

NOV - 2 2005

**TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA**

By The
 Office of The City Clerk

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes, and incidentals required for:

**IMPROVEMENT PLANS FOR
 12TH AND 16TH STREETS AT RICHARDS BOULEVARD
 FEDERAL AID PROJECT NO: STPL-5002(084)
 CITY PROJECT NO: (PN: TU22)**

C & C CONSTRUCTION

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following sum:

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Preconstruction Photographs	1	LS	1,700	1,700
2	Water Pollution Control	1	LS	8,500	8,500
3	Unsuitable Material to Remove and Replace	200	M3	122	24,400
4	Potholing	16	M3	450	7,200
5	Fence to Remove	12	M	100	1,200
6	Metal Beam Guard Railing to Remove	10	M	100	1,000
7	Traffic Stripe (Yellow) To Remove	52	M	156	8,112
8	Traffic Stripe and Pavement Marking (White) To Remove	763	M	12	9,156
9	Pavement Marker To Remove	133	EA	4	532
10	Sign to Remove	13	EA	150	1,950
11	Asphalt Concrete Dike to Remove	185	M	17	3,145
12	Gutter Drain To Remove	2	EA	950	1,900
13	Ditch Box To Remove	1	EA	950	950
14	75mm (3") Backflow Preventer Assembly To Relocate	1	EA	4,000	4,000
15	Sign and Post To Relocate	14	EA	300	4,200

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
16	Adjust Water Valve Box To Grade	7	EA	960	6,720
17	Adjust Drop Inlet To Grade	1	EA	1,130	1,130
18	Adjust Maintenance Hole Head To Grade	3	EA	1,130	3,390
19	Irrigation Valve to Remove	6	EA	230	1,380
20	Cold Plane Asphalt Concrete Pavement	3,200	M2	6.50	20,800
21	Concrete Curb to Remove	26	M	2.5	650
22	Concrete Curb and Gutter to Remove	290	M	30	8,700
23	Concrete Sidewalk to Remove	10	M2	100	1,000
24	Clearing & Grubbing	1	LS	28,250	28,250
25	Roadway Excavation and Grading (F)	1,940	M3	236	457,840
26	Geogrid Material To Place	100	M2	15	1,500
27	Topsoil To Place	230	M3	57	13,110
28	Decomposed Granite Paving To Place	110	M2	91	10,010
29	Tree (15 Gallon Container) To Plant	43	EA	145	6,235
30	Shrub (1 Gallon Container) To Plant	322	EA	15	4,830
31	Shrub (5 Gallon Container) To Plant	44	EA	40	1,760
32	Groundcover (1 Gallon Container) To Plant	294	EA	15	4,410
33	Groundcover (2 Gallon Container) To Plant	495	EA	24	11,880
34	Mulch To Place	2,796	M2	6.00	16,776
35	Hydroseeding	367	M2	6.00	2,202
36	Plant Establishment (180 days)	1	LS	2,825	2,825
37	Header Board To Install	36	M	38	1,368
38	Concrete Mowband To Construct	22	M	60	1,320
39	Irrigation Crossover Conduit To Install	76	M	80 77	6,080 PBL

5,832

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
40	Automatic Irrigation System To Install	1	LS	86,633	86,633
41	380 MM (15") Diameter Welded Steel Pipe Conductor Casing To Install	22	M	925	20,350
42	200 MM (8") Diameter PVC C-900 Water Main To Install	24	M	224	5,224
43	Aggregate Base (Class 2) To Place	2,660	TONNE	44	117,040
44	Microsurfacing With Black Rock To Place	6,500	M2	8.50	55,250
45	Asphalt Concrete (Type A) To Place	1,150	TONNE	170	195,500
46	Asphalt Concrete Dike (Type A) To Install	55	M	51	2,805
47	Asphalt Concrete Dike (Type F) To Install	120	M	51	6,120
48	Remove Pavement (RT Grade Crossing)	118	M2	125	14,750
49	Roadside Sign to Place	54	EA	340	18,360
50	300mm (12") Diameter PVC Drain Lead To Install	2	M	791	1,582
51	300mm (12") Diameter PVC C-900 Drain Lead To Install	2	M	791	1,582
52	Encase Drain Lead With Concrete Covering	2	M	510	1,020
53	Drop Inlet, Type B, To Construct	1	EA	4,000	4,000
54	Storm Drain Maintenance Hole No. 3 To Construct	2	EA	6,300	12,600
55	Ditch Box to Construct	1	EA	4,000	4,000
56	Curb No. 14 To Construct	132	M	106	13,992
57	Curb No. 17 to Construct	125	M	57	7,125
58	Curb and Gutter No. 4 To Construct	115	M	120	13,800
59	Stamped Portland Cement Concrete To Construct	125	M2	122	15,250
60	Portland Cement Concrete Sidewalk To Construct	241	M2	97	23,377
61	Portland Cement Concrete Curb Ramp To Construct	51	M2	110	5,610
62	Truncated Dome Tile To Install	22	M2	633	13,926
63	Chain Link Fence (Type CL-1.1 (3'-7")) To Construct	242	M	120	29,040

