

Contractor's Name: SIERRA NATIONAL CONSTRUCTION, INC  
 (Please print)

CITY OF SACRAMENTO

FILED

SEALED PROPOSAL

JAN 25 2005

(MUST BE SIGNED BY BIDDER)

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 six hundred twenty nine thousand five hundred seventy six & 00/100 (\$ 6,629,576.00)

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>430,000</u>
2	Elkhorn Reservoir and Pump Station, to Construct	1	LS	\$ <u>5,270,000</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>446,000</u>

TOTAL BID: \$ 6,629,576.00

SIERRA NAT'L CONSTRUCTION

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:

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

\_\_\_\_ CERTIFIED CHECK

\_\_\_\_ MONEY ORDER

\_\_\_\_ CASHIERS'S CHECK

X BID BOND

CONTRACTOR

Addendum No. 1   X  

SIERRA NATIONAL CONSTRUCTION, INC

Addendum No. 2 \_\_\_\_\_

By: [Signature]  
(Signature)

Addendum No. 3 \_\_\_\_\_

Title: PRESIDENT

Addendum No. 4 \_\_\_\_\_

Address: 5433 EL CAMINO AVE, SUITE 4  
CARMICHAEL CA 95608

Telephone No. 916-481-6792

(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.

68-0039679

Valid Contractor's License No. 464549, Classification A/B is held by the bidder.

Expiration date 10/31/06 Representations made herein are true and correct under penalty of perjury.

PN: ZJ36

# DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION: NONE

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form		

\*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: SIERRA NATIONAL CONSTRUCTION, INC  
BY: [Signature] PRESIDENT Date: 1/25/06  
Signature Title

Effects of violations: a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.

**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 ESBID 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 one 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: <u>SIERRA NATIONAL</u>		Total Estimated Bid Amount:	DATE:
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE <small>** (subject to verification)</small>	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
<u>ARIZA CONSTRUCTION</u>	<u>EBE</u>	<u>PROJECT MGMT / CONTROL BLDG</u>	<u>250,000</u>
<u>EUK GROVE</u>			
<u>ARC 5275220P 1/31/08</u>			
<u>TRENCH + TRAFFIC SAFETY</u>	<u>EBE</u>	<u>PIPE PRODUCTS, TRAFFIC SAFETY PRODUCTS</u>	<u>500,000</u>
<u>CARMICHAEL</u>			
<u>TRT 522500P 4/30/06</u>			
<u>MASON PAINT - ORANGEVALE</u>	<u>-</u>	<u>PAINTING</u>	<u>35,000</u>
<u>VALLEY PRECISION GRADING SAC</u>	<u>SAC</u>	<u>SITE WORK</u>	<u>\$193,000</u>
<u>SYSTEM 3 - CARMICHAEL</u>	<u>ESBE</u>	<u>ELECTRICAL</u>	<u>\$450,000</u>
<u>NADA PACIFIC - CAULTHERS</u>	<u>-</u>	<u>BOILING</u>	<u>300,000</u>
<u>PRISON - CITRUS HEIGHTS</u>	<u>-</u>	<u>ORIENTAL FENCE</u>	<u>70,000</u>
<u>CLEARWATER - CAMERON AVE</u>	<u>-</u>	<u>LANDSCAPING</u>	<u>35,000</u>
<u>DYK - EL CAJON</u>	<u>-</u>	<u>TANK</u>	<u>1.6 M</u>
<u>STRAIGHT LINE - LANUCHO CAMP.</u>	<u>-</u>	<u>IMPERIUM</u>	<u>90,000</u>
<u>GP ENGINEERING - LAMIS</u>	<u>ESBE</u>	<u>PUMPS</u>	<u>200,000</u>

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

FREE ALLOCATION 15



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-6240  
FAX: 916-808-6747

January 24, 2006

G3 ENGINEERING  
P.O. BOX 408  
LOOMIS CA 95650

Subject: Emerging and Small Business Enterprise Certification --80-day provisional

**Congratulations!** The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for provisional certification under the Emerging and Small Business Development Program (ESBD). This provisional certification is valid until March 31, 2006.

