



May 19, 2015

The Honorable Board of Supervisors
 County Administration Building
 1221 Oak Street
 Oakland, California 94612

Dear Board Members:

SUBJECT: ACCEPT BID AND AWARD PROCUREMENT CONTRACT NO. 11848 TO ETIC FOR THE CHANNEL RESTORATION AND CAPACITY ENHANCEMENT ALONG LINES M, M-3 AND M-5 IN UNION CITY, ALAMEDA COUNTY, CALIFORNIA; ZONE 5 PROJECT; SPECIFICATION NO. FC 5-D-195; IN THE AMOUNT OF \$639,150.00

RECOMMENDATION:

It is recommended that your Honorable Board:

1. Accept the bid and award Procurement Contract No. 11848 to ETIC (Principal: Alan Anselmo, Vice President; Location: Pleasant Hill), in the amount of \$639,150.00, based on the unit prices stated in its bid proposal for the project, the Channel Restoration and Capacity Enhancement Along Lines M, M-3 and M-5 in Union City, Alameda County, California; Zone 5 project, Specification No. FC 5-D-195;
2. Authorize the President of the Board to sign the contract upon review by County Counsel, said work to be completed within sixty (60) working days from the date of receipt of Notice to Proceed; and
3. Approve the encumbrance of an additional \$63,915.00, as a Supplemental Work Allowance (SWA) for a total encumbered amount of \$703,065.00 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 3/24/15. The project consists, in general, of providing and implementing water pollution control plan; designing, installing, maintaining, monitoring, and removing de-watering systems; clearing and grubbing; installing temporary construction entrance; excavating, hauling, and disposing of Class II materials; channel excavation and grading, removal and disposal of excess excavated materials, removing, storing and reinstalling existing rock riprap, furnishing and installing additional rock riprap for rock slope protection; planting wetland vegetation; hydro-seeding; furnishing, placing and compacting Class 2 aggregate base; and all miscellaneous work necessary to complete said project.

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;*
- *A pre-bid conference was held for interested contractors, with attendance at the conference required for all general contractors, and encouraged for subcontractors. The conference was attended by seven (7) contractors;*

On 4/28/15, four (4) bids were received and opened. Table 1 shows an abstract of the bids received in response to the authorized advertisement. The bids will be forwarded to you under separate cover.

Table 1: Abstract of Bids

Contractor	Location	MBE Participation (15% Goal)	WBE Participation (5% Goal)	Bid Amount
ETIC	Pleasant Hill	21.32%	14.21%	\$639,150.00
Innovative Construction Solutions	Oakland	21.80%	2.86%	\$713,410.00
Aquatic Environments, Inc.	Concord	41.51%	0.51%	\$787,972.00
Siteworks Construction	Lafayette	15.89%	4.71%	\$849,424.29

The bids were reviewed by Public Works Agency staff and found to be in order. The low bidder, ETIC, has exceeded the County's Construction Compliance Program goals, achieving 21.32% MBE and 14.21% WBE participation, and it is recommended that the contract be awarded to ETIC. The prime contractor and its subcontractors will be required to utilize the County's Compliance system to ensure labor and business utilization compliance.

FINANCING:

The funds for this project are budgeted and available in the Flood Control Zone 5 Budget, ORG No. 270351, Account 610290 (Professional & Specialized Services - Construction). There will be no impact on the General Fund.

Yours truly,


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

DW/ja

c: County Counsel
ETIC

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 ETIC, 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:

**CHANNEL RESTORATION AND CAPACITY ENHANCEMENT ALONG LINES M, M-3 AND M-5
UNION CITY, ALAMEDA COUNTY, CALIFORNIA, ZONE NO. 5 PROJECT**

2. The plans, specifications, and CONTRACTOR'S bid proposal for the total bid price of \$639,150.00 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 April 28, 2015, for the aforesaid project, now on file in the office of the Clerk of the Board of Supervisors and the DISTRICT Construction Department, 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 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.

