

Contractor's Name: Gateway Pacific Contractors, Inc.
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

FILED

JAN 25 2005

By The
Office of The City Clerk

The Sealed Proposal will be received not later than Wednesday, January 25, 2006, at the Office of the City Clerk, Historic City Hall, at 915 I Street, Plaza Level, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on January 25, 2006 in the Office of the City Clerk, 915 I Street, Historic City Hall, Hearing Room 2nd Floor, Sacramento, California

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

ELKHORN RESERVOIR
(ZJ36)

in the City and County of Sacramento, California

TOTAL BID: SIX MILLION THREE HUNDRED TWENTY, TWO HUNDRED NINETY-TWO (\$ 6,320,292)

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices

Item No.	Description	Estimated Quantity	Unit	Total
1	Mobilization	1	LS	\$ <u>350,000</u>
2	Elkhorn Reservoir and Pump Station, to Construct	1	LS	\$ <u>4,946,216</u>
3	Vertical and Circumferential Pre-stressing (Performed by DYK)	1	LS	\$ <u>483,576.00</u>
4	HP14x117 Piles, to Furnish and Install	6500	LF	\$ <u>540,000</u>

TOTAL BID: \$ 6,320,292

GATEWAY PACIFIC

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of **two hundred sixty (260) working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **one thousand dollars (\$1,000.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

10% Total

\$ Amount Bid not less than ten (10) percent of amount bid.

 CERTIFIED CHECK

 MONEY ORDER

 CASHIERS'S CHECK

 X BID BOND

CONTRACTOR

Addendum No. 1 1/13/06

Gateway Pacific Contractors, Inc.

Addendum No. 2

By: 

(Signature)

Addendum No. 3

Title: Evan Lundin, President

Addendum No. 4

Address: 8055 Freeport Blvd.

 Sacramento, CA 95832

Telephone No. (916) 665-4100

(Federal Tax ID # or Social Security #)
Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

 68-0136507

Valid Contractor's License No. 517988 , Classification A B is held by the bidder.

Expiration date 9/30/07 . Representations made herein are true and correct under penalty of perjury.

PN: ZJ36

CITY OF SACRAMENTO SUBCONTRACTOR AND ESBE PARTICIPATION VERIFICATION

To be eligible for award of this contract, the bidder shall list any business entity used to attain the ESBD goal. Additionally, all other subcontractors who perform work, labor or render service in an amount in excess of one-half (0.5) of one percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontracted value exceeds one-half (0.5) percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The inclusion of false information will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY.

Name of Prime Contractor: Gateway Pacific Contractors, Inc.		Total Estimated Bid Amount: \$ 6,320,292	DATE: January 25, 2006
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE ** (subject to verification)	Items of work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work/Service Provided
DYK Inc. - El Cajon, CA	-	PRE-STRESSING	\$ 483,576
PARKER LANDSCAPE, SAC	SBE	LANDSCAPE	\$ 31,450
PACIFIC COAST STEEL, FAIRFIELD	-	REBAR	\$ 277,521
PATENT CONSTRUCTION, SAC	-	ROOF SHORING	\$ 153,162
VADNINS CORP, SAC	-	BORING	\$ 320,000
HOME EXPRESS CONST. PENEWY HILLS	-	FIBERGLASS REINFORCED PANELS	\$ 122,918
HOUSTON PAVING, SAC	SBE	PAVING	109,500
VINTAGE PAVING, WINTERS	SBE	PAVING	\$ 33,393
CRUSADER FENCE, CORONA	SBE	FENCE	\$ 93,321
PT'S MASONRY, SAC	SBE	MASONRY	\$ 392,000
FOUNDATION, OAKLEY	-	H-PIILING	\$ 129,819
ALL WEST EQUIP, LIVERMORE	SBE	VALVES	\$ 261,294
G3 ENGINEERING, LOMIS	SBE	VERTICAL TURBIN PUMPS	\$ 475,000
SYSTEM 3 INC, CARMICHAEL	SBE	ELECTRICAL	\$ 73,111
RAVER-CITY PAINTING, SAC	SBE	PAINTING	\$ 53,000
VILKUB DRILLERS, W.SAC	SBE	DEWATERING	

****CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING**

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. **CC2004-433**, establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. **C2004-433** by completing all of the questions contained in this questionnaire. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a responsible bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a responsible bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

QUESTIONNAIRE

NOTICE: All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years.

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

Gateway Pacific Contractors, Inc. License No. 517988 Classification A B exp. 9/30/07

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
- Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
- Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
- Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
- Yes No

Answer either subsection A or B, as applicable:

- A. Your firm has completed three or more **government** construction contracts **in Sacramento County** within the last five years: Within those five years, has your firm **been assessed** liquidated damages on three or more **government construction** contracts **in Sacramento County** for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

- B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

9. Answer either subsection A or B, as preferred:

- A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes No

OR

- B. In the last three years has your firm had a three year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

- In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at, on 8055 Freeport Blvd. Sacramento, CA 95832 on January 25, 2006.
(Location) (Date)

Signature: 

Print Name: Evan Lundin

Title: President, Gateway Pacific Contractors, Inc.

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees; "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Gateway Pacific Contractors, Inc.