Effective this day, your firm has been provisionally certified as a(n) Small Business Enterprise. The provisional certification status granted to your firm is based on a review of information reflected in your firm's file. If additional information has been requested under separate correspondence, it needs to be received in our office prior to the provisional certification expiration date. City OSBD will review your entire file, and make a final determination regarding your firm's certification status by March 31, 2006.

Your vendor code number is GEN5025000P. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to respond to City of Sacramento OSBD requests.

Keep this letter as proof of Provisional certification. Thank you for joining the City of Sacramento ESBD Program family. If you have any questions about your certification, call (916) 808-6747.

Sincerely,

Trevor Walton  
Program Specialist

**BizNet Profile: ARIZA CONSTRUCTION**

<b>Registration/NbR:</b> ARC527522OP <b>Prime SIC:</b> 1510 <b>Prime NIGP:</b> 00A00
<b>Name:</b> ARIZA CONSTRUCTION
<b>Business Description:</b> GENERAL CONTRACTOR, HOME CONSTRUCTION
<b>Street:</b> 9158 NAXOS WAY
<b>City:</b> ELK GROVE <b>State:</b> CA <b>Zip:</b> 95758
<b>Phone:</b> (916) 429-2627 <b>Fax:</b> (916) 429-2627
<b>E-mail:</b> <a href="mailto:marcAriza@aol.com">marcAriza@aol.com</a>
<b>Work Location:</b>
<b>County:</b>
<b>Contact:</b> MARC ARIZA
<b>Ethnic Group:</b> Hispanic
<b>Gender:</b> Male
<b>Certificaton Status:</b>
<b>Sacramento Certification:</b> ESB <b>State Certification:</b> OBE <b>DBE Certification:</b> MBE
<b>Sacramento Cert. Expires:</b> 1/31/08 <b>California Cert. Expires:</b> <b>DBE Cert. Expires:</b>
<b>Additional SIC and NIGP:</b>
<b>2nd SIC:</b> 0A00 <b>3rd SIC:</b> 0B00 <b>4th SIC:</b> <b>5th SIC:</b> <b>6th SIC:</b> <b>7th SIC:</b> <b>8th SIC:</b>
<b>2nd NIGP:</b> 00A00 <b>3rd NIGP:</b> 00B00 <b>4th NIGP:</b> <b>5th NIGP:</b> <b>6th NIGP:</b> <b>7th NIGP:</b> <b>8th NIGP:</b>

**NOTE:**

OBE stands for Other Business Enterprise indicating that the firm is not certified.

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5280

DEPARTMENT OF  
FINANCE  
  
OFFICE OF SMALL  
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

921 TENTH STREET  
ROOM 402  
SACRAMENTO, CA  
95814-2714

PH 916-264-6747  
FAX 916-264-6765

April 8, 2003

TRENCH & TRAFFIC SUPPLY  
P.O. BOX 2894  
CARMICHAEL CA 95609

**Subject: Emerging and Small Business Enterprise Certification**

**Congratulations!** The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for certification under the **Emerging and Small Business Development (ESBD) Program**.

Effective this day, your firm has been certified as an **Emerging Business Enterprise**. This certificate will expire **April 30, 2006**. It is your responsibility to notify this office, within thirty (30) days, of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number **TRT5225000P**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

**Keep this letter as proof of ESBP certification.** Thank you for joining the City of Sacramento ESBP Program family. If you have any questions about your certification, call (916) 264-6747.

Sincerely,

Ralph E. Clouse  
Program Analyst

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**BizNet Profile: CENTRAL SIERRA ELECTRIC CO INC**


