

FILED

CITY OF SACRAMENTO  
Department of Transportation  
Engineering Services Division

Bid Proposal

NOV - 2 2005

Page 1 of 3

By The  
Office of The City Clerk

TO THE HONORABLE CITY COUNCIL  
SACRAMENTO, CALIFORNIA:

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:

**DEL PASO BLVD STREET LIGHTING REPLACEMENT  
(PN: SI51)**

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	Ornamental Street Lighting	1	LS	<u>\$131951.45</u>	<u>\$ 131,951.45</u>
2	Street Lighting Between Globe Ave. and Arden Way	1	LS	<u>\$235993.83</u>	<u>\$ 235,993.83</u>
3	Street Lighting Between Arden Way and El Camino Ave.	1	LS	<u>\$270329.52</u>	<u>\$ 270,329.52</u>
4	Communication Conduit System	1	LS	<u>\$154259.70</u>	<u>\$ 154,259.70</u>
5	Landscape Lighting System	1	LS	<u>\$ 91485.60</u>	<u>\$ 91,485.60</u>
<b>TOTAL</b>					<u>\$ 884,020.10</u>

ADESTA

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificate upon notice of award of Agreement, and to begin work within fifteen (15) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY-FIVE (45)** working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

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.

DATE BID OPENED 11/02/05  
EMPLOYEE INITIALS RK  
MARK ONE BOX FOR EACH ITEM

**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  
EMPLOYEE INITIALS \_\_\_\_\_

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. # 1 DATE 10/10/05  
Add. # 2 DATE 10/25/05  
Add. # \_\_\_\_\_ DATE \_\_\_\_\_

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

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:

10% of amount of Bid Proposal  
(\$ \_\_\_\_\_ ) not less than ten percent (10%) of amount Bid Proposal

\_\_\_\_\_ CERTIFIED CHECK  
\_\_\_\_\_ CASHIER'S CHECK  
 BID BOND  
\_\_\_\_\_ MONEY ORDER  
\_\_\_\_\_ OTHER SECURITY

CONTRACTOR:

By  (Signature)

William B. Downing  
(Print or Type)

Vice President Construction / Adesta Management  
Title Group, Inc., its General Partner

Address 10990 Bigge Street

San Leandro, CA 94577 Telephone No.  
(510) 633-1300

Fax No. (510) 633-1400

Date November 1, 2005

Contractor's License No. 816212 Type Class A, B, C-10

Expiration Date January 31, 2007

Tax I.D. Nos. - Fed. 05-0538420 State 100-210919

City of Sacramento Business Operation Tax Certificate No. 140607  
(City will not award contract if Certificate Number is missing)



City of Sacramento- Del Paso Blvd Street Lighting Replacement (P/N. S151)  
 Project No S151  
 11/2/2005

Unit	Item No	Description	Quantity	Units	Adesta Bid Unit Item	Adesta Bid Line Item
					<b>Bid Unit Item</b>	<b>Bid Line Items</b>
<b>3.00</b>		<b>Street Lighting Between Globe Arden Way and El Camino Ave</b>				
	1	Typ A Street Lights w/ Foundation	32	ea	\$ 2,307.90	\$ 73,852.80
	2	2" Conduit	6,000	lf	\$ 20.26	\$ 121,560.00
	3	Pull box Ho. 6	32	ea	\$ 325.14	\$ 10,404.48
	4	Conductor#6	14,000	lf	\$ 1.30	\$ 18,200.00
	5	Conductor #10	7,000	lf	\$ 1.19	\$ 8,330.00
	6	Conductor #1	300	lf	\$ 1.62	\$ 486.00
	7	Metered Service Pedestals	2	ea	\$ 5,797.25	\$ 11,594.50
	8	Traffic Loops	20	ea	\$ 654.22	\$ 13,084.40
	9	4" Conduit	300	lf	\$ 40.57	\$ 12,171.00
	10	Guard Posts	2	lf	\$ 323.17	\$ 646.34
		<b>Total</b>				<b>\$ 270,329.52</b>

					<b>Bid Unit Item</b>	<b>Bid Line Items</b>
<b>4.00</b>		<b>Communication Conduitt System</b>				
	1	P48 Pull Boxes	11	ea	\$ 1,065.70	\$ 11,722.70
	2	2" Conduit	6,600	lf	\$ 20.26	\$ 133,716.00
	3	Conductor #10	6,600	lf	\$ 1.19	\$ 8,092.00
	4	Conductor #1	450	lf	\$ 1.62	\$ 729.00
		<b>Total</b>				<b>\$ 154,259.70</b>

