

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: S151)**

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	\$ 120,300.00	\$ 120,300.00
2	Street Lighting Between Globe Ave and Arden Way	1	LS	\$ 320,495.00	\$ 320,495.00
3	Street Lighting Between Arden Way and El Camino Ave.	1	LS	\$ 456,950.00	\$ 456,950.00
4	Communication Conduit System	1	LS	\$ 163,410.00	\$ 163,410.00
5	Landscape Lighting System	1	LS	\$ 85,175.00	\$ 85,175.00
				TOTAL	\$ 1,146,330.00

FILED

NOV - 2 2005

By The  
Office of The City Clerk

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  
BIDDER'S INITIALS RK  
NAME ONE BOX FOR EACH ITEM ON

BID SECURITY  
 NONE REQUIRED  
 FULLY PAID

BID DEPOSIT TYPE  
 BID BOND  
 CASH  
 CASH  
 CASH  
 CASH

AFTER AWARD OFF-BID  
 SECURITY RETURNED  
 SECURITY ACCEPTED

BIDDER'S INITIALS \_\_\_\_\_  
RATE \_\_\_\_\_

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:

(\$ 114,633.00 ) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR: Tim Paxin's Pacific Excavation

By Prescilla Gastelum  
(Signature)

Prescilla Gastelum  
(Print or Type)

Title Corporate Secretary

Address 9796 Kent St.

Elk Grove, CA 95624

Telephone No. (916) 686-2800

Fax No. (916) 686-2806

Date 10/25/05

Contractor's License No. 694400 Type C10-A

Expiration Date 8/31/06

Tax I.D. Nos. - Fed. 95-4398585 State D1845174

City of Sacramento Business Operation Tax Certificate No. 120135  
(City will not award contract if Certificate Number is missing)

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By The  
Office of The City Clerk



# 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 directly 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**

Jim Paxino Pacific Excavation Inc.

Name of Contractor

9796 Kent Street Elk Grove, Ca. 95624

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.

Prescilla Gastelum  
Signature of Authorized Representative

10/25/05  
Date

Prescilla Gastelum  
Print Name  
Corp. Secretary  
Title

SECTION 00-430 - LIST OF DESIGNATED SUBCONTRACTORS (INCLUDING SUPPLIERS)

Contract No: 5151 Project Name: Del Paso Blvd Street Lightings Date: 10/26/05 Total Bid Amount: 6,144,330  
 Prime Contractor: Jim Paxin's Pacific Excavation Inc. Ph 2 Address: 97916 Kent Street Elk Grove, Ca 95624  
 Phone No.: (916) 686-2800 Fax Number: (916) 686-2800 E-mail Address: Ygreen@frontiernet.net MBE/WBE: NO  
 Fed. I.D. No.: 439-8585 Contractor License No.: 694400 License Type: C10-A

Subcontractor Name/Address Telephone Number	Description of Work by Subcontractor	Subcontract Amount	Subcontractor's State Contractor's License Number	M/WBE Category
Royal Electric (916) 428-0286 3131 52nd Ave S.W. Ca 95023	Partial Boring	\$60,000.00	357377	0
Rose Supply, San Marcos 951-763-9568	SL Poles - Lam Supplier	\$61,447.		

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.

Jesselle Castellum / Corp. Sec

THIS FORM MUST BE SUBMITTED WITH BID  
 Signature of Contractor/Title

Attach additional sheets if necessary.

M/WBE'S Contacted (Include Name of Business, Address, Phone, Name of Contact Person)	Date Notified	How Notified*				Bid			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			
Rose Supply 197 Woodland Plumb #104-110 SAN MARCOS, Ca. 92069 (951) 763-9588 Cheryl Rose	11-1-05	phone	✓		\$0,417	✓			<del>Rose Supply</del> Rose supply is a supply house.	