Name of Contractor

8055 Freeport Blvd. Sacramento, CA 95832

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.
- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

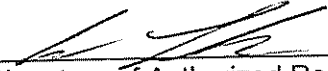
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

January 25, 2006

Date

Evan Lundin

Print Name

President, Gateway Pacific Contractors, Inc.

Title

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

ESBE REQUIREMENTS

(City Contracts no Federal Funds Used)

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development (ESBD) program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. The ESBD program establishes an annual emerging and small business enterprise (ESBE) participation goal for the City's contracts, and authorizes City departments to require minimum ESBE participation levels in individual contracts so that the annual ESBE participation goal can be met. Under City Code section 3.60.270, when the bid specifications for a City contract establishes a minimum participation level for ESBEs, no bidder on the contract shall be considered a responsive bidder unless its bid meets the minimum ESBE participation level required by the bid specifications.

The City has established a **minimum 20% participation level** for ESBEs on this contract. Pursuant to City code Section 3.60.270, no bidder on this contract shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall include copies of their Certification as a SBE or EBE and the SBE or EBE Certifications for each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted within two (2) working days of submitting the sealed proposal. Failure to submit the required ESBE information will be grounds for finding the bid non-responsive.

II. ESBE CERTIFICATION

- A. A SBE designated in the bid must be certified as such by the State of California, Department of General Services, or by the City, as defined herein, prior to the time bids are received.
- B. An EBE designated in the bid must be certified as such by the City, as defined herein, prior to the time bids are received.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. The percent of ESBE participation shall be determined based on the dollar amount of the work to be performed by a certified ESBEs designated in the bid, relative to the total dollar amount of the bid, except as provided other wise below.
- B. To receive credit for participation, a ESBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.
- C. Suppliers: Credit for a ESBE vendor of materials or supplies is counted as one hundred (100) percent of the amount paid to the vendor for the material
- D. Truckers: Credit for trucking by ESBEs will be (100) percent

IV ESBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL

- A. ESBE RECORDS - The Contractor shall maintain records of all subcontracts with certified ESBE subcontractors and records of materials purchased from certified ESBE vendors/suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each ESBE subcontractor or vendor/supplier and the total dollar amount actually paid each ESBE subcontractor or vendor/supplier.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the ESBD program or these specifications.

- B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the contract amount. The deduction shall be ten (10) percent of the estimated value of the work done during the month, not to be less than \$1,000 nor exceed \$10,000 and shall be deducted from the next progress payment.

- C. PERFORMANCE OF ESBE SUBCONTRACTORS AND SUPPLIERS - The ESBEs listed by the Contractor shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material from other sources. Reasons for requesting such authorization would include:

1. The listed ESBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed ESBE becomes bankrupt or insolvent.
3. The listed ESBE subcontractor fails to meet the bond requirements of the Contractor.
4. The work performed by the listed subcontractor is unsatisfactory and/or is not in accordance with the plans and specifications, or the subcontractor fails to perform his/her obligations under the subcontractor contract.
5. It would be in the best interest of the City. The Contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed SBE or EBE or other forces (including those of the Contractor) authorized in writing, by the City.

- D. SUBCONTRACTOR SUBSTITUTION - No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subcontracting Listing Law and the written consent of the City. If a ESBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original

subcontractor must be certified at the time of substitution.

V. DEFINITIONS

A. Emerging Business Enterprise (EBE)

The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998, provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.

B. Small Business Enterprise (SBE)

The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs

C. CONTRACTOR

The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the City of Sacramento.

D. SUBCONTRACTOR

The individual, partnership, corporation, or other legal entity entering into a contract with the prime contractor to perform a portion of the work

SUMMARY OF PRESTRESSED CONCRETE RESERVOIRS BY GATEWAY PACIFIC CONTRACTORS, INC. 2000 - 2006

1. NAME: PA 6 ZONE 4 & C RESERVOIR, ZONE 4-6 BPS, ZONE C-D BPS
 LOCATION: IRVINE, CA
 SIZE: \$9,899,601
 DATES: 07/05 -
 DESCRIPTION: CONSTRUCT 3.5 MG DOMESTIC WATER RESERVOIR, 2.2 MG RECLAIMED WATER RESERVOIR AND DOMESTIC AND RECLAIMED WATER BOOSTER PUMP STATIONS
 OWNER: IRVINE RANCH WATER DISTRICT
 15600 SAND CANYON AVE.
 IRVINE, CA 92619-7000
 CONTACT: BILL STEWART (949) 453-5610
 ENGINEER: DANIEL BOYLE ENGINEERING
 23231 SOUTH POINT DRIVE, SUITE 103
 LAGUNA HILLS, CA 92653
 SUPERINTENDENT: TIM GANGEL

2. NAME: MCMURTRY RESERVOIR
 LOCATION: VACAVILLE, CA
 SIZE: \$7,980,100
 DATES: 6/05 -
 DESCRIPTION: CONSTRUCT 5MG PRESTRESSED CONCRETE RESERVOIR, TRANSMISSION LINE, SITEWORK & IRRIGATION FACILITIES
 OWNER: CITY OF VACAVILLE
 650 MERCHANT STREET
 VACAVILLE, CA 95688
 CONTACT: JAMES LOOMIS (707) 449-5346
 ENGINEER: TETRA TECH
 3675 MT. DIABLO BLVD. SUITE 100
 LAFAYETTE, CA 94549
 SUPERINTENDENT: GENE GREGORY