					<b>Bid Unit Item</b>	<b>Bid Line Items</b>
<b>5.00</b>		<b>Landscape Lighting System</b>				
	1	2" Conduit	3,000	lf	\$ 20.26	\$ 60,780.00
	2	Conductor#6	7,280	lf	\$ 1.30	\$ 9,464.00
	3	Conductor #10	3,600	lf	\$ 1.19	\$ 4,284.00
	4	Pull box Ho. 6	15	lf	\$ 325.14	\$ 4,877.10
	5	Metered Service Pedestals	2	ea	\$ 5,797.25	\$ 11,594.50
	6	Conductor #1	300	lf	\$ 1.62	\$ 486.00
		<b>Total</b>				<b>\$ 91,485.60</b>

**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

**BID PROPOSAL 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 Agreement 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 Agreement, 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 Agreement 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 any person employed by this company, corporation, or business has not been convicted of any criminal drug statute violation on any job site or project within three years of the date of my signature below.

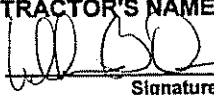
EXCEPTION:	_____	_____	_____	Yes _____	No _____
	Date	Violation Type	Place of Occurrence	Was Employed By this Firm	

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 AGREEMENT, 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: William B. Downing  
 BY:  Vice President Construction / Adesta Management Group, Inc., its General Date: November 1, 2005  
 Signature Partner Title

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

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## REQUIREMENTS FOR THE 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 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**

Adesta Limited Partnership

**Name of Contractor**

10990 Bigge Street, San Leandro, CA 94577

**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:

**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.


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.

**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

November 1, 2005  
\_\_\_\_\_  
Date

William B. Downing  
\_\_\_\_\_  
Print Name  
Vice President Construction / Adesta  
Management Group, Inc., its General  
\_\_\_\_\_  
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  
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.



Procurement Services  
Compliance Services Unit  
320 Commerce Circle  
Sacramento, CA 95815  
www.shra.org  
Tel: 916-566-1200  
Fax: 916-927-6963

## **SECTION 00840 MINORITY AND WOMEN'S BUSINESS ENTERPRISE GUIDELINES FOR HUD FUNDED PROJECTS WITH SUBCONTRACTING OPPORTUNITIES**

The Sacramento Housing and Redevelopment Agency ("SHRA or Agency") is a joint powers authority governed by the Sacramento City Council and Sacramento County Board of Supervisors. SHRA was established in 1973 to be the public developer for the City and County of Sacramento, using market forces to rebuild blighted neighborhoods, provide access to decent housing for low income residents, and to create opportunities for employment and self sufficiency. Additionally, SHRA is the local housing authority and maintains a housing stock of over of units and is involved in many public works projects throughout the county. All this activity creates many contracting opportunities for area businesses.

SHRA is committed to offering contracting opportunities to area firms. And as a major recipient of federal funds, the Agency further makes these opportunities available to businesses owned by low-income residents and minority or women owned businesses.

This guide is designed to help bidders and others conduct outreach to minority/women's business enterprises (M/WBE) as required by federal regulations. The Agency's commitment to this process also means that we are always available to help bidders and community members realize contracting opportunities. We may be contacted at the numbers above to answer questions and provide assistance.

### **I. M/WBE PROGRAM REQUIREMENTS**

This project is subject to the Minority Business Enterprise ("MBE") and Women's Business Enterprise ("WBE") requirements under the U.S Department of Housing and Urban Development. Depending on the type of project and funding source, the specific federal requirements are found at 24 CFR 85.36(e) or at 24 CFR 84.44(b).

Bidders are advised to obtain the most recent project requirements from the Agency prior to submitting their bid. The Agency's M/WBE program is designed to help bidders meet M/WBE requirements and is modified periodically to increase usefulness in response to local and national objectives.

## II. CERTIFICATION

A MBE or WBE designated in the bid must, upon request, certify that the firm is owned and controlled by a woman or women or a member of a minority group or groups. The Agency can provide a declaration statement that meets our certification requirements. A firm may also complete a Bidder's Application to certify.

## III. DEMONSTRATING GOOD FAITH EFFORTS

All items, unless noted otherwise, included in the following Section VI must be submitted with the bid. The bidder has the responsibility of demonstrating that its efforts were reasonably designed to maximize the use of minority and women's businesses.

These Guidelines include forms to be used by each bidder to demonstrate program compliance. Bidders must demonstrate their efforts to comply with M/WBE requirements by submitting all supporting documentation with the bid, or the bid will be considered non-responsive.