JUN 25 2015

Date: _____

ETIC



By: _____

Address Alan Anselmo, Vice President
2285 Morello Avenue
Pleasant Hill, CA 94523
Phone: (925) 602-4710
Fax: (925) 691-9098

ALAMEDA COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT

By: _____

President, Board of Supervisors

Approved as to Form
Donna Ziegler, County Counsel

By: _____

Cearney Beaman
Deputy

License #: 624022

Classification: A, HAZ

Taxpayer

ID#: 77-0274570

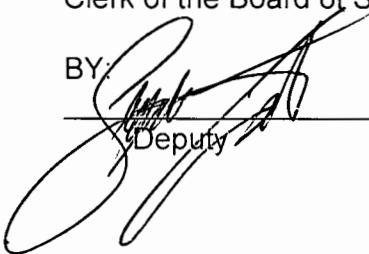
I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the Alameda County Flood Control and Water Conservation District by a majority vote of the Board on JUN 02 2015; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: JUN 25 2015

ATTEST: _____

Clerk of the Board of Supervisors

BY: _____


Deputy

California Acknowledgment Form

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 } ss.

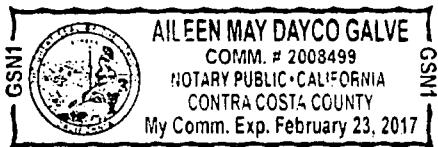
On JUNE 15, 2015 before me, Aileen May Dayco Galve
(here insert name and title of the officer)
personally appeared ALAN ANSELMO

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.

Seal

WITNESS my hand and official seal.




Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Contract # of Pages: 2

Notes

Alameda County : Channel Restoration and Capacity
Enhancement

PERFORMANCE BOND

Bond #866815

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ETIC, as Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124

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 SIX HUNDRED THIRTY NINE THOUSAND, ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$639,150.00) 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:

CHANNEL RESTORATION AND CAPACITY ENHANCEMENT ALONG LINES M, M-3 AND M-5 UNION CITY, ALAMEDA COUNTY, CALIFORNIA, ZONE NO. 5 PROJECT

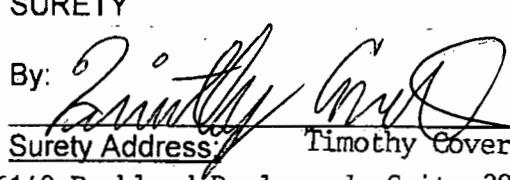
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract, and if the Principal shall satisfy all claims and demands incurred under the said contract, and shall fully indemnify and save harmless 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 4th day of June, 2015.

Evergreen National Indemnity Company
SURETY

By:



Surety Address:

6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124
Phone:

440-995-5100

ETIC
PRINCIPAL

By:



Alan Anselmo, Vice President

Bond Premium \$12,783.00

California Acknowledgment Form

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.

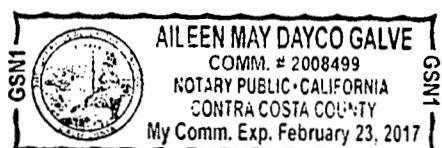
State of California
County of Contra Costa } ss.

On JUNE 15, 2015 before me, Aileen May Dayco Galve
(here insert name and title of the officer)
personally appeared ALAN ANSELMO

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.

Seal



WITNESS my hand and official seal.


Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Performance Bond # of Pages: 1

Notes

Alameda County

PAYMENT BOND

#866815

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ETIC, as Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124

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 SIX HUNDRED THIRTY NINE THOUSAND, ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$639,150.00) 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.

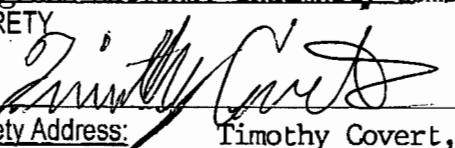
The condition of this obligation is such that whereas the Principal entered into a contract with the DISTRICT, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

CHANNEL RESTORATION AND CAPACITY ENHANCEMENT ALONG LINES M, M-3 AND M-5 UNION CITY, ALAMEDA COUNTY, CALIFORNIA, ZONE NO. 5 PROJECT

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 4th day of June 2015.

Evergreen National Indemnity Company
SURETY
BY: 
Surety Address: Timothy Covert, Attorney-In-Fact

6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124

Phone:

440-995-5100

ETIC
PRINCIPAL

BY:


Alan Anselmo, Vice President

Bond Premium "Included"

California Acknowledgment Form

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State of California
County of Contra Costa } ss.

