

FILED

JAN 25 2005

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

By The
 Office of The City Clerk

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

**37th STREET RECONSTRUCTION PROJECT
 (PN:TV41)**

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	\$ <u>40.⁰⁰</u>	\$ <u>40.⁰⁰</u>
2	Potholing	3	CY	\$ <u>4,000.⁰⁰</u>	\$ <u>12,000.⁰⁰</u>
3	Clearing and Grubbing	1	LS	\$ <u>38,300.⁰⁰</u>	\$ <u>38,300.⁰⁰</u>
4	Roadway Excavation and Grading	710 (F)	CY	\$ <u>89.⁰⁰</u>	\$ <u>63,190.⁰⁰</u>
5	Unsuitable Material to Remove and Replace	500	TON	\$ <u>25.⁵⁰</u>	\$ <u>12,750.⁰⁰</u>
6	Geogrid Material to Place	1000	SY	\$ <u>7.⁰⁰</u>	\$ <u>7,000.⁰⁰</u>
7	Asphalt Concrete to Place	220	TON	\$ <u>106.⁰⁰</u>	\$ <u>23,320.⁰⁰</u>
8	Aggregate Base Class 2 to Place	1300	TON	\$ <u>33.⁰⁰</u>	\$ <u>42,900.⁰⁰</u> KL
9	Sidewalk, 3-1/2" PCC, To Construct	1200	SF	\$ <u>9.⁶⁰</u>	\$ <u>11,520.⁰⁰</u>
10	Commercial Driveways to Construct	250	SF	\$ <u>5.⁰⁰</u>	\$ <u>1,250.⁰⁰</u>
11	Residential Driveways to Construct	350	SF	\$ <u>5.⁰⁰</u>	\$ <u>1,750.⁰⁰</u>
12	Curb & Gutter No. 4 to Construct	375	LF	\$ <u>25.⁰⁰</u>	\$ <u>9,375.⁰⁰</u>
13	Modified Curb & Gutter No. 13 to Construct	150	LF	\$ <u>25.⁰⁰</u>	\$ <u>3,750.⁰⁰</u>
14	Drain Inlet, Modified Type B, to Construct	4	EA	\$ <u>2,860.⁰⁰</u>	\$ <u>11,440.⁰⁰</u>

GRANITE CONSTRUCTION

15	C-900 PVC 10" Drainage Pipe to Place	70	LF	\$ <u>230.⁰⁰</u>	\$ <u>16,100.⁰⁰</u>
16	Six-Inch (6") Diameter Water Main to Furnish and Install	230	LF	\$ <u>190.⁰⁰</u>	\$ <u>43,700.⁰⁰</u>
17	Six-Inch (6") Diameter Gate Valve to Install	4	EA	\$ <u>2,000.⁰⁰</u>	\$ <u>8,000.⁰⁰</u>
18	Valve Box and Cover to Install	1	EA	\$ <u>645.⁰⁰</u>	\$ <u>645.⁰⁰</u>
19	Water Valve Box to Lower	4	EA	\$ <u>310.⁰⁰</u>	\$ <u>1,240.⁰⁰</u>
20	Water Valve Box to Raise	4	EA	\$ <u>546.⁰⁰</u>	\$ <u>2,184.⁰⁰</u>
21	Maintenance Hole Head to Lower	4	EA	\$ <u>588.⁰⁰</u>	\$ <u>2,352.⁰⁰</u>
22	Maintenance Hole Head to Raise	4	EA	\$ <u>710.⁰⁰</u>	\$ <u>2,840.⁰⁰</u>
23	Maintenance Hole Head Casting to Supply	1	EA	\$ <u>715.⁰⁰</u>	\$ <u>715.⁰⁰</u>
24	Existing Water Service to Remove and Replace	2	EA	\$ <u>3,900.⁰⁰</u>	\$ <u>7,800.⁰⁰</u>
25	Standard Fire Hydrant to Remove and Replace	2	EA	\$ <u>3,500.⁰⁰</u>	\$ <u>7,000.⁰⁰</u>
26	Sewer Service Cleanout to Relocate	2	EA	\$ <u>2,700.⁰⁰</u>	\$ <u>5,400.⁰⁰</u>
27	Sprinkler System to Relocate	1	LS	\$ <u>4,500.⁰⁰</u>	\$ <u>4,500.⁰⁰</u>
28	Fifteen-Gallon Trees to Place	3	EA	\$ <u>350.⁰⁰</u>	\$ <u>1,050.⁰⁰</u>
29	Landscape Maintenance	6	Month	\$ <u>325.⁰⁰</u>	\$ <u>1,950.⁰⁰</u>
30	Street Light Installation	1	LS	\$ <u>25,195.⁰⁰</u>	\$ <u>25,195.⁰⁰</u>
31	Signs to Place	6	EA	\$ <u>150.⁰⁰</u>	\$ <u>900.⁰⁰</u>
32	Reflective Pavement Markers	10	EA	\$ <u>10.⁰⁰</u>	\$ <u>100.⁰⁰</u>
33	Thermoplastic Traffic Striping	180	LF	\$ <u>6.³⁰</u>	\$ <u>1,134.⁰⁰</u>
34	Thermoplastic Traffic Markings	22	SF	\$ <u>6.⁰⁰</u>	\$ <u>132.⁰⁰</u>
(F) – Denotes Final Pay Quantity					
				TOTAL	\$ <u>371,522.⁰⁰</u>