The following activities and submittals demonstrate Good Faith Efforts:

- A. **Pre-Bid Meeting.** Attend pre-bid/proposal conference if one is held for the project.
- B. **List of Subcontractors and Suppliers.** Provide a list of subcontractors and suppliers for this project indicating which firms are M/WBEs and their approximate contract amounts. Utilize form named "List of Designated Subcontractors" (Section 00430) and submit it with your bid. If no subcontracting opportunities exist, mark the "no subcontracting" box and submit the form with your bid.
- C. **SHRA Outreach List.** The Agency will provide a project specific list of vendors, contractors and suppliers that include M/WBE firms. This outreach list includes areas to record your good faith results. Printed mailing labels are also available. Further outreach undertaken by the bidder may be recorded in the spaces provided.

Any firm interested in participating in the SHRA Outreach List may do so by completing a Bidder's Application available from Procurement Services.

Bidders may utilize their own list/sources to demonstrate their efforts to satisfy M/WBE requirements. Bidders may use Section 00840-1, Contact Log, to record their results.

Submit the completed list or contact sheet with the bid.

- D. **Outreach Questionnaire.** Provide the completed M/WBE Outreach Questionnaire (Section 00840-2) with the bid.

#### IV. HELPFUL RESOURCES

**M/WBE Coordinator**

Sacramento Housing and Redevelopment Agency (SHRA)  
Compliance Services  
320 Commerce Circle  
Sacramento, CA 95815  
Telephone: 916/566-1200 Fax: 916/927-6963  
www.shra.org

**City of Sacramento Administrative Services Dept.**

Office of Small Business Development (OSBD)  
921 10th Street, Room 402  
Sacramento, CA 95814-2714  
Telephone: 916/264-6747 Fax: 916/264-6765  
www.cityofsacramento.org/esbd

#### V. M/WBE REQUIREMENTS OF SUCCESSFUL BIDDER

- A. **M/WBE Records.** The selected contractor shall maintain records of all subcontracts and materials purchases with M/WBE subcontractors and suppliers. Such records shall show the name and business address of every M/WBE subcontractor or vendor/supplier and the total dollar amount actually paid to each M/WBE firm.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the contractor or authorized representative and, upon request, furnished to the Agency.

- B. **Reporting Requirements and Sanctions.** Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract.
- C. **Subcontracting.** No substitution of subcontractor, whether M/WBE or otherwise, shall be made at any time without the written consent of the Agency. If a subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original subcontractor.
- D. The "Subletting and Subcontracting Fair Practices Act" (Public Contracts Code Section 4100-4113, inclusive), with regard to public works requires subcontractors, if used for such work, to be listed in the prime contractor's proposal prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list with the proposals.

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**VI. ATTACHMENTS Section 00430, 00840-1, and 00840-2**

- ◆ Attachment Section 00430 List of Designated Subcontractors (Submit with bid)
- ◆ Attachment Section 00840-1 Outreach Contact Log (Submit with the bid)
- ◆ Attachment 0840-2 Questionnaire (Submit with the bid)

**SECTION 00430 - LIST OF DESIGNATED SUBCONTRACTORS (INCLUDING SUPPLIERS)**

Contract No: PN:SI51 Project Name: Del Paso Blvd. Street Lighting Placement Date: 11/02/05 Total Bid Amount: \$884,020.10  
 Prime Contractor: Adesta Limited Partnership Address: 10990 Bogge Street, San Leandro, CA 94577  
 Phone No.: (510) 633-1300 Fax Number: (510) 633-1400 E-mail Address: HHouston@adestagroup.com MBE/WBE: No  
 Fed. I.D. No.: 05-0538420 Contractor License No.: 816212 License Type: A, B, & C-10

Subcontractor Name/Address Telephone Number	Description of Work by Subcontractor	Subcontract Amount	Subcontractor's State Contractor's License Number	M/WBE Category/
Shasta General Engineering, INC PO Box 885, Palo Cedro, CA 96073 (530) 547-3713	Bare Electrical	\$685,101.00	735863	Woman Owned E S B E
AZCO 2250 Stewart St., #9, Stockton, CA (209) 943-2452	Materials	\$58,355.00		MBE

**No subcontracting. All work to be completed by bidder.**

The undersigned bidder hereby gives assurance that if contract is awarded to bidder, subcontractor participation will be in the approximate amounts stated above. Bidder further assures that no subcontractor and/or supplier may be deleted, or changed without the express written approval of the Agency.

In accordance with Section 4101 to Section 4107, inclusive, of the Government Code of the State of California, as amended, the above information is submitted concerning subcontractors.



