March 3, 2016

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

Dear Board Members:

SUBJECT: FIND THAT AN EMERGENCY REPAIR OF DAMAGED AND SEPARATED STORM DRAIN PIPE AT 24393 FAIRVIEW AVENUE IN UNINCORPORATED HAYWARD REQUIRES IMMEDIATE REPAIR THAT WOULD BE DELAYED BY COMPETITIVE BIDDING, AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO CONDUCT THE EMERGENCY REPAIRS WITHOUT COMPETITIVE BIDDING

RECOMMENDATION:

It is recommended that your Board:

1. Find that an emergency repair of damaged and separated storm drain pipe at 24393 Fairview Avenue in unincorporated Hayward is warranted; and

2. Find that, based upon substantial evidence, the severely damaged storm drain pipe poses a clear and imminent danger of collapse, thus requiring immediate action to prevent a serious hazard and damage to structures on private property, and that the delay resulting from competitive solicitation of bids poses a risk of collapse for every storm event; and

3. Authorize the Director of Public Works to take any and all necessary actions to complete the repair work, including letting of contracts for consultants or contractors without competitive bidding, and the procurement of necessary equipment, services, and supplies for those purposes.

DISCUSSION/SUMMARY:

The Public Works Agency was recently informed that a sinkhole had developed on private property adjacent to a house. Investigation discovered that a storm drain pipe carrying storm runoff from Fairview Avenue passes under the sinkhole and that several sections of the pipe have...
Honorable Board of Supervisors  
March 3, 2016

separated and settled. If repair is not undertaken immediately, there is imminent danger of the house on private property to collapse creating a hazard for residents. The pipes need to be repaired before additional damage occurs.

It is anticipated that the repair work will take approximately 14 calendar days. To achieve this schedule, it is necessary for your Board to authorize the Director of Public Works to award a construction contract, bypassing the standard Board process for project advertisement and award. The estimated construction cost for the pipe repair is estimated at approximately $99,000.

This project is statutorily exempt under California Code of Regulations Title 14, Chapter 3, Article 18, Section 15269 (b)(c) of the California Environmental Quality Act (CEQA), and in Title 14, Division 6, Chapter 3, Articles 1-20, Section 15359 – Emergency

SELECTION CRITERIA/PROCESS:

This is an emergency repair contract that will be awarded without using otherwise applicable competitive bidding rules. Public Contract Code Section 1102 defines an emergency as a “sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” Public Contract Code Section 22035 allows contracting for emergency work without competitive solicitation provided that the procedures set forth in Public Contract Code Section 22050 are followed, including that the Board make a finding “based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation of bids and that the action is necessary.” Public Contract Code Section 22050 also requires a 4/5 vote for contracting for emergency bids without competitive solicitation.

FINANCING:

There will be no impact on the County General Fund. Funds to cover the estimated construction cost are available in the FY 2015-16 budget in Fund 21200, Organization 270401 and Account 610290 (Professional and Specialized Services).

Yours truly,

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

DW/JC/pr

Attachment

c: County Administrator
Auditor – Controller
Deputy County Counsel
FIND THAT AN EMERGENCY EXISTS CONCERNING A DAMAGED UNDERGROUND STORM DRAIN PIPE AT OR AROUND 24393 FAIRVIEW AVENUE; FIND THAT THE EMERGENCY WILL NOT PERMIT A DELAY RESULTING FROM COMPETITIVE SOLICITATION OF BIDS; FIND THAT IMMEDIATE REPAIR WORK IS NECESSARY TO RESPOND TO THE EMERGENCY; AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO TAKE IMMEDIATE ACTION TO UNDERTAKE SUCH REPAIRS

WHEREAS, there is an underground storm drain pipe located at or around a private residence at 24393 Fairview Avenue in unincorporated Hayward; and

WHEREAS, a sinkhole over that storm drain pipe has developed next to the residence; and

WHEREAS, investigation of the sinkhole revealed the extent of damage to the storm drain pipe; and

WHEREAS, the development of the sinkhole and discovery of the condition of the pipe were unexpected and present a clear and imminent danger, including the danger of further property collapse, which, if it were to happen, could result in property damage or loss or impairment of life; and

WHEREAS, the risk of further collapse is highest during storm events, and the competitive bidding process would delay such repairs during the rainy season; and

WHEREAS, the Director of Public Works has estimated that by dispensing with the normal competitive bidding process, the work can be completed in approximately 14 days;

NOW, THEREFORE, BE IT RESOLVED that, in accordance with Public Contract Code Section 1102, this Board finds that the sudden, unexpected discovery of the sinkhole and the condition of the pipe poses a clear and imminent danger, requiring immediate action to prevent property damage, injury, or loss of life; and