3. NAME: TERMINAL RESERVOIR 3
 LOCATION: SAN JUAN CAPISTRANO, CA
 SIZE: \$10,527,276.00
 DATES: 10/04 -
 DESCRIPTION: CONSTRUCT 6 MG PRESTRESSED CONCRETE RESERVOIR, INSTALL CHLORAMINE GENERATOR SYSTEM
 OWNER: CITY OF SAN JUAN CAPISTRANO
 32400 PASEO ADELANTO
 SAN JUAN CAPISTRANO, CA 92675
 ENGINEER: CAMP DRESSER & MCKEE
 CONTACT: WAIN COOPER 760/438-7755
 SUPERINTENDENT: TIM BROWN

4. NAME: CITYWIDE RECYCLED WATER FACILITIES, PROJECT "A", CONTRACT 3
 LOCATION: CORONA, CA
 SIZE: \$15,431,258
 DATES: 1/04 -
 DESCRIPTION: CONSTRUCTION OF 3-RECYCLED WATER PUMP STATIONS, 3-PRESTRESSED CONCRETE RECYCLED WATER STORAGE RESERVOIRS/IMPROVEMENTS TO THE EXISTING TERTIARY TREATMENT FACILITIES
 OWNER: CITY OF CORONA

ENGINEER: 815 WEST SIXTH STREET
CORONA, CA 92878
SUPERINTENDENT: PARSONS
JEFF WINTEMUTE

5 NAME: GANO RESERVOIR & UNIT X PIPELINES
PHASE II – RESERVOIR & PIPELINES
LOCATION: RANCHO BERNARDO, CA
SIZE: \$7,515,915
DATES: 8/03 -
DESCRIPTION: CONSTRUCTION OF PRESTRESSED 6.5 MG RESERVOIR, STEEL WATER
TRANSMISSION PIPELINES, CONTROL VALVE VAULT, DRAIN VAULT, FINAL
ACCESS ROADS AND UTILITY IMPROVEMENTS.
OWNER: OLIVENHAIN MUNICIPAL WATER DISTRICT
ENGINEER: INFRASTRUCTURE ENGINEERING CORPORATION
CONTACT: SHIP LEWIS – 858/451-6407
SUPERINTENDENT: TIM BROWN

6 NAME: WATER TREATMENT PLANT RESERVOIR
LOCATION: ROSEVILLE, CA
SIZE: \$6,061,803
DATES: 6/03 – 4/05
DESCRIPTION: CONSTRUCTION OF A NEW 6 MG FILTER EFFLUENT RESERVOIR
OWNER: CITY OF ROSEVILLE
ENGINEER: MWH AMERICAS, INC.
CONTACT: BILL TAPLIN – 925/274-2364
SUPERINTENDENT: GENE GREGORY

7 NAME: CONSTRUCTION OF 1.5MG SUN LAKES CONCRETE RESERVOIR
LOCATION: BANNING, CA
SIZE: \$1,356,429
DATES: 1/03 – 09/03
DESCRIPTION: CONSTRUCT 1.5 MG CONCRETE RESERVOIR WITH PIPING WATER LINE &
APPURTUNANCES
OWNER: CITY OF BANNING
ENGINEER: MONTGOMERY WATSON HARZA
CONTACT: MIKO AIVAZIAN – 626/796-9141
SUPERINTENDENT: JEFF WINTEMUTE

8 NAME: OTAY WATER TREATMENT PLANT – CLEARWELL STORAGE FACILITY
LOCATION: SAN DIEGO, CA
SIZE: \$12,694,781
DATES: 3/03 – 9/05
DESCRIPTION: RELOCATION OF THE INFLUENT PIPING AND METER VALVE, ALTITUDE
VALVE AND PIPING AT THE SAN DIEGO RESERVOIR CONSTRUCTION OF
6.9 MG PRESTRESSED CONCRETE CIRCULAR TANKS
OWNER: CITY OF SAN DIEGO
ENGINEER: PBS & J – MATTHEW THOMAS – 760/753-1120
SUPERINTENDENT: TIM GANGEL

9 NAME: SOUTH CORDELIA ZONE 1 RESERVOIR
LOCATION: FAIRFIELD, CA
SIZE: \$6,572,142
DATES: 5/03 -
DESCRIPTION: CONSTRUCTION OF A 5 MG BURIED RESERVOIR, 3,800 GPM BOOSTER
PUMP STATION WITH PLC CONTROL SYSTEM

OWNER: CITY OF FAIRFIELD
ENGINEER: MONTGOMERY WATSON HARZA – JANET ATKINSON – 916/921-3526
SUPERINTENDENT: RAMONE NOSKA

10 NAME: SAN JUAN RESERVOIR (PN: Z136)
LOCATION: SACRAMENTO, CA
SIZE: \$4,304,570.00
DATES: 9/02 – 4/04
DESCRIPTION: CONSTRUCTION OF A 3 MG, BURIED, WIRE-WRAPPED, PRESTRESSED CONCRETE WATER STORAGE RESERVOIR.
OWNER: CITY OF SACRAMENTO
ENGINEER: CITY OF SACRAMENTO
CONTACT: DAN SHERRY, 916/264-1419
SUPERINTENDENT: GARY HEIM