*Signature of Contractor/Title*

**THIS FORM MUST BE SUBMITTED WITH BID**

**Attach additional sheets if necessary.**

M/WBE'S Contacted (Include Name of Business, Address, Phone, Name of Contact Person)	Date Notified	How Notified*					Bid 11/02/05			If Rejected Give Reason	Efforts to Remedy Deficiency in Sub-Bid (Assistance in referring for bonding or insurance for increasing work force, etc.)
		(Direct mail, phone, etc)	Yes	No	Amount	Accepted	Rejected				
Shasta General Engineering, INC PO Box 885 Palo Cedro, CA 96073 (530) 547-3713	10/17/05	Phone	X		\$685,101.00	X					
AZCO 2250 Stewart St., #9 Stockton, CA 95205 (209) 943-2452	10/31/05	Phone	X		\$58,355.00	X					

\* Attach copies of solicitation sent and responses received. (Submit with the bid.)

BIDDER'S SIGNATURE \_\_\_\_\_

**QUESTIONNAIRE**

**SECTION 00840-2**

Page 1 of 2

(Submit with the bid.)

1. List Trades involved in this Contract:  
Street boring, Electrical, Construction, Masonry  
\_\_\_\_\_  
\_\_\_\_\_

2. List work to be done in house:  
Project Management  
\_\_\_\_\_  
\_\_\_\_\_

3. State how the work was divided into economically feasible units to facilitate using MBE's and WBE's:  
General & Electrical WBE  
\_\_\_\_\_  
\_\_\_\_\_

A. Was the work divided into all the individual subtrades? / If not, then why?  
WBE Subcontractor provided all trades  
\_\_\_\_\_  
\_\_\_\_\_

B. Was the work divided into separate material and services? / If so, then list them:  
No  
\_\_\_\_\_  
\_\_\_\_\_

4. What information about the work items was provided to M/WBEs? e.g. copies of plans, specifications, subcontracting requirements, etc. (Provide copies of correspondence or description of information sent to MBEs/WBEs.)  
Project plans & Specs & Subcontract requirements.  
\_\_\_\_\_  
\_\_\_\_\_

**QUESTIONNAIRE**

**SECTION 00840-2**

Page 2 of 2

- 5. What assistance was requested and received from M/WBE referral agencies? e.g. community organizations, M/WBE contractor groups, public agencies, etc. *(Provide the names and dates of all referral agencies contacted.)*

None

- 6. What assistance was offered or provided to M/WBEs? e.g. meeting insurance and bonding requirements, obtaining lines of credit, becoming recognized as an M/WBE, opportunity to review plans and specifications, etc.

Met bonding requirements

- 7. State anything else that you would like to add in support of your demonstration of good faith efforts.

**AFFIDAVIT**

The undersigned hereby declares under penalty of perjury under the Laws of the State of California that the foregoing statements on this questionnaire are true and correct.

I acknowledge that any misrepresentation of a material fact in said statements may be grounds for initiating action under Federal or State laws and for rejecting the bid.

Bidder's Signature: 

Date: November 1, 2005

County where signed: Douglas County

## SECTION 00841-1

**Compliance with: Executive Order 11246 and Section 3 of the HUD Act of 1968.**

This contract is subject to Executive Order 11246, as amended, related to affirmative action in construction for all contracts exceeding \$10,000; and, is subject to Section 3 of the HUD Act of 1968, as amended, related to economic development, including employment. Both requirements are discussed elsewhere in these specifications.

The Compliance Services unit from Procurement Services utilizes a simple reporting system that enables the Agency to quickly classify and track all newly hired people. This allows the Agency to prepare reports that satisfy federal and local reporting requirements.

The following satisfy the Section 3 and Executive Order requirements:

**1. Section 00841-2 - New Hire Questionnaire.** All new hires will be required to complete a New Hire Questionnaire. The questionnaire will provide the Agency the information necessary to track results. The questionnaire is due from the employer one week following the hire date.

All new hires must complete the questionnaire regardless of whether they were referred by the Agency or other sources or as a result of direct contractor recruitment. The questionnaire is attached. Feel free to make sufficient copies for every new hire.

**2. Posting requirements.** Both the Order and Section 3 require a posting at the job site. See Section 00841-4 - Equal Employment Opportunity is the Law poster and Section 00841-3 - Section 3 notice-poster. The first poster must be placed in an area that workers are likely to see. The Section 3 poster must be placed so that the public may reasonably view it.

The SHRA is always available to help you meet your employment obligations; however, cooperating with the reporting requirements is not by itself an indicator of satisfying the Executive Order and Section 3 regulations. The results of your efforts (and subcontractors) are the better measure.

