------------|
| 5. Composition of Ownership by Percentage<br>(Must represent 100%) |         |        |                                  |
| White  | _____ % | Male   | <input type="checkbox"/> _____ % |
| Black  | _____ % |        |                                  |
| Hispanic   | _____ % | Female | <input type="checkbox"/> _____ % |
| Asian-Pacific Islander   | _____ % |        |                                  |
| American Indian-Alaska Native                                      | _____ % |        |                                  |
| Other  | _____ % |        |                                  |

|   |
|---|
| 6. Certified Minority or Women Owned Business?                      |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| If yes, Certifying Agency/Certificate/Expiration Date _____         |

|   |
|---|
| 7. Is the Contractor a Small Business?* Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|---|

  
Signature of Contractor

2-25-21  
Date

\*A Small Business Concern: A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts and can further qualify under the criteria concerning the number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administrations. (see Code of Federal Regulations, Title 13, Part 21, as amended, which contains detailed industry definitions and related procedures.)

The data listed herein is only for statistical purposes...

## Line Instructions for Contract Information Form

### I. TO BE COMPLETED BY ALAMEDA COUNTY

1. **Contract Number**  
The Contract Number for contractors is developed by the County Auditor/Controller and is used throughout the duration of the contract for identification purposes.
2. **Department Name & Number**  
Enter the name of the County Department that will contract with the MBE/WBE firm, along with its corresponding 5-digit Budget Unit number.
3. **Contract Period**  
Enter the starting date and ending date for which the MBE/WBE firm will be in service to the County. Check off the appropriate box to indicate if this is an initial contract or the renewal of an existing contract. List the amount of the initial contract, along with the renewal contract amount (as applicable).

### II. TO BE COMPLETED BY CONTRACTOR

4. **Contractor**  
List the name, address, and phone number of the contractor. Check off the appropriate box to indicate the most appropriate description of the contractor organization type.
5. **Composition of Ownership by Percentage**  
Indicate the composition of ownership, by race and gender, of the contractor by percentage. The sums of the percentages must equal to 100% of the firm's ownership.
6. **Certified Minority or Women Owned Business**  
Check off the appropriate box to indicate if the firm has been certified as an MBE/WBE firm by an accredited agency. If the firm has been certified as an MBE/WBE firm by an accredited agency, indicate the name of the certifying agency, along with the date that such certification shall expire.
7. **Is the Contractor a Small Business?**  
Check off the appropriate box to indicate if the firm meets the requirements for small business designation, as prescribed in Title 13, Part 21 of the Code of Federal regulations.



## ACKNOWLEDGMENT

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

State of California  
County of Alameda )

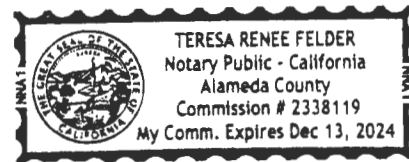
On 3/3/2020 before me, Teresa Renee Felder, Notary Public  
(insert name and title of the officer)

personally appeared Guy Smith, Vice President,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Alameda )

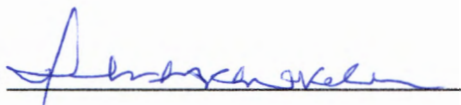
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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

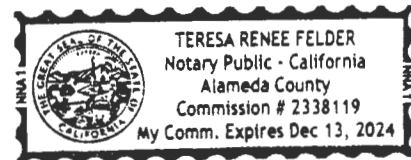
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



# QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed for every personal services contract and must be included as part of the contract package submitted to either the Board of Supervisors or the Purchasing Agent. Be sure to answer all of the questions in Section I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

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CONTRACTOR NAME: St. Francis Electric DEPT #: 270301

TITLE/SERVICE: **THE TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF TESLA ROAD, LIVERMORE, ALAMEDA COUNTY**

DEPT. CONTACT: Jami Conley PHONE: Ext. 55268

---

YES NO

## I. INFORMATION ABOUT THE CONTRACTOR

1. Is the contractor a corporation or partnership? ( X ) ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? ( X ) ( )

If the answer to BOTH questions is YES, provide the employer ID number here:

47-2615956

No other questions need to be answered. Withholding is not required.

If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_

No other questions need to be answered. Withholding is not required.

If the answer to question 2 is NO, continue to Section II.

---

YES NO

## II. RELATIONSHIP OF THE PARTIES

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )
4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( )
-

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS**

- 1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

---

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS**

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
- 1.a. Will the contractor work more than an average of ten hours per week? ( ) ( )

IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.

- 1.b. Will the County provide more than 20% of the contractor's income? ( ) ( )
- 2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

---

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Agency/Department Head or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

**PERSONNEL DEPARTMENT APPROVAL (REQUIRED FOR CONTRACTORS SUBJECT TO WITHHOLD):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_