11 NAME: SEARS POINT PUMP STATION STORAGE FACILITY
LOCATION: VALLEJO, CA
SIZE: \$6,558,958.00
DATES: 7/02 – 7/04
DESCRIPTION: CONSTRUCTION OF THREE MILLION GALLON PRESTRESSED CONCRETE STORAGE FACILITY AND ASSOCIATED IMPROVEMENTS.
OWNER: VALLEJO SANITATION AND FLOOD CONTROL DISTRICT
ENGINEER: TETRA TECH
CONTACT: BIJAN DANESHMAND, 925/283-7700
SUPERINTENDENT: GENE GREGORY

12 NAME: THE CANYONS AT BIGHORN – RESERVOIR #5648
LOCATION: PALM DESERT, CA
SIZE: \$3,025,190.00
DATES: 2/02-3/04
DESCRIPTION: CONSTRUCTION OF 4 MG PRESTRESSED CONCRETE RESERVOIR AND ASSOCIATED PIPELINE
OWNER: BIGHORN DEVELOPMENT, LLC
ENGINEER: TETRA TECH, INC., ROB EISENBEISZ, 949/727-7099
SUPERINTENDENT: JEFF WINTEMUTE

13. NAME: TALEGA ZONE I DOMESTIC RESERVOIR, DOMESTIC PUMP STATION & ZONE II DOMESTIC PUMP STATION
LOCATION: SAN CLEMENTE, CA
SIZE: \$6,879,997.00
DATES: 8/01 – 10/03
DESCRIPTION: DOMESTIC/NONDOMESTIC RESERVOIR, DOMESTIC PUMP STATION
OWNER: SANTA MARGARITA WATER DISTRICT
ENGINEER: TETRA TECH ASL, TOM EPPERSON, 949/727/7099
SUPERINTENDENT: TIM BROWN

14 NAME: WATER STORAGE TANK, CIP NO. 8544
LOCATION: DAVIS, CA
SIZE: \$4,124,518.00
DATES: 7/01 – 5/03
DESCRIPTION: PRESTRESSED 3 MG TANK W/ STORM DRAIN DETENTION BASIN
OWNER: CITY OF DAVIS
ENGINEER: MONTGOMERY WATSON AMERICAS, BILL TAPLIN 925/274-2364
SUPERINTENDENT: GENE GREGORY

- 15 NAME: DUBLIN SAN RAMONE WATER RESERVOIR 10B
LOCATION: DUBLIN, CA
SIZE: \$2,673,546.00
DATES: 06/00 – 02/02
DESCRIPTION: CONSTRUCTION OF PRESTRESSED CONCRETE WATER RESERVOIR.
OWNER: DUBLIN SAN RAMONE SERVICES DISTRICT
ENGINEER: CAROLLO ENGINEERS 805/482-0926
SUPERINTENDENT: RAMONE NOSKA
- 16 NAME: LESLIE LANE RECLAIMED WATER DISTRIBUTION SYSTEM
LOCATION: ESCONDIDO, CA
SIZE: \$2,779,218.00
DATES: 08/00 – 01/02
DESCRIPTION: CONSTRUCTION OF RECLAIMED WATER DISTRIBUTION SYSTEM
OWNER: CITY OF ESCONDIDO 760/839-4304
ENGINEER: MONTGOMERY WATSON 760/745-2181 (STEVEN DAVIS)
SUPERINTENDENT: TIM GANGEL
- 17 NAME: NORTH RESERVOIR PROJECT PHASE II
LOCATION: LAGUNA BEACH, CA
SIZE: \$4,583,902
DATES: 7/99 – 2/01
DESCRIPTION: CONSTRUCTION OF 5.0 MG PRESTRESSED CONCRETE WATER
RESERVOIR & PUMP STATION
OWNER: LAGUNA BEACH COUNTY WATER DISTRICT
ENGINEER: WILLIAM FROST & ASSOCIATES – ROBERT BEIN – 714/472-3505
SUPERINTENDENT: TIM BROWN
- 18 NAME: LAKEWOOD CONCRETE WATER RESERVOIR - PLANT 4
LOCATION: LAKEWOOD, CA
SIZE: \$ 2,314,969.00
DATES: 10/98 – 7/00
DESCRIPTION: CONSTRUCTION OF PRESTRESSED CONCRETE WATER RESERVOIR
OWNER: CITY OF LAKEWOOD
ENGINEER: CITY OF LAKEWOOD, DEPT. OF PUBLIC WORKS
CONTACT: MAX WITHROW - 562/866-9771, EXT 2502
SUPERINTENDENT: JEFF WINTEMUTE
- 19 NAME: 10 MG WATER STORAGE TANK
LOCATION: ROSEVILLE, CALIFORNIA
CONT AMT : \$4,189,547
DATES: 5/98 – 5/00
DESCRIPTION: CONSTRUCTION OF 10 MG PRESTRESSED CONCRETE TANK.
OWNER: CITY OF ROSEVILLE, 916/774-5668
ENGINEER: KENNEDY/JENKS CONSULTANTS, 916/362-3251
SUPERINTENDENT: GARY HEIM
- 20 NAME: TWIN OAKS RESERVOIR-PHASE II, RESERVOIR IMPROVEMENTS
LOCATION: SAN MARCOS, CALIFORNIA
CONT. AMT : \$16,021,934
DATES: 4/98 – 5/00
DESCRIPTION: CONSTRUCTION OF 33 MG CIRCULAR PRESTRESSED TANK, BURIED
OWNER: VALLECITOS WATER DISTRICT, 760/744-0460
ENGINEER: ASL CONSULTING ENGINEERS, 619/673-5505
SUPERINTENDENT: TIM GANGEL, TIM BROWN

