

Contractor's Name: McGuire and Hester  
(Please print)

FILED

NOV - 2 2005

CITY OF SACRAMENTO  
SEALED PROPOSAL  
(MUST BE SIGNED BY BIDDER)

By The  
Office of The City Clerk

McGUIRE and HESTER

The Sealed Proposal will be received not later than Wednesday, November 2, 2005, 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 November 2, 2005 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

H STREET WATER TRANSMISSION MAIN REPLACEMENT - 11TH TO 19TH STREET  
(ZJ86)

in the City and County of Sacramento, California.

TOTAL BID: Two million four hundred ninety one thousand (with handwritten note: *Eight hundred EIGHTY ONE*) (\$ 2,491,881 -)  
*million*  
*MEH*

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 | Unit Price | Total        |
|----------|---|--------------------|------|------------|--------------|
| 1        | Mobilization  | 1                  | LS   | \$ 83500   | \$ 83500     |
| 2        | 36-Inch Diameter Water Transmission Main to Furnish and Install, 36-Inch Diameter Riveted Steel Water Transmission Main to Remove | 3365               | LF   | \$ 463     | \$ 1,557,995 |
| 3        | 36-Inch Diameter Water Transmission Main, to Furnish and Install within Pipe Casing   | 45                 | LF   | \$ 365     | \$ 16,425    |
| 4        | 20-Inch Diameter Water Transmission Main to Furnish and Install   | 15                 | LF   | \$ 440     | \$ 6,600     |
| 5        | 24-Inch Diameter Water Transmission Main to Furnish and Install   | 6                  | LF   | \$ 530     | \$ 3,180     |
| 6        | 8-Inch Diameter Water Main to Furnish and Install   | 105                | LF   | \$ 240     | \$ 25,200    |
| 7        | 12-Inch Diameter Water Main to Furnish and Install  | 340                | LF   | \$ 250     | \$ 85,000    |
| 8        | 16-Inch Diameter Water Main to Furnish and Install  | 75                 | LF   | \$ 410     | \$ 30,750    |
| 9        | Connection to Existing Water System   | 12                 | EA   | \$ 5100    | \$ 61,200    |
| 10       | 8-Inch Diameter Gate Valve to Furnish and Install   | 8                  | EA   | \$ 1900    | \$ 15,200    |

|    |  |      |     |                                |  |
|----|--|------|-----|--------------------------------|--|
| 11 | 12-Inch Diameter Gate Valve to Furnish and Install               | 4    | EA  | \$ 3300-                       | \$ 13200-  |
| 12 | 16-Inch Diameter Butterfly Valve to Furnish and Install          | 1    | EA  | <del>\$ 5700</del><br>\$ 5700- | <del>\$ 5700</del><br>\$ 5700-   |
| 13 | 24-Inch Diameter Butterfly Valve to Furnish and Install          | 1    | Ea  | \$ 10500-                      | \$ 10500-  |
| 14 | 36-Inch Diameter Butterfly Valve to Furnish and Install          | 4    | EA  | \$ 26500-                      | \$ 106000-   |
| 15 | 6-Inch Blow-Off to Furnish and Install                           | 4    | EA  | \$ 6200-                       | \$ 24800-  |
| 16 | 2-Inch Air Vacuum and Release Valve to Furnish and Install       | 4    | EA  | \$ 5500-                       | \$ 22000-  |
| 17 | Tunneling and/or Boring and Jacking 48-Inch Diameter Pipe Casing | 38   | LF  | \$ 3400-                       | \$ 129200-   |
| 18 | Potholes   | 12   | EA  | \$ 700-                        | <del>\$ 8400</del><br>\$ 8400-   |
| 19 | Access Manhole to Furnish and Install                            | 2    | EA  | \$ 8000-                       | \$ 16000-  |
| 20 | Standard Fire Hydrant to Furnish and Install                     | 8    | EA  | \$ 4000-                       | \$ 32000-  |
| 21 | Existing Fire Hydrant to Remove                                  | 6    | EA  | \$ 1400-                       | \$ 8400-   |
| 22 | Existing Valves, to Remove or Abandon                            | 10   | EA  | \$ 4200-                       | \$ 42000-  |
| 23 | Corrosion Monitoring System to Furnish and Install               | 1    | LS  | \$ 23000-                      | \$ 23000-  |
| 24 | Construction Photographs to Provide                              | 1    | LS  | \$ 300-                        | \$ 300-  |
| 25 | Water Quality to Provide   | 1    | LS  | \$ 5400-                       | \$ 5400-   |
| 26 | Traffic Control to Provide                                       | 1    | LS  | \$ 40000                       | \$ 40000-  |
| 27 | Miscellaneous Asphaltic Concrete to Place                        | 850  | SF  | \$ 8-                          | \$ 6800 <sup>14</sup> 6800<br><del>\$ 6800</del><br>\$ 6800 <sup>MRH</sup> |
| 28 | Trench Sheet piling, Shoring and Bracing to Furnish and Install  | 1    | LS  | \$ 15000-                      | \$ 15000-  |
| 29 | Unsuitable Material to Remove and Replace                        | 1000 | TON | \$ 30-                         | \$ 30,000  |
| 30 | 8-Inch Diameter Drain Lead to Install                            | 190  | LF  | \$ 198-                        | \$ 37620-  |
| 31 | Place Gutter Drain No. 22  | 4    | EA  | \$ 2100-                       | \$ 8400-   |
| 32 | Manhole to Rehabilitate  | 1    | EA  | \$ 10400-                      | \$ 10400-  |
| 33 | Traffic Loop Modifications                                       | 5    | EA  | \$ 475-                        | \$ 2375-   |
| 34 | Replace Survey Monument  | 1    | EA  | \$ 1300-                       | \$ 1300-   |

