

Contractor's Name:

AT & E, Inc

(Please print)

FILED

JAN 18 2006

By The  
Office of The City Clerk

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than Wednesday, January 18, 2006, at the Office of the City Clerk, Historic City Hall, at 915 I Street, 1st Floor, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on January 18, 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

**McKinley Boulevard Sewer Construction  
(XN28)**

in the City and County of Sacramento, California.

TOTAL BID: Two million one hundred forty five thousand twenty five dollars. (\$ 2,145,025<sup>00</sup>)

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	\$ <u>60,000</u> -	\$ <u>60,000</u> -
2	Preconstruction Photographs	1	LS	\$ <u>10,000</u> -	\$ <u>10,000</u> -
3	Existing Sewer Pipe to Remove, 8-Inch Pipe to Place	1597	LF	\$ <u>160</u> <sup>00</sup>	\$ <u>255520</u> <sup>00</sup>
4	Existing Sewer Pipe to Remove, 10-Inch Pipe to Place	200	LF	\$ <u>162</u> <sup>00</sup>	\$ <u>32400</u> <sup>00</sup>
5	Existing Sewer Pipe to Remove, 12-Inch Pipe to Place	281	LF	\$ <u>170</u> <sup>00</sup>	\$ <u>47770</u> <sup>00</sup>
6	Existing Sewer Pipe to Remove, 15-Inch Pipe to Place	2171	LF	\$ <u>180</u> <sup>00</sup>	\$ <u>390780</u> <sup>00</sup>
7	Existing Sewer Pipe to Remove, 18-Inch Pipe to Place	95	LF	\$ <u>200</u> <sup>00</sup>	\$ <u>19,000</u> <sup>00</sup>
8	Existing sewer Pipe to Remove, 24-Inch Pipe to Place	773	LF	\$ <u>210</u> <sup>00</sup>	\$ <u>162330</u> <sup>00</sup>
9	Existing Sewer Pipe to Remove, 36-Inch Pipe to Place	896	LF	\$ <u>250</u> <sup>00</sup>	\$ <u>223,800</u> <sup>00</sup>

AT & E, INC.

10	8-Inch Pipe to Place in Rear Yard Easement	111	LF	\$ <u>250<sup>u</sup></u>	\$ <u>27750<sup>u</sup></u>
11	6-Inch Pipe to Construct	121	LF	\$ <u>200<sup>u</sup></u>	\$ <u>24200<sup>u</sup></u>
12	10-Inch Drain Lead to Install	293	LF	\$ <u>175<sup>u</sup></u>	\$ <u>51275<sup>u</sup></u>
13	Modified Type B Drain Inlet to Construct	9	EA	\$ <u>4500<sup>u</sup></u>	\$ <u>40,500<sup>u</sup></u>
14	Manhole to Remove and Manhole No. 3 to Construct	22	EA	\$ <u>8000<sup>-</sup></u>	\$ <u>176,000<sup>-</sup></u>
15	Manhole to Remove and Manhole No. 4 to Construct	9	EA	\$ <u>7000<sup>-</sup></u>	\$ <u>63,000<sup>-</sup></u>
16	Manhole Base, to Reconstruct	2	EA	\$ <u>500<sup>-</sup></u>	\$ <u>1000<sup>-</sup></u>
17	Manhole to Abandon	1	EA	\$ <u>1500<sup>-</sup></u>	\$ <u>1500<sup>-</sup></u>
18	Manhole to Remove	20	EA	\$ <u>1500<sup>-</sup></u>	\$ <u>30,000<sup>-</sup></u>
19	Existing Sewer Service, to Replace	100	EA	\$ <u>1700<sup>-</sup></u>	\$ <u>170,000<sup>-</sup></u>
20	Existing Private Sewer Service, to Relocate	900	LF	\$ <u>350<sup>-</sup></u>	\$ <u>315,000<sup>-</sup></u>
21	Pipe Ends to Plug	200	EA	\$ <u>300<sup>-</sup></u>	\$ <u>60,000<sup>-</sup></u>
22	Substandard Water Service to Replace	15	EA	\$ <u>1400<sup>-</sup></u>	\$ <u>16,000<sup>-</sup></u>
23	Sumped Storm Drain Crossing, to Remove	4	EA	\$ <u>4000<sup>-</sup></u>	\$ <u>16,000<sup>-</sup></u>
24	Unsuitable Material, Removal and Replacement	1500	TON	\$ <u>150<sup>-</sup></u>	\$ <u>225,000<sup>-</sup></u>
25	Unmarked Utility Crossings	200	EA	\$ <u>1000<sup>-</sup></u>	\$ <u>20,000<sup>-</sup></u>
26	Existing Sewer Pipeline to Abandon	1160	CY	\$ <u>160<sup>u</sup></u>	\$ <u>185600<sup>u</sup></u>

TOTAL BID: \$ 2,145,025<sup>u</sup>  
(to be forwarded to page #1)

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 ninety (190) 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 fifty dollars (\$450.00) 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

   BID BOND

CONTRACTOR

Addendum No. 1 \_\_\_\_\_ AT + E, Inc.

Addendum No. 2 \_\_\_\_\_ By: Maitha Feely  
(Signature)

Addendum No. 3 \_\_\_\_\_ Title: Pres

Addendum No. 4 \_\_\_\_\_ Address: 2355 Ocean Ave  
SF CA 94127

Telephone No. 415 584 5200

(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.

943769658

Valid Contractor's License No. 764107, Classification A/B is held by the bidder.

Expiration date 6/07. Representations made herein are true and correct under penalty of perjury.

PN: XN28





# 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:

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

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.

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

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.

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: \_\_\_\_\_

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: AT&E Inc  
BY: Maule Tealey Pres Date: 1/17/02  
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.

## 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 ce/07 764107

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 SF on 1/17/06  
(Location) (Date)

Signature: Martha Feely

Print Name: Martha Feely

Title: Pres.

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

AT&E, Inc  
Name of Contractor

2355 Ocean Ave SF CA 94127  
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**

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.

Maule Feely  
Signature of Authorized Representative

1/16/06  
Date

Maule Feely  
Print Name

Pres  
Title