BE IT FURTHER RESOLVED that, in accordance with Public Contract Code Sections 22035 and 22050, this Board further finds that, based on substantial evidence, the emergency will not permit the delay resulting from the competitive solicitation of bids, that delay raises the risk of further collapse during every storm event, and that it is necessary to immediately repair the storm drain pipe, and to procure the necessary equipment, services, and supplies for those purposes without giving notice for competitive bids to let contracts; and
BE IT FURTHER RESOLVED that the Director of Public Works is granted authority to take any directly related and immediate action to complete the repair work, including letting of contracts for consultants or contractors without competitive bidding, and the procurement of necessary equipment, services, and supplies for those purposes; and

BE IT FURTHER RESOLVED that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification, or type of workman needed to execute the contract as set forth in Sections 1770 and 1773 of the Labor Code of the State of California; and

BE IT FURTHER RESOLVED that the Director of Public Works shall make an initial report to the Board on the status of the emergency and repair work at the Board's next regularly scheduled meeting, if such meeting will occur not later than 14 days after the date of adoption of this resolution (and within seven days if no such meeting is scheduled), and at every regular meeting thereafter occurring until the repair work is completed.
THE FOREGOING was PASSED and ADOPTED by a majority vote of the Alameda County Board of Supervisors this 8th day of March, 2016, to wit:

AYES: Supervisors: Carson, Chan, Miley, Valle & President Haggerty – 5

NOES: None

EXCUSED: None

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST: 
Clerk of the Board
Board of Supervisors

By: Deputy
CONTRACT

The Alameda County Flood Control and Water Conservation District, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter called DISTRICT, and SITEWORKS CONSTRUCTION, INC., hereinafter called CONTRACTOR, hereby agree as follows:

1. It has been determined by the Board of Supervisors of DISTRICT that it is necessary to secure all labor, material, equipment, mechanical workmanship, transportation and services for accomplishment of the project described as follows:
   
   EMERGENCY REPAIR OF DAMAGED AND SEPARATED STORM DRAIN PIPE
   AT 24393 FAIRVIEW AVENUE, IN UNINCORPORATED HAYWARD,
   ALAMEDA COUNTY, CALIFORNIA

2. The proposed scope of work, and CONTRACTOR'S bid proposal for the total bid price of $99,000.00 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 February 29, 2016, for the aforesaid project, now on file in the DISTRICT offices, are hereby referred to as a 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 DISTRICT to commence and complete the work of the aforesaid project in a skillful and substantial manner to the satisfaction of DISTRICT 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 DISTRICT General Manager.

5. Sections 1775, 1776, and 1777.5 of the Labor Code apply to this contract. 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 DISTRICT 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: **MAR 17 2016**

SITEWORKS CONSTRUCTION, INC.

By: [Signature]

Address
2201 Oakvale Road
Walnut Creek, CA 94597
Phone: (925) 284-1437
Fax: (925) 256-8357

License #: 610597
Classification: A

Taxpayer ID#: 68-0235377

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

By: [Signature]

President, Board of Supervisors

Approved as to Form
Donna Ziegler, County Counsel

By: [Signature]

Deputy

---

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 Alameda County Flood Control and Water Conservation District by a majority vote of the Board on **3/18/16**; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: **3-17-2016**

ATTEST:

Clerk of the Board of Supervisors

BY: [Signature]

Deputy
CALIFORNIA ALL-PURPOSE 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 Contra Costa

On March 17, 2016 before me, Sarah McCaslin, notary public

personally appeared Kent Desena

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract  Document Date: 3/17/16

Number of Pages: 3  Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name:  Signer’s Name:

☐ Corporate Officer — Title(s):  ☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited  ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee  ☐ Guardian or Conservator

☐ Other:  ☐ Other:

Signer Is Representing:  Signer Is Representing:

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SITEWORKS CONSTRUCTION, INC., as Principal, and __________
Western Surety Company

a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the Alameda County Flood Control and Water Conservation District in the sum of NINETY NINE THOUSAND AND 00/100 DOLLARS ($99,000.00) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the DISTRICT, 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 DISTRICT, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

EMERGENCY REPAIR OF DAMAGED AND SEPARATED STORM DRAIN PIPE
AT 24393 FAIRVIEW AVENUE, IN UNINCORPORATED HAYWARD,
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 DISTRICT from all costs and damages which said DISTRICT may suffer by reason of failure to do so, and shall reimburse and repay the DISTRICT all outlay and expense which the DISTRICT 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 14th day of March, __________, 2016.

Western Surety Company

SURETY

By: ________________________________

Michael Stewart - Attorney-In-Fact
Surety Address:
P.O. Box 5077, Sioux Falls, SD 57117-5077

Phone: 800-331-6053

SITEWORKS CONSTRUCTION, INC.