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

BIDDER'S SIGNATURE

*Marcelle Salas*

# BUSINESS ENTERPRISE CERTIFICATE

## ROSE SUPPLY COMPANY

197 WOODLAND PARKWAY #104-110  
SAN MARCOS, CA 92069

Owner: CHERYL ROSE

Business Structure: SOLE PROPRIETORSHIP

Programs: STATE MINORITY BUSINESS ENTERPRISE  
STATE WOMEN BUSINESS ENTERPRISE

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

\* 561499 All Other Business Support Services

\* Indicates primary NAICS code

**CERTIFYING AGENCY:**  
DEPARTMENT OF TRANSPORTATION  
1823 14TH STREET, MS 79  
SACRAMENTO, CA 95814 0000  
(916) 324-1700

Firm Number: 7421  
Renewal Date: January 1, 2007

  
RITA A. NELSON, CERTIFYING AGENCY REPRESENTATIVE  
January 26, 2005

**QUESTIONNAIRE**

**SECTION 00840-2**

(Submit with the bid.)

1. List Trades involved in this Contract:

\_\_\_\_\_ Laborers  
\_\_\_\_\_ operators  
\_\_\_\_\_ Electricians  
\_\_\_\_\_ Cement Masons

2. List work to be done in house:

\_\_\_\_\_ Entire contract  
\_\_\_\_\_  
\_\_\_\_\_

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

(PB) ~~By bid items~~, There was no work to divide for MBE/WBE. But we can purchase Equipment from a Supplier that is WBE. (Rose Supply)

A. Was the work divided into all the individual subtrades? / If not, then why?

\_\_\_\_\_ ~~Yes~~ No, All work was electrical  
\_\_\_\_\_  
\_\_\_\_\_

B. Was the work divided into separate material and services? / If so, then list them:

\_\_\_\_\_ Yes  
\_\_\_\_\_  
\_\_\_\_\_

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.)

\_\_\_\_\_ Plans & Specs  
\_\_\_\_\_  
\_\_\_\_\_

**QUESTIONNAIRE**

**SECTION 00840-2**

- 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.)

10/12/05 Contacted Sadea at SHRA M/WBE Coordinator for outreach list. They were unable to send us one for license C61 Category DOA per Darren on 10/13/05. The job had no work for subcontractors. All work was electrical

- 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.

plans & specs

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

N/A.

**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: Yveselle Sastrom

Date: 10/25/05

County where signed: Sacramento

## 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:  
694400 8/31/06

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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**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 Belmont, California, on 10/25/05  
(Location) (Date)

Signature: Prescilla Castellan

Print name: Prescilla Castellan

Title: Corporate Secretary

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

ADDENDUM #1 DATE: 10/10/05

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DEL PASO BLVD STREET LIGHTING REPLACEMENT - PHASE II  
(PN: S151)  
(Addendum #1)

Item #1 - Replace Invitation to Bid with revised attachment

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, City Hall, 1<sup>st</sup> Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of 2:00 PM on October 26, 2005 and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

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

as set forth in the Contract Documents

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

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

Copies of the Contract Documents are available at

CENTURY GRAPHICS  
3479 ORANGE GROVE AVENUE  
NORTH HIGHLANDS, CA 95660  
916-972-0606

A non-refundable fee of \$35.00 will be charged

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3 60 180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-5524.

Pursuant to Sacramento City Code Section 3 60 250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3 60 460 through 3 60 560 of the Sacramento City Code. Bid protests that do not comply with Sections 3 60 460 through 3 60 560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3 60 460 through 3 60 560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1<sup>st</sup> Floor, Sacramento, CA 95814.

**ADDENDUM #2 DATE: 10/25/05**

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

**ITEM 1: Bid Due Date:**

The bid due date has been changed from October 26, 2005 to **November 2, 2005, 2:00 P.M., Wednesday, at: Historic City Hall, 915 I Street, 2<sup>nd</sup> Floor, Sacramento, CA 95814.**

**ITEM 2: Addition to Special Provisions:**

**1.1 - SCOPE AND LOCATION OF WORK**

Add the following:

*The City of Sacramento is providing the ornamental streetlights for this project. Streetlights are anticipated to be shipped from the Union Metal Corporation in April 2006. If the streetlight poles arrive earlier than the anticipated date, the contractor shall install the poles upon arrival.*