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<b>Registration/NbR:</b> CES5375A30P <b>Prime SIC:</b> 0C10 <b>Prime NIGP:</b> 00C10
<b>Name:</b> CENTRAL SIERRA ELECTRIC CO INC
<b>Business Description:</b> ELECTRICAL CONTRACTOR-COMMERCIAL AND INDUSTRIAL
<b>Street:</b> P.O. BOX 698
<b>City:</b> JACKSON <b>State:</b> CA <b>Zip:</b> 95642
<b>Phone:</b> (209) 223-3363 <b>Fax:</b> (209) 223-3391
<b>E-mail:</b> <a href="mailto:centralsierr@cdepot.net">centralsierr@cdepot.net</a>
<b>Work Location:</b>
<b>County:</b>
<b>Contact:</b> SUSAN FRANKLIN
<b>Ethnic Group:</b> Caucasian
<b>Gender:</b> Female
<b>Certificaton Status:</b>
<b>Sacramento Certification:</b> SBE <b>State Certification:</b> SBE <b>DBE Certification:</b> WBE
<b>Sacramento Cert. Expires:</b> 1/31/07 <b>California Cert. Expires:</b> 1/31/07 <b>DBE Cert. Expires:</b> 10/1/00
<b>Additional SIC and NIGP:</b>
<b>2nd SIC:</b> 1731 <b>3rd SIC:</b> <b>4th SIC:</b> <b>5th SIC:</b> <b>6th SIC:</b> <b>7th SIC:</b> <b>8th SIC:</b>
<b>2nd NIGP:</b> <b>3rd NIGP:</b> <b>4th NIGP:</b> <b>5th NIGP:</b> <b>6th NIGP:</b> <b>7th NIGP:</b> <b>8th NIGP:</b>

**NOTE:**

OBE stands for Other Business Enterprise indicating that the firm is not certified.

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DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 J STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-6240  
FAX: 916-808-6747

January 24, 2006

RB FAB INC  
P O BOX 1586  
SUISUN CITY CA 94585

**Subject: Emerging and Small Business Enterprise Certification**

**Congratulations!** The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for certification under the **Emerging and Small Business Development Program (ESBD)**.

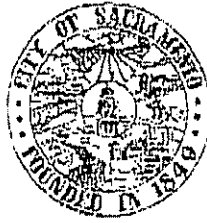
Effective this day your firm has been certified as a **Small Business Enterprise**. This certificate will expire **January 31, 2009**. It is your responsibility to notify this office within thirty (30) days of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number is **RBF5025000P**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

**Keep this letter as proof of ESBD certification.** Thank you for joining the City of Sacramento ESBD Program family. If you have any questions about your certification, please call our new number **(916) 808-6747**.

Sincerely,

Charlotte A. Broussard  
Program Analyst



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 - I STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-6240  
FAX: 916-808-6747

June 8, 2005

SYSTEM 3, INC  
8830 FAIR OAKS BLVD  
CARMICHAEL CA 95608

**Subject: Emerging and Small Business Enterprise Certification**

Congratulations! The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for certification under the **Emerging and Small Business Development Program (ESBD)**.

Effective this day, your firm has been certified as a **Small Business Enterprise**. This certificate will expire **May 31, 2008**. It is your responsibility to notify this office, within thirty (30) days, of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number is **SYS5000000P**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

Keep this letter as proof of **ESBD certification**. Thank you for joining the City of Sacramento **ESBD** Program family. If you have any questions about your certification, please call our new number (916) 808-6747.

Sincerely,

Luane Roina  
Program Analyst

## 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:

464549

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?

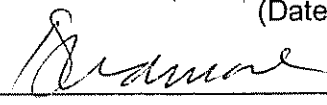
**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

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 CARMICHAEL CA on 1/25/06  
(Location) (Date)

Signature: 

Print Name: KIP SKIDMORE

Title: PRESIDENT

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

SIERRA NATIONAL CONSTRUCTION, INC  
Name of Contractor

5433 EL CAMINO AVE, SUITE 4 CARMICHAEL CA 95208  
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

1/25/06  
Date

KIP SKIDMORE  
Print Name

PRESIDENT  
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

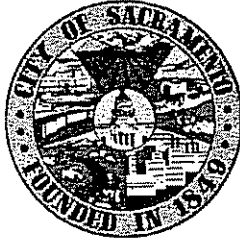
(Employee Benefits does not include benefits that may be preempted by federal or state law.)

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.





**BID SUBMITTAL:** DYK Incorporated specifically states that it can meet the following requirements **WHICH MUST BE SUBMITTED WITH THE CONTRACTORS BID** as specified in Specification Section Number 03314.1.05.