PRINCIPAL

By: ________________________________

Kent DeSena - President

Contract No. C-13199
CALIFORNIA JURAT WITH AFFIANT STATEMENT

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Sacramento

Subscribed and sworn to (or affirmed) before me
on this 14th day of March, 2016,
by ____________________________

(1) Michael Stewart

(and (2) ____________________________ ),

Name(s) of Signer(s)

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

Signature ____________________________

Signature of Notary Public

(1) Michael Stewart

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 3/14/2016

Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

State of California
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 17
day of March, 2016,
by Kent Desena
(1)

and (2) __ NA __
Name(s) of Signer(s)

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

Signature SARAH MCCASLIN
Notary Public - California
Contra Costa County
My Comm. Expires Jan 7, 2018

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond
Document Date: 8/17/16

Number of Pages: 3
Signer(s) Other Than Named Above: NA

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SITEWORKS CONSTRUCTION, INC., as Principal, and Western Surety Company, a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the Alameda County Flood Control and Water Conservation District in the sum of NINETY NINE THOUSAND AND 00/100 DOLLARS ($99,000.00) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the DISTRICT, 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 DISTRICT, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

EMERGENCY REPAIR OF DAMAGED AND SEPARATED STORM DRAIN PIPE
AT 24393 FAIRVIEW AVENUE, IN UNINCORPORATED HAYWARD,
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 14th day of March, 2016.

Western Surety Company
SURETY

BY: ____________________________
Michael Stewart - Attorney-In-Fact
Surety Address:
P.O. Box 5077, Sioux Falls, SD 57117-5077
Phone: 800-331-6053

SITEWORKS CONSTRUCTION, INC.
PRINCIPAL

BY: ____________________________
Kent DeSena - President
CALIFORNIA JURAT WITH AFFIANT STATEMENT

K) See Attached Document (Notary to cross out lines 1–6 below)
□ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

[Signature of Document Signer No. 1] [Signature of Document Signer No. 2 (if any)]

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 Sacramento

Subscribed and sworn to (or affirmed) before me on this 14th day of March, 2016, by

(Date Month Year)

(1) Michael Stewart

(and (2) ____________________________,)

Name(s) of Signer(s)

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

Signature ____________________________

Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: 3/14/2016

Number of Pages: 1 Signer(s) Other Than Named Above: N/A

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 CONTRA COSTA

Subscribed and sworn to (or affirmed) before me on this 17 day of March, 2016 by Date

(1) Kent Desena

Name(s) of Signer(s)

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

Signature Signature of Notary Public

Seal

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: 3/17/16

Number of Pages: 3 Signer(s) Other Than Named Above: NA

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey Ernest Busch, Mark K Reinhardt, Tony Albano, Wendy Rivera, Mike Stewart, Individually

of Orangevale, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota  ss
County of Minnehaha

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of March, 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary
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.

CONTRACTOR NAME: Siteworks Construction, Inc. DEPT #: 270401

TITLE/SERVICE: Emergency Repair of Damaged and Separated Storm Drain Pipe at 24393 Fairview Drive in Hayward, Alameda County, California

DEPT. CONTACT: Julie Ackerman PHONE: Ext. 55436

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: 68-0235377

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.

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.

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:

Siteworks Construction
P.O. Box 1324
Lafayette, CA 94549
Lic. No. 501697
__________________________
Contractor

Agency/Department Head or Designee

3/14/2016 3/17/16

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

Signature: __________________________ Date: __________________________

Title: __________________________
COUNTY OF ALAMEDA

CONTRACT INFORMATION FORM

GSA USE ONLY
SIC CODE:

I. TO BE COMPLETED BY ALAMEDA COUNTY

1. Contract Number
C-13199

2. Department Name & Number
ENGINEERING & CONSTRUCTION - CONTRACT ADMINISTRATION

Initial ✗
Renewal □

Description: Emergency Repair of Damaged and Separated Storm Drain Pipe at 24393 Fairview Avenue in Hayward, Alameda County, California

Amount Initial $99,000.00
Renewal $3,171,16

Signature of Agency or Department Head or Designee

Date

II. TO BE COMPLETED BY CONTRACTOR

4. Contractor
Siteworks Construction, Inc.

5. Composition of Ownership by Percentage
(Must represent 100%)

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Male</th>
<th>Female</th>
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<tbody>
<tr>
<td>White</td>
<td>46</td>
<td>100</td>
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<tr>
<td>Other</td>
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<td></td>
</tr>
</tbody>
</table>

6. Certified Minority or Women Owned Business?
Yes ☑ No □
If yes, Certifying Agency/Certificate/Expiration Date
CALTRANS 4/9241 April, 2018

7. Is the Contractor a Small Business?* Yes ☑ No □

Signature of Contractor

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.)