- 21 NAME ZONE 3 RESERVOIR & BOOSTER PUMP STATION & ZONE 4 RESERVOIR
LOCATION: YORBA LINDA, CA
SIZE: \$4,947,185
DATE 11/99 – 02/02
DESCRIPTION: CONSTRUCTION OF TWO 1.6 MG BURIED CAST-IN-PLACE CONCRETE
RESERVOIRS AND A BOOSTER PUMP STATION
OWNER: SWEPI
3030 SATURN STREET, SUITE 101
BREA, CA 92821
CONTACT: DOUG WILSON – 714/742-0923
ENGINEER: PARSONS ENGINEERING SCIENCE
CONTACT: RICHARD BENTWOOD – 626/44-6140
SUPERINTENDENT: JEFF WINTEMUTE
- 22 NAME: NORTH RESERVOIR PROJECT PHASE II
LOCATION: LAGUNA BEACH, CA
SIZE: \$4,583,902
DATES: 7/99 – 2/01
DESCRIPTION: CONSTRUCTION OF 5.0 MG PRESTRESSED CONCRETE WATER RESERVOIR
AND PUMP STATION
OWNER: LAGUNA BEACH COUNTY WATER DISTRICT
306 THIRD STREET / P. O. BOX 987
LAGUNA BEACH, CA 92652
CONTACT: JIM NESTER – 949/494-1041
ENGINEER: ROBERT BEIN, WILLIAM FROST & ASSOCIATES
CONTACT: ROBERT BEIN – 714/472-3505
SUPERINTENDENT: TIM BROWN

GENE GREGORY
GATEWAY PACIFIC CONTRACTORS, INC.
8055 Freeport Blvd.
Sacramento, CA 95832
Phone: 916/665-4100

WORK EXPERIENCE

- 2000 - Present **Gateway Pacific Contractors, Inc.**
Sacramento, California
- 2005-Present Project Superintendent
McMurtry Reservoir
Vacaville, CA
\$7,980,100
Owner: City of Vacaville
Description: 5MG Prestressed Concrete Reservoir, Trans-
mission Line, Site work & Irrigation Facilities
- 2003 - 2005 Project Superintendent
Water Treatment Plant Reservoir
Roseville, CA
\$6,061,803
Owner: City of Roseville
Description: Construct 6MG Filter Effluent Reservoir
- 2002 – 2003 Project Superintendent
Sears Point Pump Station Storage Facility
Vallejo, CA
\$6,558,958
Owner: Vallejo Sanitation and Flood Control District
Description: Construction of 3MG prestressed concrete
storage facility and associated improvements
- 2001 - 2002 Project Superintendent
Water Storage Tank
Davis, CA
\$4,124,518
Owner: City of Davis
Description: Prestressd 3 MG tank with new storm drain de-
tention basin
- 2000 - 2001 Project Superintendent
Dublin San Ramone Water Reservoir 10B
Dublin, CA
\$2,673,546
Owner: Dublin San Ramone Services District
Description: Three (3) MG DYK prestessed concrete water
reservoir.

1998 - 2000 **Rutherford and Smith**
Project Superintendent

 Cirby Linda Creek Flood Control – Phase I
Roseville, CA
\$2,500,000

1996 - 1998 **Kuffel Construction**
Carpenter/Cement Finisher

 General Contractor specializing in concrete structures.

 Project Included: Gas Station Remodels

1994 – 1996 **Western Summit Constructors, Inc.**
Carpenter/Cement Finisher

 Miramar Waste Water Plan
Miramar, CA
\$30,000,000

 Elk Grove Waste Water Plant
Elk Grove, CA
\$30,000,000

 Fresno Waste Water Plant
Fresno, CA
\$86,000,000

1991 - 1993 **GSE Construction Co.**
Carpenter/Laborer

 Drinking Water Plant/Remodel
Antioch, CA

 Drinking Water Plant/Pump Station
Fremont, CA

 Susanville Bridge
Susanville, CA

 Livermore VA Hospital – Bridge
Livermore, CA

 Concord Naval Weapons Base – Water Storage Tank
Concord, CA

 Barstow, FT Erwin-Tank Parking Lot
Barstow, CA

**PROFESSIONAL
REFERENCES:**

Steve Koche – Consolidated CM – 916/646-2830
Bijan Daneshmand – Tetra Tech, Inc. – 925/283-7700