1. The name(s) of the proposed qualified superintendent who will be in direct charge of the tank construction for the full duration of the Contract. (See Attachment "A")
2. A list of at least two reservoir jobs successfully completed by each of the superintendents listed by the Tank Contractor, which shall include a tank description, the name and address of the Owner and the Consultant, and the approximate completion date of each tank while directly employed by the Tank Contractor. (See Attachment "A")
3. The name and address of the Tank Contractor, if different than the Contractor, and a list of at least five circumferentially strandwrapped prestressed concrete tanks, similar in design to the tank specified herein, successfully completed by the Tank Contractor during the last ten years. (See Attachment "B")
4. The name and address of the Tank Prestressor, if different than the Tank Contractor or the Contractor, and the name and location of ten structures on which the proposed qualifying strandwrapping prestressing system, meeting the substance of these Specifications requirements, has been used during the last 5 years. (See Attachment "B")
5. A list of at least two reservoir jobs successfully completed by each of the superintendents listed by the Tank Prestressor, which shall include a tank description, the name and address of the Owner and the Consultant, and the approximate completion date of each tank while directly employed by the Tank Prestressor. The listed Tank Prestressing Superintendent and/or Operator shall be a certified shotcrete nozzleman in accordance with ACI 506 (See Attachment "C")
6. Descriptive literature of the wrapping, the vertical prestressing, and the shotcrete machinery meeting all of these Specification requirements. Include in such data photographs or prints of the means of recording of both the circumferential and vertical prestressing applications and copies of actual photographs, print-outs or other records of applied wrapping forces (as well as force-elongation diagrams if available) taken from jobs in which the machinery has been used. (See Attachment "C")
7. A written statement from the Tank Prestressor indicating that the Prestressor has a minimum of two operable strandwrapping and automated shotcrete machines meeting these specifications. (See Attachment "D")

**B. SPECIFIC SERVICES TO BE FURNISHED BY CONTRACTOR ADDRESSED:**

The following services shall be provided by Contractor Addressed at no charge to DYK:

1. **Excavation & Compaction:**

Furnish suitable (to DYK) tank site, subgrade and aggregate base course, which shall be finished to +0" and -1/2" of required grade. Finished grade shall be considered to be at the underside of the concrete floor at the same slope that DYK will use for the floor (2% down from the center of the tank). A minimum clearance of 10 feet beyond the tank outside wall radius shall be provided entirely around the tank circumference from the bottom of the mat slab upward. In total, a clear unobstructed area of 151.667' in diameter shall be provided for the construction of the 3.0 MG Reservoir, unless a larger area is shown on the Owner's Drawings.



Such work shall include all clearing, grubbing, stripping, and stockpiling of top soils, excavation, rough grading, rock removal, **dewatering**, subgrade scarification/re-compaction, 24" Class II aggregate base, drains, etc., as required. Contractor Addressed shall also provide a level work/staging and storage area at the tank subgrade large enough for DYK to fabricate wall panels, store prestressing steel, shotcrete materials, and wrapping & shotcrete machinery required for the tank. The minimum dimensions of these areas shall be 100' by 75'. Alternately, two separate areas, each 75' by 50', may also be provided.

Tank subgrade shall be compacted to no less than 95% minimum density (ASTM D1557) and in strict conformance to the Owner's Specifications. Also included shall be any necessary dewatering and erosion control required. Slopes of embankments shall not be steeper than approved by OSHA. Contractor Addressed shall remove slides occurring during construction immediately upon notice from DYK. Contractor Addressed shall assume complete responsibility and liability for any and all damages to either tank and/or subgrade caused by any slide activity, whether it be localized or not. DYK shall be notified of any subgrade inefficiencies discovered. Contractor Addressed shall be responsible for engaging and coordinating all soils testing. Contractor Addressed shall make all soil tests available to DYK prior to DYK's move-in. Construction on either site provided does not constitute an acceptance thereof.

2. **Access Road, Traffic Control, and Parking:**

Contractor Addressed shall install and maintain an all weather access road from the City streets down to the tank subgrade staging areas. Such roads shall be suitable for DYK to drive its material trucks and 53' trailers up and down and positioned to allow access to the tank site. Contractor Addressed shall provide traffic control plan and flagmen required for DYK's material and equipment deliveries. Adequate parking spaces shall be provided for DYK's construction personnel.

3. **Wall & Roof Coatings:**

Contractor Addressed shall furnish and install all coatings required on the exterior concrete roofs, exterior shotcrete walls, and interior surfaces. Contractor Addressed shall perform any required preparation of surfaces.