SCHEDULE OF VALUES

JOB NAME: DEL PASO BLVD STREET LIGHTING REPLACEMENT (PN: SI51)

BI-ITEM #1

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT
ORNAMENTAL STREET LIGHT (CF) WITH FOUNDATION	57	\$1,750.00	EA	\$99,750.00
#5 PULL BOXES	57	\$300.00	EA	\$17,100.00
#6 THW WIRE	5700	\$500.00	M	\$2,850.00
#10 THW SIGNAL WIRE	1500	\$400.00	M	\$600.00

SUB TOTAL \$120,300.00

BI-ITEM #2

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT
TYPE "A" STREETLIGHTS WITH FOUNDATIONS	24	\$4,710.00	EA	\$113,040.00
SERVICES WITH FOUNDATIONS	2	\$3,850.00	EA	\$7,700.00
#5 PULL BOXES	29	\$300.00	EA	\$8,700.00
#6 PULL BOXES	4	\$400.00	EA	\$1,600.00
#6 THW WIRE	21800	\$500.00	M	\$10,900.00
#10 THW WIRE	4750	\$400.00	M	\$1,900.00
#1 THW WIRE	250	\$1,500.00	M	\$375.00
2" UNDERGROUND CONDUIT SYSTEM	5610	\$27.00	LF	\$151,470.00
4" UNDERGROUND CONDUIT SYSTEM	190	\$29.00	LF	\$5,510.00
DETECTOR HANDHOLES	5	\$350.00	EA	\$1,750.00
LOOP DETECTORS	13	\$350.00	EA	\$4,550.00
RC STREETLIGHTS INC FA	26	\$500.00	EA	\$13,000.00

SUB TOTAL \$320,495.00

BI-ITEM #3

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT
TYPE "A" STREETLIGHTS WITH FOUNDATIONS	32	\$4,710.00	EA	\$150,720.00
SERVICES WITH FOUNDATIONS	4	\$3,850.00	EA	\$15,400.00
#5 PULL BOXES	51	\$300.00	EA	\$15,300.00
#6 PULL BOXES	7	\$400.00	EA	\$2,800.00
#8 THW WIRE	250	\$400.00	M	\$100.00
#6 THW WIRE	41250	\$500.00	M	\$20,625.00
#10 THW WIRE	9000	\$400.00	M	\$3,600.00
#14 THW WIRE	1500	\$300.00	M	\$450.00
#1 THW WIRE	250	\$1,500.00	M	\$375.00
2" UNDERGROUND CONDUIT SYSTEM	7850	\$27.00	LF	\$211,950.00
3" UNDERGROUND CONDUIT SYSTEM	330	\$28.00	LF	\$9,240.00
4" UNDERGROUND CONDUIT SYSTEM	60	\$29.00	LF	\$1,740.00
DETECTOR HANDHOLES	5	\$350.00	EA	\$1,750.00
LOOP DETECTORS	14	\$350.00	EA	\$4,900.00
RC STREETLIGHTS INC FA	36	\$500.00	EA	\$18,000.00

SUB TOTAL \$458,950.00

BI-ITEM #4

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT
N-48 PULL BOXES	11	\$1,210.00	EA	\$13,310.00
#10 THW WIRE	7750	\$400.00	M	\$3,100.00
2" UNDERGROUND CONDUIT SYSTEM	7000	\$21.00	LF	\$147,000.00

SUB TOTAL \$183,410.00

BI-ITEM #5

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT
SERVICES WITH FOUNDATIONS	2	\$3,850.00	EA	\$7,700.00
#5 PULL BOXES	21	\$300.00	EA	\$6,300.00
#10 THW WIRE	3250	\$400.00	M	\$1,300.00
#6 THW WIRE	13000	\$500.00	M	\$6,500.00
#1 THW WIRE	250	\$1,500.00	M	\$375.00
2" UNDERGROUND CONDUIT SYSTEM	3000	\$21.00	LF	\$63,000.00

SUB TOTAL \$85,175.00

GRAND TOTAL \$1,146,330.00