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NOV - 2 2005

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NOV - 2 2005

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ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
64	Swing Gate To Construct	2	SET	6,250	12,500
65	Object Marker To Place	9	EA	60	540
66	Metal Beam Guard Railing To Construct	120	M	306	36,720
67	Terminal Anchor Assembly (Type SFT) To Construct	1	EA	2,260	2,260
68	Sidewalk Barricade To Install	1	EA	1,130	1,130
69	Thermoplastic Pavement Marking (RT Pedestrian Crossing) To Place	1	LS	3,165	3,165
70	Thermoplastic Pavement Marking To Place	126	M2	51	6,426
71	Thermoplastic Traffic Stripe (100 mm White and Yellow) To Place	3,638	M	2.50	9,095
72	Thermoplastic Traffic Stripe (150 mm White and Yellow) To Place	35	M	4.00	140
73	Thermoplastic Traffic Stripe (200 mm White) To Place	787	M	5.00	3,935
74	Thermoplastic Traffic Stripe (300 mm White) To Place	189	M	7.00	1,323
75	Thermoplastic Traffic Stripe (600 mm White) To Place	34	M	20	680
76	Pavement Markers To Place	691	EA	6	4,146
77	Traffic Signal and Lighting To Install	1	LS	445,818	445,818
78	CCTV System To Install	1	LS	14,560	14,560
79	Interconnect To Install	1	LS	54,480	54,480
80	Regional Transit Grade Crossing System To Construct	40	M	1,870	74,800
81	Federal Trainee Program	1	LS	7,910	7,910
RT CONTACT SYSTEM ITEMS					
82	OCS Engineering Design and Submittals	1	LS	135,807	135,807
83	OCS Pole Foundations	2	EA	4,580	9,160
84	OCS Poles	2	EA	9,160	18,320
85	OCS Cantilever Assemblies	2	EA	3,780	7,560
86	Transfer Existing OCS	1	LS	10,255	10,255
87	Removal of OCS Pole and Foundation	1	LS	4,809	4,809

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
	RT WAYSIDE SIGNALING AND HIGHWAY RAILROAD GRADE CROSSING WARNING SYSTEM ITEMS				
88	Engineering Design and Submittals	1	LS	213,500	213,500
89	Modify Existing Relay Case N118CB	1	LS	17,600	17,600
90	Modify Existing Relay Cases N138CB & N138RC	1	LS	17,600	17,600
91	Modify Existing Relay Case N162RC	1	LS	50,325	50,325
92	Modify Existing Relay Case N180RC	1	LS	17,520	17,520
93	Modify Existing Relay Case N182RC	1	LS	34,000	34,000
94	Modify Existing Relay Case N202RC	1	LS	50,400	50,400
95	Modify Existing Relay Case N216RC	1	LS	17,550	17,550
96	Modify Existing Relay Case 61RC	1	LS	22,100	22,100
97	Supply and Install Express Cable System	1	LS	418,300	418,300
98	Supply and Install Highway-Railroad Grade Crossing Warning System	1	LS	565,000	565,000
99	Construction Staging	1	LS	54,600	54,600
100	Remove and Salvage Existing Equipment	1	LS	28,000	28,000
101	Wayside Signal System Spare Parts	1	LS	136,110	136,110
102	Training	1	LS	46,450	46,450
103	Demonstration Testing	1	LS	33,000	33,000
104	Contractor's Quality Control Program (CQCP)	1	LS	50,000	50,000

(F) - Denotes Final Pay Quantity

***- Denotes Deduct Item

TOTAL 3,998,613

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NOV - 2 2005

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12th and 16th Streets at Richards Boulevard (PN:TU22)

Item 40

Description	Qty.	Unit Price	Per	Extended Price
Water meter 2"	1	5,000 5,725	EA	5,725
Backflow Preventor 2"	1	2,769 4,350	EA	4,350
Backflow Preventor 3"	1	3,460	EA	3,460
2 Station Battery Operated Controller	4	1,110	EA	4,440
4 Station Battery Operated Controller	1	1,400	EA	1,400
Quick Coupling Valve	6	172	EA	1,032
Tree Bubbler	80	35	EA	2,800
Street Tree Bubbler	6	35	EA	210
Octa Bubbler	220	82	EA	18,040
Lateral Line 3/4"	1,200	8.50	M	10,200
Lateral Line 1"	500	9.50	M	4,750
Lateral Line 1-1/4"	350	10.50	M	3,675
Main Line - 3" in Diameter	150	37	M	5,550
Gate Valves	5	565	EA	2,825
Valves	12	678	EA	8,136
1 Station Controller	1	990	EA	990
Main Line - 2-1/2"	150	47	EA	7,050
Sleeving 6"	76	88 77	EA	6,688 5,852