4. **Backfill & Landscaping:**

Contractor Addressed shall furnish and install all required backfill. Such backfill shall be installed while the tank is full of water. **There shall not be any heavy equipment allowed next to the tank structures and all backfill within three (3) feet of the tank shall be hand-compacted. All backfill within 12' of the tank shall be performed utilizing lightweight equipment (15,600lbs maximum).** Contractor Addressed shall perform any paving, site work and landscaping that may be required within ten feet of the tank upon completion of DYK's operations.

5. **Pipe Supports, Piping, and Telemetry:**

Contractor Addressed shall trench, install, and pour the required concrete encasements with waterstop under the tank floors. Any embedments in the roofs shall be provided and installed by Contractor Addressed for DYK to incorporate in the concrete pours. Contractor Addressed shall be responsible for the furnishing and installation of all piping outside the tank, under the tank and inside the tank including, bolts, supports, valve stem extensions, valve stem extension sleeves, etc. Contractor Addressed shall properly coordinate the furnishing and installation of those pipes, which are to be installed in the pipeblocks, inside the tank and outside the tank in accordance with DYK's construction schedule.

Contractor Addressed shall be responsible for the furnishing and installation of all sensor lines, electrical installations, telemetry, roof spools, etc. that may be required. Any concrete embedments shall be furnished and installed by Contractor Addressed.



6. **Appurtenances:**  
Contractor Addressed shall furnish and install all appurtenances and other miscellaneous items not specifically listed in DYK's scope of work.
  
7. **Water:**  
During the tank construction, Contractor Addressed shall provide within 25' of the tank (at no charge to DYK) potable water for the tank construction and curing or, alternatively, keep DYK's on-site water reservoir filled at all times. Within 3 days after completion of DYK's construction operations, Contractor Addressed shall furnish (at no charge to DYK), sufficient water to fill and test the 3.0 MG Reservoir. Contractor Addressed shall be responsible for filling the tank with water. Water shall be furnished under sufficient volume and pressure to fill the tank in a one week time period. If the water (i.e. chlorinated or non-chlorinated) needs to be dechlorinated and disposed of, such costs shall be paid by the Contractor Addressed. Any and all expenses, including any Owner's assessed liquidated damages, incurred by DYK or Contractor Addressed resulting from more than one weeks time to fill the tank shall be paid for by Contractor Addressed. Temporary piping and backflow preventer shall be provided, installed, and removed if necessary to fill the tank.  
  
In addition, Contractor Addressed shall provide, install, and remove plugs for all pipe spools and pipes, if necessary, to allow the tank to be filled. Contractor Addressed shall be responsible for bacteriological testing upon completion of tank disinfection.
  
8. **Shotcrete:**  
All shotcrete rebound from DYK's operations shall be deposited beyond the edge of the tank wall footing. Removal of the shotcrete rebound (if required) beyond this location shall be by Contractor Addressed.
  
9. **Permits:**  
Contractor Addressed shall procure and pay for all building permits, licenses other than contractors and business, and inspections required by any governmental and City authority for any part of the work under this Agreement and shall furnish any bonds or security of deposits required by such authority to permit performance of the work.
  
10. **Survey, Staking, and Testing:**  
Unless otherwise allowed for in this proposal, Contractor Addressed shall provide and pay for all required surveying; (benchmark of elevation, center point and north reference point) for the tank, construction staking, soils testing, shotcrete and concrete testing (including sand and aggregate). DYK shall be responsible for any preconstruction testing required for approval of shotcrete and concrete mix designs and for any retesting during the project due to a failure on our part to achieve required results. Contractor Addressed shall provide and pay for all inspections including overtime inspections.
  
11. **Shop Drawings:**  
Contractor Addressed, shall furnish DYK copies of shop drawings of any items to be cast in or around the floors, wall-footings, walls and roofs (before proceeding with the installation of such items) for DYK to review and approve in order that DYK may be assured that there will be no interferences with the operation of DYK's machinery or forming.
  
12. **Safety and Security Fencing:**  
Contractor Addressed shall furnish any safety fencing that may be required by DYK, OSHA, and/or the Owner, around the excavated site. Contractor Addressed shall be responsible for site security, including security guards. Contractor Addressed shall be responsible for the security and well being of DYK's equipment, tools, and materials stored at the project site and shall reimburse DYK all direct costs associated for damage or loss of equipment, tools, and materials as a result of vandalism or theft.