**GARY HEIM
GATEWAY PACIFIC CONTRACTORS, INC.
8055 FREEPORT BLVD.
SACRAMENTO, CA. 95832
916/665-4100**

WORK EXPERIENCE

1986 - Present	Project Superintendent Gateway Pacific Contractors, Inc. Sacramento, California
2005- Present	Willows Wastewater Treatment Plant Improvement Willows, CA \$7.8 Million
2004 – 2005	South Cordelia Zone 1 Reservoir Fairfield, CA \$6.5 Million
2002 –2004	San Juan Reservoir Sacramento, CA \$4.3 Million
2001 – 2001	Gray Lodge WA, Water Delivery Structure Phase I Butte County \$420,891.00
2001 – 2001	Silver Legends Unit 1 Drainage Pump Station Sacramento, CA \$349,040.00
2000-2001	Laguna Stonelake Detention Basin Pump Station Elk Grove, California \$2.5 Million
1998-00	10 MG Water Storage Tank and Dual-Purpose Pump Station Roseville, California \$6.8 Million
1997-98	Primary Plant Headworks & Cannery Segregation Modesto, California \$12.5 Million
1995-97	Tank Site 2 – Calf Canyon Reservoirs Creston, California \$8.2 Million
1994-95	Eureka Water Reservoir Reconstruction Eureka, California \$3.5 Million

WORK EXPERIENCE

1993-94	Lindero Pump Station No. 2 Thousand Oaks, California \$1.5 Million
1993	Forrest Frick Pumping Plant Modifications Arvin, California \$650,911
1993	Coalinga Water Treatment Plant Improvements Coalinga, California \$3.3 Million
1992	Crescent City Seafood Processing W.W.T.P. Crescent City, California \$1.4 Million
1991-92	North Fork Water Treatment Plant Expansion North Fork, California \$324,557
1991-92	Coleman National Fish Hatchery Anderson, California \$548,462
1991	Clarifier Construction & Installation Oakhurst, California \$204,128
1989-91	Canal Structure Modifications Lancaster, California \$3.2 Million
1988-89	7.0 MG Reservoir No. 5 Chino, California \$2.3 Million
1987-88	North Fork Water Treatment Plant North Fork, California \$2.2 Million
1986-87	Fairfield Wastewater Treatment Plant Exp. Fairfield, California \$3 Million

DYK INCORPORATED
QUALIFYING EXPERIENCE
CONSTRUCTION/PRESTRESSED CONCRETE TANKS

Size of Tank	Type of Tank	Completion Year	Project Name	Client	Project Manager / Current Employer
8.0 Million Gallon	D110 - Type 1 Water Height: 35' Diameter: 200'	2005	Concrete Reservoir	City of Foster City, Foster City, CA 610 Foster City Blvd. Foster City, CA 94404	Glenn Larson, DYK Incorporated 619-440-8181
16.0 Million Gallon	D110 - Type 1 Water Height: 32.75' Diameter: 320'	2005	Walnut Creek Water Treatment Plant Improvements	East Bay Municipal Utility District & Swinerton Builders & Marelich Mechanical 580 California St., San Francisco, CA 94104 David Green 415-421-2980	Dick Ponce, DYK Incorporated 619-440-8181
35.0 Million Gallon	D110 - Type 1 Water Height: 39.29' Diameter: 406'	2005	Earl Thomas Replacement Reservoir	City of San Diego	Ray Williams, DYK Incorporated 619-440-8181
3.5 Million Gallon	D110 - Type 1 Water Height: 36' Diameter: 132'	2004	Patterson Reservoir	Goleta Water District 4699 Hollister Ave. Goleta, CA 93110 Matt Van der Linden 805-964-6761	Dick Ponce, DYK Incorporated 619-440-8181
4.0 Million Gallon	D110 - Type 1 Water Height: 27' Diameter: 170'	2004	Bryte Bend Water Treatment Expansion	City of W. Sacramento 1350 Hayward Dr. West Sacramento, CA Mike Bessette 916-617-4645	Lee Swanson, DYK Incorporated 619-440-8181
1.6 Million Gallon	D110 - Type 1 Water Height: 25' Diameter: 107'	2004	Concrete Reservoir	Western Pacific Housing 6701 Center Drive West, Suite 900 Los Angeles, CA 90045	Marty Rogers, DYK Incorporated 619-440-8181
2.7 Million Gallon	"TES" Reservoir Height: 44' Diameter: 107'	2003	"TES" Tank Expansion/Chilled Water Pipe Expansion	University of California, Riverside Office of Design & Construction 3615 A Canyon Crest Dr., Riverside, CA 92507 Daniel Johnson 909-787-4201	Ray Williams, DYK Incorporated 619-440-8181
1.0 Million Gallon	D110 - Type 1 Water Height: 36' Diameter: 132'	2003	Concrete Reservoir	Big Sky County Water and Sewer District #363 561 Little Coyote Rd. Big Sky, MT 59716 Ron Edwards	Glenn Larson, DYK Incorporated 619-440-8181
2.0 Million Gallon	D110 - Type 1 Water Height: 21' Diameter: 137'	2003	Fuapuaa Reservoir	County of Hawaii Depart of Water Supply 355 Kekuaanaa St. #20 Hilo, HI 96720 Glenn Aluma 808-961-8050	Marty Rogers, DYK Incorporated 619-440-8181 James Walfish, Walfish & Associates 808-737-0141
4.0 Million Gallon	Chlorine Contact Chamber Height: 32.75' Diameter: 160'	2003	Walnut Creek Water Treatment Plant Improvements	East Bay Municipal Utility District & Swinerton Builders & Marelich Mechanical 580 California St., San Francisco, CA 94104 David Green 415-421-2980	Ray Williams, DYK Incorporated 619-440-8181
4.0 Million Gallon	D110 - Type 1 Water Height: 27' Diameter: 170'	2003	Bryte Bend Water Treatment Expansion	City of W. Sacramento 1350 Hayward Dr. West Sacramento, CA Mike Bessette 916-617-4645	Lee Swanson, DYK Incorporated 619-440-8181