39

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NOV - 2 2005

By The
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12th and 16th Streets at Richards Boulevard (PN:TU22)

FILED

NOV - 2 2005

Item 77

Description	Qty.	Unit Price	Per	Extended Price
19-4-129 Pole with Foundation	4	10,200	EA	40,800
26-4-129 Pole with Foundation	1	10,500	EA	10,500
27-3-129 Pole with Foundation	1	10,600	EA	10,600
61-5-129 Pole with Foundation	1	19,700	EA	19,700
Type 15D Pole with Foundation	1	6,000	EA	6,000
Type A Pole with Foundation	13	5,150	EA	66,950
Type 1-B Pole with Foundation	2	1,350	EA	2,700
Ped. Push Button Post	2	745	EA	1,490
2070/340 Controller with Foundation (CF)	1	5,555	EA	5,555
Type III-AF Service with Foundation	1	5,500	EA	5,500
Battery Back-up System	1	5,500	EA	5,500
Underground Conduit System Installation	4080	34	LF	138,720
PVC 3"	1090	5	LF	5,450
PVC 2"	2690	4	LF	10,760
PVC 1-1/2"	300	2.50	LF	750
#14 THW Signal Wire	17000	.50	M	8,500
#10 THW Signal & Streetlight Wire	5500	.60	M	3,300
#6 THW Signal & Streetlight Wire	8500	.60	M	5,100
#1 THW Service Wire	750	1.50	M	1,125
#8 Bare Copper Wire	750	1	M	750
DLC Wire Canoga	6250	.60	M	3,750
Opticom Wire	1250	1	M	1,250
#5 Pull Box	19	345	EA	6,555
#6 Pull Box	29	460	EA	13,340
N-44 Pull Box	2	860	EA	1,720
Opticom System	1	9,750	EA	9,750
Detector Handholes	16	345	EA	5,520
Loop Detectors	45	345	EA	15,525
MAS	12	687	EA	8,244
SV-I-T	2	687	EA	1,374
SV-2-TB	5	860	EA	4,300
TV-1-T	2	690	EA	1,380
Ped. Heads SP-I-T	8	690	EA	5,520
Ped. Push Buttons	4	60	EA	240
Remove & Salvage Exist. Equipment	1	16,600	LS	16,600

By The City Clerk

12th and 16th Streets at Richards Boulevard (PN:TU22)

Item 78

Description	Qty.	Unit Price	Per	Extended Price
Install CCTV Camera	1	2,005	EA	2,005
Patch panel + misc. hdlr.	1	10,455	EA	10,455

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NOV - 2 2005
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12th and 16th Streets at Richards Boulevard (PN:TU22)

Item 79

Description	Qty.	Unit Price	Per	Extended Price
Underground Conduit System Installation	950	33	LF	31,350
PVC 3"	950	6	LF	5,700
#10 THW Signal & Streetlight Wire	1250	1	M	1,250
48 Strand Fiber Optic Cable	500	2	M	1,000
12 Pair #19 Signal Interconnect Cable	1250	1.50	M	1,875
#6 Pull Box	5	458	EA	2,290
Fiber Optic Splice Vault	1	6,297.50	EA	6,297.50
Splice/Fuse & Test Fiber Optic System	1	4,717.40	LS	4,717.40

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THIS BID OPENED 11/2/05
 EMPLOYEE INITIALS DM
 MARK ONE BOX FOR EACH ITEM D.B.
BID SECURITY
 NONE REQUIRED
 PROPERLY SIGNED
BID DEPOSIT TYPE
 BID BOND
 CALIF. BANK CASHIER'S CHECK
 CERTIFIED CHECK
 CASH
 CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
 SECURITY RETURNED
 SECURITY ACCEPTED
 DATE INITIALS _____

The Contractor shall complete all work called for under the contract within the time set forth in these Special Provisions. The time limit for the completion of work is **Two Hundred Eighty-Five (285) Calendar Days**. Should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of **ONE THOUSAND FIVE HUNDRED (\$1,500.00)** as liquidated damages and not as a penalty, for each calendar day delay after the expiration of each period described below until the final acceptance of the work by the City and its delivery to the City. **The targeted completion date of the project is October 20, 2006.**

Two Hundred Eighty-Five (285) calendar days for the completion of all work.