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the 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 **Fourty (40)** 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.

A Schedule of Values for lump sum traffic signal or street lighting bid items must be included with the bid. Otherwise, the bid will be deemed non-responsive

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

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

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

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

Add. # 1 DATE JANUARY 20, 2006 - RECEIVED 1/25/06
Add. # _____ DATE _____
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:

(\$ Ten Percent (10%) of) not less than ten percent (10%) of amount Bid Proposal
Bid Amount

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

CONTRACTOR: GRANITE CONSTRUCTION COMPANY

By [Signature]
(Signature)

R.C. Allbritton
(Print or Type)

Title Vice President

Address P.O. Box 50085, Watsonville, CA 95077

Telephone No. 831-724-1011

Fax No. 831-768-4021

SEE ATTACHED CERTIFICATE OF
SECRETARY

Date January 25, 2006

Contractor's Licenses No. 89 Type A

Expiration Date 05/31/07

Tax I. D. Nos.-Fed 94-0519552 State California

City of Sacramento Business Operation Tax Certificate No. 797

(City will not award contract if Certificate Number is missing)

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Michael Futch, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on January 17, 2005 by unanimous written consent and without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted at said meeting have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that effective January 17, 2005, the below listed individuals are authorized to execute documents and agreements in connection with the operations of this Company:

David H. Watts	Chairman of the Board
William G. Dorey	President & CEO
Mark E. Boitano	Exec. Vice President & COO
William E. Barton	Sr. Vice President, CFO, Corp Compliance Officer & Asst Secy
Michael F. Donnino	Sr. Vice President, HCD Mgr & Asst Secy
James H. Roberts	Sr. Vice President, Branch Division Mgr & Asst Secy
Michael Futch	Vice President, General Counsel & Secretary
Roxane C. Allbritton	Vice President, Treasurer, Asst Financial Officer & Asst Secy
Darryl W. Goodson	Vice President, HCD Asst Mgr & Asst Secy
Brian C. Kaub	Vice President, HCD Asst Mgr & Asst Secy
Randy J. Kremer	Vice President, Branch Division Mgr of Construction Materials & Asst Secy
John A. Franich	Vice President, Branch Division Mgr of Construction & Asst Secy
Mary McCann-Jenni	Vice President, Asst Financial Officer, Controller & Asst Secy
David R. Grazian	Director of Corporate Taxation & Asst Secy

RESOLVED FURTHER, that the authority provided herein is subject to the limits of corporate authority previously approved.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED FURTHER, that effective January 17, 2005, the below listed individuals are authorized to attest documents and agreements in connection with the operations of this Company:

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 no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below

EXCEPTION:	N/A	
Date	Violation Type	Place of Occurrence

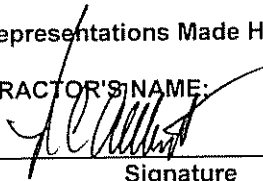
If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION 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: GRANITE CONSTRUCTION COMPANY

BY:  /R.C. Allbritton, Vice President Date: January 25, 2006

Signature

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3 54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento, (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property, or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration

"Employee Benefits" means bereavement leave, disability, life, and other types of insurance, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, vacation, travel benefits, and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

GRANITE CONSTRUCTION COMPANY

Name of Contractor

P.O. Box 50085, Watsonville, CA 95077

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- i In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City

6. I understand that failure to comply with the provisions of Section 5. (a) through 4 (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full, deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration

GRANITE CONSTRUCTION COMPANY

BY: 
Signature of Authorized Representative

January 25, 2006
Date

R.C. Allbritton
Print Name

Vice President
Title

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3 54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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.