TOTAL BID: \$ \_\_\_\_\_  
(to be forwarded to page #1)

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McGUIRE AND HESTER

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 one hundred seventy-five (175) 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 four hundred dollars (\$400.00) 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% not less than ten (10) percent of amount bid.

       CERTIFIED CHECK

       MONEY ORDER

       CASHIER'S CHECK

  X   BID BOND

DATE OPENED 11/2/05  
 EMPLOYEE INITIALS mm  
 MARK ONE BOX FOR EACH ITEM ONLY

**BID SECURITY**

NONE REQUIRED  
 PROPERLY SIGNED

**BID DEPOSIT TYPE**

BID BOND  
 CASH BANK CASHIER'S CHECK  
 CERTIFIED CHECK  
 MONEY ORDER  
 OTHER BANK MONEY ORDER

**PERCENTAGE OF BID**

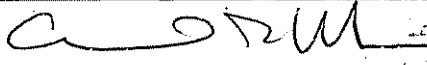
5%  
 10%  
 15%  
 20%

CONTRACTOR

Addendum No. 1 10-26-05

McGuire and Hester

Addendum No. 2                     

By: 

(Signature)

Addendum No. 3                     

Title: Michael R, Hester, President

Addendum No. 4                     

Address: 9009 Railroad Avenue

Oakland, CA 94603

Telephone No. (510) 632-7676

(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

94-1074934

Valid Contractor's License No. 95879, Classification A, B, C21, is held by the bidder.  
C31, HAZ

Expiration date 11-30-07. Representations made herein are true and correct under penalty of perjury.

PN: ZJ86

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# 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: N/A

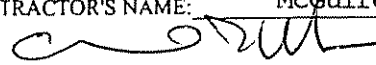
| Date  | Violation Type | Place of Occurrence |
|---|----------------|---------------------|
| If additional space is required use back of this form |                |                     |

\*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: McGuire and Hester

BY:  President Date: 11-2-05

Signature Title

Michael R. Hester

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  
FM 681 7/10/90

McGUIRE AND HESTER

## 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:

A, B, C21, C31, HAZ 11-30-07

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 N/A

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?

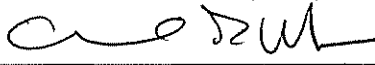
**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

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 Oakland, CA on 11-2-05  
(Location) (Date)

Signature: 

Print Name: McGuire and Hester  
Michael R. Hester

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**

McGuire and Hester

Name of Contractor

9009 Railroad Avenue, Oakland, CA 94603

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

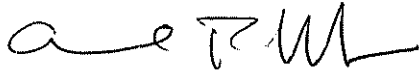
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties 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.



11-2-05

\_\_\_\_\_  
Signature of Authorized Representative  
McGuire and Hester

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael R. Hester  
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 . . .