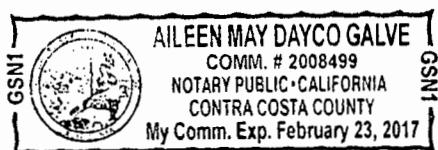
On JUNE 15, 2015 before me, Aileen May Dayco Galve
(here insert name and title of the officer)
personally appeared ALAN ANSELMO

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.

Seal

WITNESS my hand and official seal.



Signature of Notary



Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Payment Bond # of Pages: 1

Notes

Alameda County

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **866815**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** Timothy Covert ***

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, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Six Hundred Thirty Nine Thousand One Hundred Fifty and 0/100 Dollars (\$639,150.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as

Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

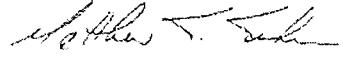
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:


Matthew T. Tucker, President

By:


David A. Canzone, CFO

Notary Public
State of Ohio

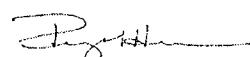
SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017



Penny M. Hamm, Notary Public
My Commission Expires April 4, 2017

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 4th day of June 2015.




Wan C. Collier, Secretary

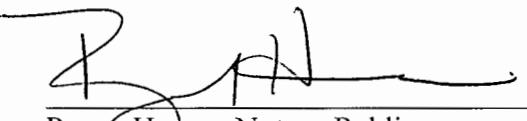
SURETY ACKNOWLEDGMENT

State of Ohio

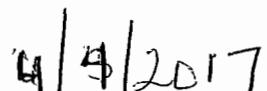
SS:

County of Cuyahoga

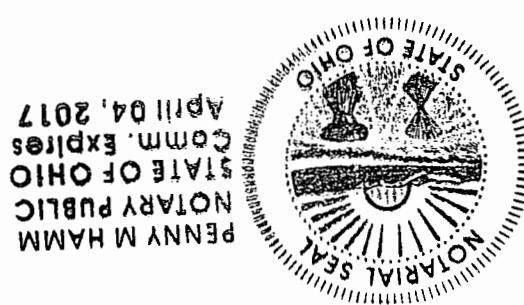
On this 4th Day of June 2015, before me, Penny Hamm, Notary Public, personally appeared Timothy Covert, to me known, who being by me duly sworn, did depose and say that he is the Attorney-In-Fact of Evergreen National Indemnity Company, the Surety company described in and which executed the foregoing instrument; that such execution was authorized by the Surety company, and evidenced by the attached Power of Attorney.



Penny Hamm, Notary Public



Expiration Date



NOTE TO AGENT: It is required by federal law that you provide this document to the insured or prospective insured

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 (TRIA), effective November 26, 2002, that we have automatically included, in all our policies and quotations, insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NOTICE OF GOVERNMENT REINSURANCE PARTICIPATION:

Any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law (TRIA). Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your annual premium that is attributable to coverage for acts of terrorism is: \$0.00

Name of Insurer: Evergreen National Indemnity Company

Policy Number: 866815

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE NO 08366
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Evergreen National Indemnity Company

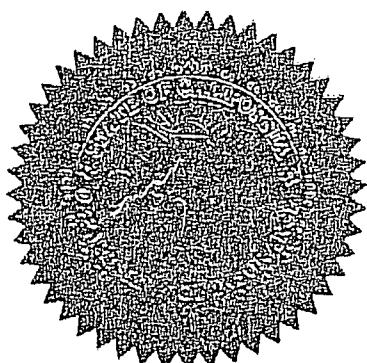
of Ohio , organized under the
laws of Ohio , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

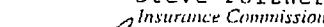
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the* 30th
day of March 2007, *I have hereunto*
set my hand and caused my official seal to be affixed this
30th day of March 2007

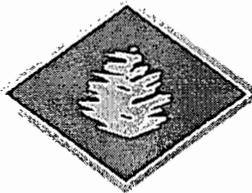


8v

Steve Poizner
Insurance Commissioner

Susan J. Stapp
for Richard D. Baum *Demux*
Chief Deputy

NOTICE:

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



Evergreen National Indemnity Company Certificate 2014

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

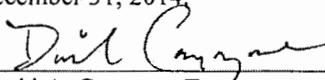
Direct Written Premium	\$ 32,858,244
Reinsurance Assumed	4,322,556
Reinsurance Ceded	(25,184,243)
Net Written Premium	11,996,557
Change in Unearned	100,034
Net Earned Premium	12,096,591
Losses & LAE Incurred	26,984
Net Commission Expense	7,605,530
Other Expenses	3,115,544
Underwriting Gain/ (Loss)	1,348,533
Net Investment Income	849,340
Net Realized Capital Gains (Loss)	454,783
Other Income/ (Expense)	627
Income Before FIT	2,653,283
Federal Income Tax	748,122
Net Income	1,905,161

BALANCE SHEET

<u>Assets</u>	
Invested Assets	43,597,974
Agent's Balances (net of Reins.)	2,062,101
Reinsurance Recoverable	315,130
Other Assets	784,303
Total Assets	46,759,508

<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,871,404
Loss & LAE Reserves	3,486,422
Ceded Reinsurance Payable	3,526,692
Other Liabilities	1,665,656
Total Liabilities	13,550,174
Surplus	33,209,334
Total Liabilities & Surplus	46,759,508

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2014.



David A. Canzone, Treasurer

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: ETIC Engineering, Inc. DEPT #: 270301

TITLE/SERVICE: CHANNEL RESTORATION AND CAPACITY ENHANCEMENT
ALONG LINES M, M-3, AND M-5 UNION CITY ALAMEDA
COUNTY, CALIFORNIA, A ZONE NO. 5 PROJECT

DEPT. CONTACT: Julie Ackerman PHONE: Ext. 55436

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:

77-0274570

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? () ()

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 ETIC, 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:

**CHANNEL RESTORATION AND CAPACITY ENHANCEMENT ALONG LINES M, M-3 AND M-5
UNION CITY, ALAMEDA COUNTY, CALIFORNIA, ZONE NO. 5 PROJECT**

2. The plans, specifications, and CONTRACTOR'S bid proposal for the total bid price of \$639,150.00 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 April 28, 2015, for the aforesaid project, now on file in the office of the Clerk of the Board of Supervisors and the DISTRICT Construction Department, 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 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.

JUN 25 2015

Date: _____

ETIC



By: _____

Address Alan Anselmo, Vice President
2285 Morello Avenue
Pleasant Hill, CA 94523
Phone: (925) 602-4710
Fax: (925) 691-9098

ALAMEDA COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT

By: _____

President, Board of Supervisors

Approved as to Form
Donna Ziegler, County Counsel

By: _____

Cearney Beaman
Deputy

License #: 624022

Classification: A, HAZ

Taxpayer

ID#: 77-0274570

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 JUN 02 2015; and that a copy has been delivered to the President as provided by Government Code Section 25103.

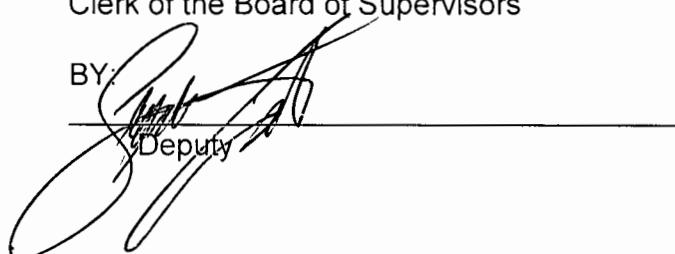
Date: JUN 25 2015

ATTEST: _____

Clerk of the Board of Supervisors

BY: _____

Deputy



California Acknowledgment Form

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 } ss.

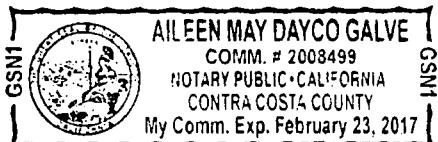
On JUNE 15, 2015 before me, Aileen May Dayco Galve
(here insert name and title of the officer)
personally appeared ALAN ANSELMO

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.

Seal

WITNESS my hand and official seal.



Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Contract # of Pages: 2

Notes

Alameda County : Channel Restoration and Capacity
Enhancement

PERFORMANCE BOND

Bond #866815

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ETIC, as Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124

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 SIX HUNDRED THIRTY NINE THOUSAND, ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$639,150.00) 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:

CHANNEL RESTORATION AND CAPACITY ENHANCEMENT ALONG LINES M, M-3 AND M-5 UNION CITY, ALAMEDA COUNTY, CALIFORNIA, ZONE NO. 5 PROJECT

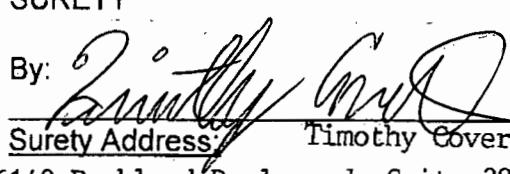
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract, and if the Principal shall satisfy all claims and demands incurred under the said contract, and shall fully indemnify and save harmless 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 4th day of June, 2015.

Evergreen National Indemnity Company
SURETY

By:



Surety Address:

6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124
Phone:

440-995-5100

ETIC
PRINCIPAL

By:



Alan Anselmo, Vice President

Bond Premium \$12,783.00

California Acknowledgment Form

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 } ss.

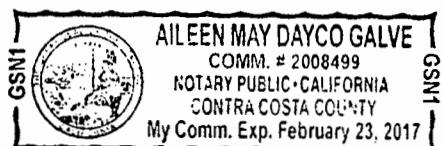
On JUNE 15, 2015 before me, Aileen May Dayco Galve
(here insert name and title of the officer)

personally appeared ALAN ANSELMO

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.

Seal



WITNESS my hand and official seal.


Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Performance Bond # of Pages: 1

Notes

Alameda County

PAYMENT BOND

#866815

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ETIC, as Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124

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 SIX HUNDRED THIRTY NINE THOUSAND, ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$639,150.00) 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.

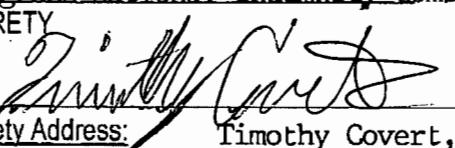
The condition of this obligation is such that whereas the Principal entered into a contract with the DISTRICT, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

CHANNEL RESTORATION AND CAPACITY ENHANCEMENT ALONG LINES M, M-3 AND M-5 UNION CITY, ALAMEDA COUNTY, CALIFORNIA, ZONE NO. 5 PROJECT

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 4th day of June 2015.

Evergreen National Indemnity Company
SURETY
BY: 
Surety Address: 6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124

ETIC
PRINCIPAL
BY: 
Alan Anselmo, Vice President

Phone: 440-995-5100

Bond Premium "Included"

California Acknowledgment Form

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 } ss.

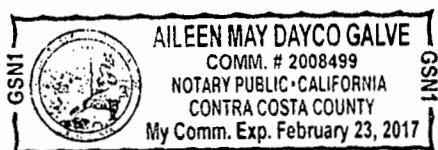
On JUNE 15, 2015 before me, Aileen May Dayco Galve
(here insert name and title of the officer)
personally appeared ALAN ANSELMO

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.

Seal

WITNESS my hand and official seal.



Signature of Notary



Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Payment Bond # of Pages: 1

Notes

Alameda County

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **866815**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** Timothy Covert ***

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, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Six Hundred Thirty Nine Thousand One Hundred Fifty and 0/100 Dollars (\$639,150.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as

Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

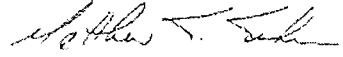
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:


Matthew T. Tucker, President

By:


David A. Canzone, CFO

Notary Public
State of Ohio

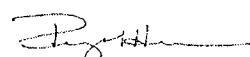
SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017



Penny M. Hamm, Notary Public
My Commission Expires April 4, 2017

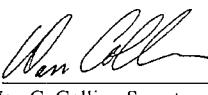
State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 4th day of June 2015.