DYK INCORPORATED
QUALIFYING EXPERIENCE
CONSTRUCTION/PRESTRESSED CONCRETE TANKS

Size of Tank	Type of Tank	Completion Year	Project Name	Client	Project Manager / Current Employer
4.0 Million Gallon	D110 - Type 1 Water Height: 26.75' Diameter: 162'	2003	Helena Water System Improvements	City of Helena 316 N. Park Ave. Helena, MT 59623 Robert Peccia 406-447-5000	Lee Swanson, DYK Incorporated 619-440-8181
10.0 Million Gallon	D110 - Type 1 Water Height: 36' Diameter: 220'	2002	Hoover/Greenleaf Reservoir	City of Whittier 13230 E. Penn St. Whittier, CA 90602 Leon Yehuda 562-464-3510	Ray Williams, DYK Incorporated 619-440-8181
4.0 Million Gallon	D110 - Type 1 Water Height: 36' Diameter: 140'	2002	Spanish Springs Reservoir	Sierra Pacific Power Co. 6100 Neil Rd. Reno, NV 89520 Gary Botham 775-834-4474	Marty Rogers, DYK Incorporated 619-440-8181
5.0 Million Gallon	D110 - Type 1 Water Height: 28' Diameter: 185'	2002	Highland Reservoir	City of Rialto 150 S. Palm Ave. Rialto, CA 92376 Richard Mori 949-753-0500	Ray Williams, DYK Incorporated 619-440-8181
1.0 Million Gallon	D110 - Type 1 Water Height: 24' Diameter: 88'	2002	Concrete Reservoir	Asian Development, LLC 900 West Casleton Rd., Suite 125 Castle Rock, CO 80104 Jack Vickers III 303-688-6300	Glenn Larson, DYK Incorporated 619-440-8181
2.0 Million Gallon	D110 - Type 1 Water Height: 31' Diameter: 105'	2001	Leslie Lane Reservoir	City of Escondido 201 North Broadway Escondido, CA 92025 760-839-4304	John Lesnick, DYK Incorporated 619-440-8181
1.14 Million Gallon	D110 - Type 1 Water Height: 47' Diameter: 65'	2001	Wash Water Reservoir	City of San Diego 600 B St., Suite #700 San Diego, CA 92101 Mike Wallace 619-235-1953	Brian Rathbone, DYK Incorporated 619-440-8181
5.0 Million Gallon	D110 - Type 1 Water Height: 31' Diameter: 208'	2001	Semper Clearwell Replacement	City of Westminster 4800 E. 92nd Ave. Westminster, CO 80031 Diane Phillips 303-430-2400 x2178	Glenn Larson, DYK Incorporated 619-440-8181
5.0 Million Gallon	D110 - Type 1 Water Height: 35' Diameter: 213'	2000	Conspiracy Point Reservoir	Del Webb California Corp. Land Development 985 Sun City Lane Lincoln, CA 95648 Mark Carey 916-434-3400	Marty Rogers, DYK Incorporated 619-440-8181
1.14 Million Gallon	D110 - Type 1 Water Height: 47' Diameter: 65'	2000	Water System Improvements	Baiboa Navy Hospital San Diego, CA Andy Ziemniak 858-831-9420	Ray Williams, DYK Incorporated 619-440-8181



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Glenn Larson
Construction Superintendent
BID-SUBMITTAL REQUIRED BY CONTRACTOR
Specification 03314.1.05

Mr. Larson is employed full-time by DYK and has been a Superintendent on the following tank projects:

8.0 MG Fourth Water Storage Tank, Foster City, CA

Owner: City of Foster City
Foster City, CA
Engineer: Brown and Caldwell
Design: DYK Incorporated
Complete: 2005

3.0 MG Thermal Energy Storage Reservoir, USC, CA

Owner: University of Southern California
USC, CA
Engineer: RBF Consulting Engineers
Design: University of Southern California
Complete: 2004

3.5 MG Briargate Reservoir, Colorado Springs, CO

Owner: Colorado Springs Utilities
Colorado Springs, CO
Engineer: URS Engineering
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 2003

1.0 MG Lower Oaks Reservoir, Calabasas, CA

Owner: Las Virgenes Municipal Water District
Calabasas, CA
Engineer: DYK Incorporated
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 2004

1.0 MG Reservoir, Castle Pines, CO

Owner: Aslan Developmant LLC
Castle Pines, CO
Engineer: DYK Incorporated
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 2002



ATTACHMENT "A"
Glenn Larson
Construction Superintendent
BID-SUBMITTAL REQUIRED BY CONTRACTOR
Specification 03314.1.05