- 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 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.**

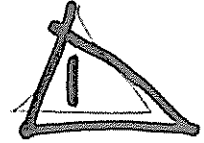
If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance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

#### **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.



405152



DEPARTMENT OF UTILITIES  
ENGINEERING SERVICES

CITY OF SACRAMENTO  
CALIFORNIA

1391- 35<sup>TH</sup> AVENUE  
SACRAMENTO, CA 95822

916-808-1400  
FAX 916-808-1497 or 1498

H STREET WATER TRANSMISSION MAIN REPLACEMENT - 11TH TO 19TH STREETS  
PN: ZJ86

October 26, 2005

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

- (a) By acknowledging receipt on the sealed proposal in the space provided.
- (b) By separate letter or telegram which includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the office of the City Clerk, 730 I Street, Room 211, Sacramento CA 95814, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the Project Name and the Addendum Number and is received prior to the hour and date specified for bid opening.

For any questions related to this addendum, contact the Project Manager, Michelle Carrey at (916)808-1438.

Sincerely,

Dan Sherry, Supervising Engineer

addendum  
Enclosure

cc: Distribution List  
Planholders

10/27/05  
 for Clerk's Office Approval Date

H STREET WATER TRANSMISSION MAIN REPLACEMENT - 11<sup>TH</sup> TO 19<sup>TH</sup> STREET  
(PN: ZJ86)

Addendum #1

October 26, 2005

1. **Special Provisions, Section 1 - General Construction Requirements,**

Add the following to Section 1:

**1.19 Holiday Season Moratorium**

Construction shall not commence on H Street until after the Holiday Season Moratorium which is from Thursday, November 24, 2005, to Monday, January 2, 2006.

2. **Special Provisions, SECTION 1 - General Construction Requirements: 1.06 Thrust Restraint, Page 3**

The third paragraph shall be amended to read as follows:

The friction coefficient shall not exceed 0.25 for C200 and C303 unless a geotechnical evaluation is submitted. In no case shall the friction coefficient exceed 0.30. For polyethylene encased ductile iron pipe, thrust restraint lengths shall be calculated using the latest edition of DIPRA's Thrust Restraint Design for Ductile Iron Pipe manual. The skin friction for polyethylene wrapped ductile iron pipe shall be reduced 30 percent to a maximum of 0.17 unless a geotechnical evaluation is submitted by the Contractor. A type four trench and a safety factor of 1.6 shall be used in the calculation. Thrust restraint calculations shall be approved by the Engineer.

3. **Special Provisions, SECTION 7 - DUCTILE IRON PIPE (DIP) 7.09 Standard Fittings and Flanged Outlets, Standard Fittings and Flanged Outlets, Page 36,**

The first sentence of the first paragraph shall be **amended** to read as follows:

Fittings and openings shall conform to the requirements of AWWA Standard C110/A21.10 or AWWA Standard C153/A21.53.

4. **Special Provisions, Section 16, Traffic Loop Modifications, 16.01 General, Page 69**

The first sentence of the first paragraph shall be **amended** to read as follows:

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials to replace the detector loops at the intersections of H and 11<sup>th</sup> Streets and H and 16<sup>th</sup> Streets.

5. **Special Provisions, SECTION 17 - ITEMS OF PROPOSAL, Item No. 3, 36-Inch Diameter Water Transmission Main to Furnish and Install within Pipe Casing, page 75,**

The following paragraphs shall be **added** to this item:

Also included in this item is abandoning the existing main under the tracks at the H and 12<sup>th</sup> Street intersection

The 36-inch riveted steel pipe shall be abandoned and the entire length of pipe beneath the tracks shall be completely filled to the top with a sand slurry.

Both ends of the abandoned pipe shall be exposed and opened and shall be grouted full for end twenty-four (24) inches of length with 2 sack, Portland Cement Concrete. Material shall be introduced into the abandoned pipe and a test port shall be placed along the pipe to determine if the material introduced in this procedure is successful.

Cut pipe removed during this procedure shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

6. **Special Provisions, SECTION 17 - ITEMS OF PROPOSAL, Item No. 33 Traffic Loop Replacement, page 86.**

This first sentence of the first paragraph shall be **amended** to read as follows:

This item shall consist of furnishing and installing all necessary equipment and materials to replace the detector loops at the intersection of H and 11<sup>th</sup> Streets and H and 16<sup>th</sup> Streets.

7. **Sealed Proposal Section**

The original yellow sealed proposal shall be **replaced** with the attached green sealed proposal. The green sealed proposal shall be submitted on November 2, 2005 at the City Clerk's office.