13. **Temporary Sanitation:**

Contractor Addressed shall provide and maintain temporary sanitation i.e. (toilets, hand wash stations, etc.) for DYK's employees.

14. **Storm Water Pollution Prevention:**

Contractor Addressed shall prepare and administer the storm water pollution prevention measures as required by the project specification.

C. **PAYMENT CONDITIONS FOR MATERIALS FURNISHED AND WORK DONE:**

1. **Progress Payments** shall be made monthly and in accordance with DYK's Progress Payment Schedule and reach DYK by the tenth (10<sup>th</sup>) of the month for materials furnished and/or work completed in the previous month. Contractor Addressed shall withhold no greater than 5% retention and, if less, will not withhold retention any greater than the percentage withheld by the Owner on DYK's portion of the General Contract. Alternately, Contractor Addressed shall assist DYK in establishing a "substitute security" account with the Owner as substitution for retention.
2. **Final Payment** in full shall reach DYK within thirty-five (35) days from the date that DYK has physically completed its work under this Agreement. Contractor Addressed shall obtain the Owner's representative verbal or written approval of DYK's work before DYK leaves the site, in order to satisfy and insure itself that the work has been done to everyone's satisfaction. No final payment shall be delayed because of delays in water testing. Payment in full shall not relieve DYK from correcting faulty materials and workmanship within the specified Guarantee Period (one year).
3. **Payment:** All payments made by Contractor Addressed pursuant to this contract shall be made to DYK Incorporated at P.O. Box 696, El Cajon, California 92022 and to no other party, Contractor or supply house, unless specifically directed by DYK in writing. All such payments shall be received by DYK by the tenth (10<sup>th</sup>) day of the month immediately following the work period for which billing was made.
4. **Discount:** If all PROGRESS PAYMENTS and FINAL PAYMENT have been made to DYK in strict conformance with the above requirements, Contractor Addressed may deduct \$ to be determined from its final payment to DYK.
5. **Interest:** Overdue payments shall bear interest of 0.05% per calendar day (18.25% per annum) on all overdue amounts, in dispute or otherwise, until paid.
6. **Back Charges:** Except as provided for under Par. F, there shall be no back charge of any sort by either party unless and until an authorized representative of each party has agreed to in writing the reason for and the extent of such back charge prior to such services being rendered by or for one of the parties under this Agreement.
7. **Performance/Payment Bonds:** If Contractor Addressed desires DYK to furnish a performance/payment bond the charge for such bonds shall be paid directly to DYK's bonding agent by Contractor Addressed or may be paid directly to DYK at the rate of 1.5% of DYK's subcontract amount.
8. **Substitution of Securities:** Contractor Addressed shall assist DYK in setting up an escrow account for substitution of securities in lieu of retention. Interest from this escrow account shall be payable to DYK Incorporated.



**D. STANDBY TIME, DELAYS, AND CONSTRUCTION TIME:**

In the event that the Contractor Addressed has not completed the services it is to provide under this Agreement by the date that DYK has been requested to start work by Contractor Addressed or if the tank is filled in more than one weeks time, resulting in standby time for DYK's personnel, the cost for such standby will be charged for each day that DYK's key personnel are required to wait. It is further agreed that DYK shall be permitted to prosecute its work without delay or interruptions. If delayed, DYK reserves the right to seek reimbursement or compensation from the party causing the delay. DYK will assist Contractor Addressed in formulating a construction schedule.

It is anticipated that DYK will construct the 3.0 MG Reservoir complete within XXX workdays after our move-in. This time schedule does not make any allowances for delays due to services Contractor Addressed has not provided or for bad weather and other unforeseeable conditions.

**E. BUILDERS RISK:**

DYK Incorporated shall be named as additional insured on the Contractor Addressed "Builder's Risk" insurance policy to the Owner, unless DYK is reimbursed for acquiring its own policy. If Contractor Addressed includes DYK as additional insured on Contractor Addressed's policy, all applicable deductibles shall be paid for by Contractor Addressed.

**F. DISPUTES:**

In the event that a dispute has to be settled by the Courts or through Arbitration, the losing party shall pay all attorney, court and arbitration expenses incurred by the prevailing party, within 10 calendar days from each date of settlement, or within 10 calendar days from date of each invoice. Payments shall not be withheld should the verdict be appealed.