5.0 MG Clearwell, Westminster, CO

Owner: City of Westminster
Westminster, CO
Engineer: CDM Engineers & Constructors
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 2001

0.6 MG R-27 Reservoir, Henderson, NV

Owner: Mac Donald Ranch,
Las Vegas, Nevada
Engineer: Mac Donald Ranch, Las Vegas, NV
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 2000

6.0 MG Forebay & Surge Tower Modifications, Las Vegas, NV

Owner: Southern Nevada Water Authority,
Las Vegas, Nevada
Engineer: MW/Hill A Joint Venture, Las Vegas, NV
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 2000

2.1 MG River Mountain Reservoir, Henderson, NV

Owner: Southern Nevada Water Authority,
Las Vegas, NV
Engineer: Southern Nevada Water Authority, Las Vegas, NV
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 1999

2.25 MG R-22 Reservoir, Henderson, NV

Owner: Del Webb Communities Inc.,
Las Vegas, NV
Engineer: Montgomery Watson, Las Vegas, NV
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 1998



ATTACHMENT "A"
Glenn Larson
Construction Superintendent
BID-SUBMITTAL REQUIRED BY CONTRACTOR
Specification 03314.1.05

2.25 MG R-21 Reservoir, Henderson, NV

Owner: Del Webb Communities Inc.,
Las Vegas, NV
Engineer: CH2M Hill, Las Vegas, NV
Design: DYK Incorporated
Tank Contractor: DYK Incorporated
Complete: 1998



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Gary Landmann
Tank Prestressing Superintendent
BID-SUBMITTAL REQUIRED BY CONTRACTOR
Specification 03314.1.05

Mr. Landmann has been employed full-time by DYK and has been a Superintendent on the following tank projects:

1.7 Million Gallon, AWWA D110 Type 1, Northern Dougherty Reservoir, Dublin, CA

Owner: Dublin San Remo Services District
7051 Dublin Blvd.
Dublin, CA 94568
Engineer: Carollo Engineers
Completed: 2004

3.5 Million Gallon, AWWA D110 Type 1, Patterson Reservoir, Goleta, CA

Owner: Goleta Water District
4699 Hollister Ave.
Goleta, CA 93110
Engineer: DYK Incorporated
Completed: 2004-04-16

15.0 Million Gallon, AWWA D110 Type 1, Reservoir, Hillsboro, Oregon

Owner: City of Hillsboro
142 S. E. Mable St.
Hillsboro, OR 97123
Engineer: CH2M Hill
Completed: 2004

2.0 Million Gallon, AWWA D110 Type 1, Reservoir, Medford, Oregon

Owner: Medford Water Commission
200 South Ivy St., Room 177
Medford, OR 97501
Kennewick, WA 99336
Engineer: CH2M Hill
Completed: 2003

2.0 Million Gallon, AWWA D110 Type 1, Reservoir, Chandler, Arizona

Owner: City of Chandler
6300 S. Lindsey Rd.
Chandler, AZ 85249
Engineer: HDR Engineering, Inc.
Completed: 2003

5.6 Million Gallon, AWWA D110 Type 1, Reservoir, Salem, Oregon

Owner: City of Salem
930 Chemawa Rd. N.E.
Salem, OR 97303
Engineer: CH2M Hill
Completed: 2002

3.0 Million Gallon, AWWA D110 Type 1, Reservoir, Sherwood, Oregon

Owner: City of Sherwood
20 N.W. Washington
Sherwood, OR
Engineer: Murray Smith & Associates
Completed: 2002

2.0 Million Gallon, AWWA D110 Type 1, Reservoir, Redmond, Oregon

Owner: City of Redmond
822 S.W. Highland Ave.
Redmond, OR 97756
Engineer: Anderson Engineering & Surveying, Inc.
Completed: 2002

3.2 Million Gallon, AWWA D110 Type 1, Reservoir, Gresham, Oregon

Owner: City of Gresham
1333 N.W. Eastman Parkway
Gresham, OR 97030
Engineer: CH2M Hill
Completed: 2002

3.0 Million Gallon, AWWA D110 Type 1, Reservoir, Dublin, California

Owner: Dublin San Ramon Services District
7051 Dublin Blvd.
Dublin, CA 94568
Engineer: Carillo Engineers
Completed: 2001

10.0 Million Gallon, AWWA D110 Type 1, Reservoir, Gresham, Oregon

Owner: Rockwood Water P.U.D.
19601 N.E. Halsey St.
Portland, OR
Engineer: Tetra Tech/KCM, Inc.
Completed: 2001



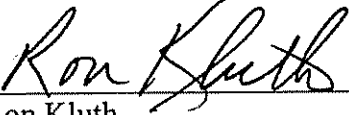
INCORPORATED

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BID SUBMITTAL REQUIRED BY CONTRACTOR
Specification 03314.1.05

Written Statement:

Please accept this written statement as requested by the Project Specification Section 03314.1.05. DYK Incorporated does in fact have six, fully operable strandwrapping and automated shotcrete machines that meet the requirements indicated in the Project Specifications. Please find our brochure titled "Technology for the New Millennium", attached which shows the strandwrapping and automated shotcrete machines that DYK Incorporated uses.



Ron Kluth
Project Coordinator

Date: January 13, 2006