For more information please contact:

### **Sacramento Housing and Redevelopment Agency**

#### **Procurement Services**

#### **Compliance Services Unit**

320 Commerce Circle

Sacramento CA 95815

(916) 566-1263

Fax: (916) 927-6963

Catherine Trice, Compliance Analyst

E-Mail: [ctrice@shra.org](mailto:ctrice@shra.org)

Web: [shra.org](http://shra.org)



# NOTICE

(SECTION 00841-3CS – NOTICE-POSTER)

The contractor and subcontractor(s), if any, are committed to making employment and business opportunities available to residents and businesses in this community. This service project may provide such opportunities.

If you have the skills and are interested in a service-related job or are in a business in which the contractor may be interested in, please contact:

contractor (business card/label)

or,

the Sacramento Housing and Redevelopment Agency,  
Catherine Trice at (916) 566-1263.

The contractor is an equal opportunity employer.

The above statement is a solicitation for interest in employment and contracting opportunities. It is not intended as a job or contracting offer.

This notice complies with the SHRA Section 3 Policy and 24 CFR 135 38 (c).

Sacramento Housing and Redevelopment Agency, Compliance Services, 320 Commerce Circle, Sacramento, CA 95815

# Equal Employment Opportunity is

## THE LAW

### Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

#### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

#### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

#### **VIETNAM ERA AND SPECIAL DISABLED VETERANS**

38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 219-9430, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

### Private Employment, State and Local Government, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

#### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

#### **DISABILITY**

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

#### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

#### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these Federal laws.

If you believe that you have been discriminated against under any laws, you immediately should contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L. Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

### Programs or Activities Receiving Federal Financial Assistance

#### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes; or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

#### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disabilities in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against disabled persons who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

## New Hire Questionnaire (2005)

Contractor/firm: \_\_\_\_\_ Project Name: \_\_\_\_\_ Number: \_\_\_\_\_

**Note to employer:** Use this form as part of your new hire process. You may send this form to Compliance Services by mail or fax. It is due one week after hire.

### Questionnaire

Your employer is required to furnish the following information in complying with the terms of the contract for this project. All information you provide will be **confidential** and will be used to prepare statistical reports. Your responses will not affect your employment situation. Please complete all requested information and return this form to your employer.

**1. New Hire**

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Phone: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Job Title: \_\_\_\_\_

Ethnic Code: \_\_\_\_\_ (1=White, Caucasian; 2=Black, African American; 3= Native American; 4= Hispanic; 5= Asian, Pacific Islander; 0=Other) Sex: \_\_\_ Male \_\_\_ Female

**2. Income before taking this job.** We need to know the economic impact this job has on the community. Please review the chart below, match your household size (include yourself) with the maximum household income; then, place a checkmark next to the category type (A, B or C) that applies to your household.

Category A								
Household Size								
Maximum income	1	2	3	4	5	6	7	8
	\$22,450	\$25,650	\$28,850	\$32,050	\$34,600	\$37,200	\$39,750	\$42,300

Category B								
Household Size								
	1	2	3	4	5	6	7	8
At least	\$22,450	\$25,650	\$28,850	\$32,050	\$34,600	\$37,200	\$39,750	\$42,300
But no more than	\$35,900	\$41,000	\$46,150	\$51,300	\$55,400	\$59,500	\$63,600	\$67,700

Category C = exceeds the maximum of Category B

For example, suppose your household size is 3 and the total annual household income was \$29,000. From the charts above, the income was above the maximum for type A for a family of 3 (\$28,850) but less than maximum for B (\$46,150) for a family of 3. You would checkmark B.

Mark one category: A \_\_\_\_\_; B \_\_\_\_\_; C \_\_\_\_\_.

**3. Job Source:** how did you find about this job? referred by: \_\_\_\_\_; recruited by: \_\_\_\_\_; other: \_\_\_\_\_.

**4. Statement**

I declare that the above is true and correct to the best of my knowledge.

Your signature: \_\_\_\_\_ Date: \_\_\_\_\_

Feel free to contact us should you have any questions. Thank you.

Compliance Services  
 Sacramento Housing and Redevelopment Agency  
 320 Commerce Circle  
 Sacramento CA 95815  
 (916) 566-1200; (916) 927-6963



## 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.

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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, & C-10      January 31, 2007

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

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**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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**FOR CITY CLERK USE ONLY**

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

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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

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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 Omaha, NE, on November 1, 2005.  
(Location) (Date)

Signature: 

Print name: William B. Downing  
Vice President Construction / Adesta Management  
Title: Group, Inc., its General Partner

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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004