Each calendar day includes "working time", "non-working time", Saturdays, Sundays, legal holidays and days as defined in Section 1-34 (B) of the City Standard Specifications shall be counted as days toward the time of completion. No claims of any kind or extension of time will be considered due to reasons of inclement weather as defined in Section 1-34 (B) of the City Standard Specifications. However, starting from April 10, 2006 through the last day of the time of completion, days as defined in Section 1-34 (B) of the City Standard Specifications will not be counted as a calendar day.

The time of completion is also based upon completion of all work and the following sub-tasks within the periods stipulated below

Thirty (30) calendar days from the date on Notice to Proceed to submit the Contract Data Requirement List (CDRL) for RT Overhead Contact System. The Contractor shall pay to the City of Sacramento an administrative penalty of **\$1,000.00** per calendar day for each day the information is not provided within the required submittal period

Sixty (60) calendar days from the date on Notice to Proceed to submit the CDRL for RT Highway-Railroad Grade Crossing System. The Contractor shall pay to the City of Sacramento an administrative penalty of **\$1,000.00** per calendar day for each day the information is not provided within the required submittal period.

One Hundred Twenty (120) calendar days from the date on Notice to Proceed to complete design submittals for RT Highway-Railroad Grade Crossing System. The Contractor shall pay to the City of Sacramento an administrative penalty of **\$1,000.00** per calendar day for each day the information is not provided within the required submittal period.

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 face of 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 an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items 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.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing 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 Proposal

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10 %) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # <u>1</u>	DATE <u>10/24/05</u>
Add. # <u>2</u>	DATE <u>10/31/05</u>
Add. # <u>3</u>	DATE <u>11/1/05</u>

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

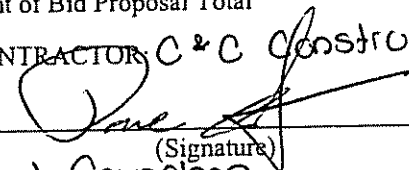
If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

() not less than ten percent (10%) of amount of Bid Proposal Total

- _____ CERTIFIED CHECK
- _____ CASHIER'S CHECK
- _____ / _____ BID BOND
- _____ MONEY ORDER
- _____ OTHER SECURITY

CONTRACTOR C & C Construction, Inc.

By 
(Signature)
Paul Cavaghan
(Print or Type)

Title CEO

Address 4220-A Duluth Avenue
Rockton, Ca 95765

Telephone No. 916-434-5280

Fax No. 916-434-5288

Date 11/1/05

Contractor's License No. 717740 Type A, B + C8

Expiration Date 1/31/06

Tax I.D. Nos. - Fed. 68-0367670

State 409-7958-5

City of Sacramento Business Operation Tax Certificate No. 96602

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. 2004-433 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. 2004-433 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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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.

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

A, B, C6 - 717740 - 1/31/06

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

6. 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

8. 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

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RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

11. 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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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 Rockton, Ca. on 11/1/05
(Location) (Date)

Signature: 

Print name: Paul O'Connell

Title: CEO

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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>
Shanks - Galt	Paving & Grinding
Centerline - Elk Grove	Signs & Striping
Excel Land - Sac.	Land./Frr.
Kiiser - Sac.	Fencing
H+H - ABC Stackton	RT Grade Crossing
Pac. Excav. - Elk Grove	Traffic/signal/Elec.
Mass Elec. - Centennial Co.	Rt./OCSElec.
CPM - Sac.	Micro Surfacing

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder C & C Construction, Inc., proposed subcontractor
_____, hereby certifies that he has has not participated in
a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or
11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal
Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on
Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Sacramento
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

2. Status of Federal Action:

3. Report Type:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

- a. bid/offer/application
- b. initial award
- c. post-award

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

- Prime
- Subawardee
Tier _____ if known

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. cash
- b. in-kind: specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 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 permits 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 or 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 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 "

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

C & C Construction, Inc.
Name of Contractor

4220 A Duluth Avenue - Rocklin, Ca 95675
Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") 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, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3. 54 of the Sacramento City Code (the "Ordinance").
3. 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.

4. 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:

**DECLARATION OF COMPLIANCE
Equal Benefits 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).

DECLARATION OF COMPLIANCE
Equal Benefits 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

5. I understand that failure to comply with the provisions of Section 4. (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.
6. 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.
7. 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 Ordinance 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.

8. 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 Requirements or of the Ordinance by me.

DECLARATION OF COMPLIANCE
Equal Benefits 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

11/1/05

Date

Paul Cavaghan

Print Name

CEO

Title



**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,

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
915 I St., 2nd Floor
Sacramento, CA 95814

- 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
915 I St , 2nd Floor
Sacramento, CA 95814
- 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.