**G. VALUE ENGINEERING:**

If any value engineering between the Contractor Addressed and the owner is to take place DYK will be fully compensated and receive the full value engineering payment made to the Contractor Addressed from the owner for DYK's portion of the work. This would include those portions outlined in this proposal (Concrete floors, Wall footings, Walls, Columns, Roofs, Seismic Cables, Threadbars, Abrasive Blasting, Prestressing, and Shotcrete.). Any other credits as to the value engineering will go to the Contractor Addressed.

**H. COMPLETE AGREEMENT:**

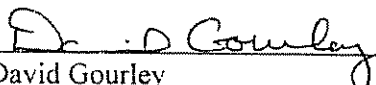
This document contains all covenant, stipulations, and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.



**I. ACCEPTANCE:**

Since it is imperative to DYK that it is able to place its material orders (such as for prestressing material) before price escalations occur, this proposal is hereby offered for acceptance for a period of up to fifteen (15) days after Contractor Addressed has received its Contract Award from the Owner. DYK reserves the right, after this period, to amend its bid and to reflect any changing construction schedules and material and labor rate changes. The return to DYK of an accepted, endorsed copy of this proposal, within the above referenced time period, will constitute a contract between DYK and Contractor Addressed. **This proposal shall be made a part of any subcontract agreement or purchase order.** In the event of a dispute or discrepancy between this proposal and Contractor Addressed's subcontract agreement/purchase order, this proposal shall govern. DYK reserves the right to negotiate or reject any or all terms of any subcontract agreement or purchase order utilized by the Contractor Addressed and DYK will only agree to a Type III indemnity clause.

**DYK Incorporated**

  
\_\_\_\_\_  
David Gourley  
Vice President Construction

Date: 01/12/06

**Accepted this proposal**

\_\_\_\_\_  
Signature of authorized person

\_\_\_\_\_  
Title

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



**INCORPORATED**

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PHONE: (619) 440-8181 • FAX: (619) 440-8653 • WEB: WWW.DYK.COM • EMAIL: DYKINC@DYK.COM

**ATTACHMENT "A"**

**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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**ATTACHMENT "A"**

**Ray Williams**

**Construction Superintendent**

**BID-SUBMITTAL REQUIRED BY CONTRACTOR**

**Specification 03314.1.05**

Mr. Williams is employed full-time by DYK and has worked as a Project Superintendent on the following tank projects.

**35.0 MG Earl Thomas Reservoir**

Owner: City of San Diego  
600 B St., Suite 700  
San Diego, CA 92101  
Engineer: City of San Diego  
Design: DYK Incorporated  
Complete: 2005

**1.5 MG Reservoir**

Owner: Town of Oro Valley  
11000 N. La Canada Dr.  
Oro Valley, AZ 85737  
Engineer: CH2M Hill  
Design: DYK Incorporated  
Complete: 2004

**4.0 MG Chlorine Contact Chamber**

Owner: East Bay Municipal Utility District  
2800 Cottage Way  
Sacramento, CA 95825  
Engineer: East Bay Municipal Utility District  
Design: DYK Incorporated  
Complete: 2003

**10.0 MG Hoover Greenleaf Reservoir**

Owner: City of Whitter  
13230 E. Penn St.  
Whitter, CA 90602  
Engineer: DYK Incorporated  
Design: DYK Incorporated  
Complete: 2002

**5.0 MG Highland Reservoir**

Owner: City of Rialto,  
150 S. Palm Ave  
Rialto, CA 92376  
Design: DYK Incorporated  
Complete: 2001

**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 Halyard Dr. West Sacramento, CA Mike Bessette 916-617-6645	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	Puapua Reservoir	County of Hawaii Depart of Water Supply 355 Kekuanoa St. #20 Hilo, HI 96720 Glen Aluna 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 Halyard Dr. West Sacramento, CA Mike Bessette 916-617-6645	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 Bonham 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 949-753-0300	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 Castleton 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	Balfour Navy Hospital San Diego, CA Andy Ziemniak 858-831-9420	Ray Williams, DYK Incorporated 619-440-8181



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**ATTACHMENT "C"**  
**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



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## ATTACHMENT "D"

### 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.



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Ron Kluth  
Project Coordinator

Date: January 13, 2006