Wan C. Collier, Secretary

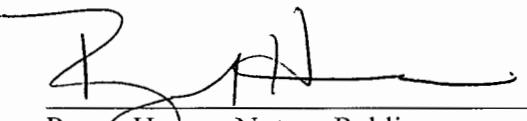
SURETY ACKNOWLEDGMENT

State of Ohio

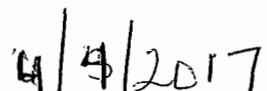
SS:

County of Cuyahoga

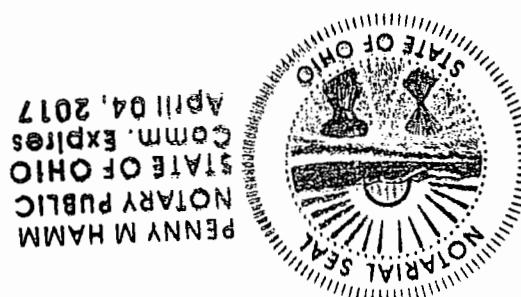
On this 4th Day of June 2015, before me, Penny Hamm, Notary Public, personally appeared Timothy Covert, to me known, who being by me duly sworn, did depose and say that he is the Attorney-In-Fact of Evergreen National Indemnity Company, the Surety company described in and which executed the foregoing instrument; that such execution was authorized by the Surety company, and evidenced by the attached Power of Attorney.



Penny Hamm, Notary Public



Expiration Date



NOTE TO AGENT: It is required by federal law that you provide this document to the insured or prospective insured

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 (TRIA), effective November 26, 2002, that we have automatically included, in all our policies and quotations, insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NOTICE OF GOVERNMENT REINSURANCE PARTICIPATION:

Any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law (TRIA). Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your annual premium that is attributable to coverage for acts of terrorism is: \$0.00

Name of Insurer: Evergreen National Indemnity Company

Policy Number: 866815

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE NO 08366
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Evergreen National Indemnity Company

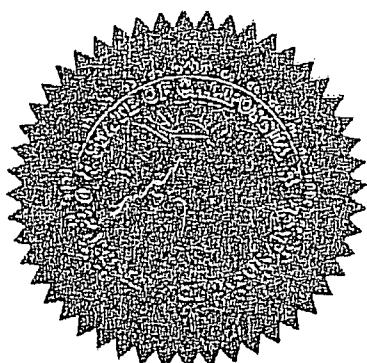
of Ohio, organized under the
laws of Ohio, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

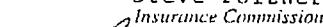
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the* 30th
day of March 2007, *I have hereunto*
set my hand and caused my official seal to be affixed this
30th day of March 2007

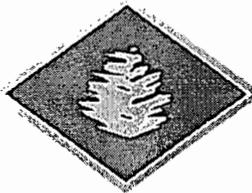


8v

Steve Poizner
Insurance Commissioner

Susan J. Stapp
for Richard D. Baum *Demux*
Chief Deputy

NOTICE:

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



Evergreen National Indemnity Company Certificate 2014

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

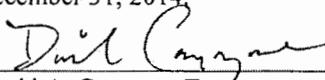
Direct Written Premium	\$ 32,858,244
Reinsurance Assumed	4,322,556
Reinsurance Ceded	(25,184,243)
Net Written Premium	11,996,557
Change in Unearned	100,034
Net Earned Premium	12,096,591
Losses & LAE Incurred	26,984
Net Commission Expense	7,605,530
Other Expenses	3,115,544
Underwriting Gain/ (Loss)	1,348,533
Net Investment Income	849,340
Net Realized Capital Gains (Loss)	454,783
Other Income/ (Expense)	627
Income Before FIT	2,653,283
Federal Income Tax	748,122
Net Income	1,905,161

BALANCE SHEET

<u>Assets</u>	
Invested Assets	43,597,974
Agent's Balances (net of Reins.)	2,062,101
Reinsurance Recoverable	315,130
Other Assets	784,303
Total Assets	46,759,508

<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,871,404
Loss & LAE Reserves	3,486,422
Ceded Reinsurance Payable	3,526,692
Other Liabilities	1,665,656
Total Liabilities	13,550,174
Surplus	33,209,334
Total Liabilities & Surplus	46,759,508

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2014.



David A. Canzone, Treasurer

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: ETIC Engineering, Inc. DEPT #: 270301

TITLE/SERVICE: CHANNEL RESTORATION AND CAPACITY ENHANCEMENT
ALONG LINES M, M-3, AND M-5 UNION CITY ALAMEDA
COUNTY, CALIFORNIA, A ZONE NO. 5 PROJECT

DEPT. CONTACT: Julie Ackerman PHONE: Ext. 55436

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:

77-0274570

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? () ()