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. 2004-433 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2004-433 by completing all of the questions contained in this questionnaire. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a responsible bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a responsible bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City, and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO. : 2004-433

DATE ADOPTED: June 8, 2004

QUESTIONNAIRE

NOTICE: All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years.

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

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

California License #89, A, B, C2, 8, 10, 12, 21, 27, 29, 31, 35, 36, 39, 42, 45, 50, 51, 57, HAZ Expires May 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

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

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

Not Applicable

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

* Bidder was working on a project in Southern California, Three Notices of Violations ("NOV") were received on a project being built by the Southern California Branch during a single inspection of the project site. One NOV was issued citing a compressor owned by Bidder, the second NOV was issued citing a generator owned by a subcontractor; and the third NOV was issued citing a pump that was owned by a rental company. Each NOV carried an assessment of \$250 for a total assessment of \$750. A single payment of \$750 was made.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor?

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

Yes

No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

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

Yes

No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

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

Yes

No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Watsonville, CA, on January 25, 2006
(Location) (Date)

Signature: 

Print name: Mary McCann-Jenni

Title: Vice President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

SCHEDULE OF VALUES

JOB NAME: 37TH STREET RECONSTRUCTION (PN: TV41)

ITEM: 1

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
STREETLIGHT FOUNDATIONS	3	\$900.00	EA	\$2,700.00
SERVICE FOUNDATION	1	\$350.00	EA	\$350.00
STREETLIGHTS	3	\$2,724.00	EA	\$8,172.00
SERVICE PEDESTAL	1	\$3,138.00	EA	\$3,138.00
INSTALL CONDUIT SYSTEM	460	\$10.00	LF	\$4,600.00
2" CONDUIT	460	\$3.50	LF	\$1,610.00
#14 CONDUCTOR	250	\$0.70	LF	\$175.00
#10 CONDUCTOR	500	\$0.90	LF	\$450.00
#6 CONDUCTOR	1000	\$1.30	LF	\$1,300.00
#1 CONDUCTOR	250	\$2.00	EA	\$500.00
#5 PULL BOXES	4	\$350.00	EA	\$1,400.00
#6 PULL BOXES	2	\$400.00	EA	\$800.00

CONTRACT AMOUNT

\$25,195.00

Product Specification - Structural Geogrid BX1200

The structural geogrid shall be an integrally formed grid structure manufactured of a stress resistant polypropylene material with molecular weight and molecular characteristics which impart: (a) high resistance to loss of load capacity or structural integrity when the geogrid is subjected to mechanical stress in installation; (b) high resistance to deformation when the geogrid is subjected to applied force in use; and (c) high resistance to loss of load capacity or structural integrity when the geogrid is subjected to long-term environmental stress.

The structural geogrid shall accept applied force in use by positive mechanical interlock (i.e. by direct mechanical keying) with: (a) compacted soil or construction fill materials; (b) contiguous sections of itself when overlapped and embedded in compacted soil or construction fill materials; and (c) rigid mechanical connectors such as bobbins, pins or hooks. The structural geogrid shall possess sufficient cross sectional profile to present a substantial abutment interface to compacted soil or particulate construction fill materials and to resist movement relative to such materials when subject to applied force. The structural geogrid shall possess sufficient true initial modulus to cause applied force to be transferred to the geogrid at low strain levels without material deformation of the reinforced structure. The structural geogrid shall possess complete continuity of all properties throughout its structure and shall be suitable for reinforcement of compacted soil or particulate construction fill materials to improve their long term stability in structural load bearing applications such as earth retention systems. The structural geogrid shall otherwise have the following characteristics:

Product Type: Integrally Formed Structural Geogrid
Load Transfer Mechanism: Positive Mechanical Interlock

Product Properties

Index Properties	Units	MDV Values ¹	XMD Values ¹
• Aperture Dimensions ²	mm (in)	27 (1.0)	33 (1.3)
• Minimum Rib Thickness ²	mm (in)	1.27 (0.05)	1.27 (0.05)
Load Capacity			
• True Initial Modulus in Use ³	kN/m(lb/ft)	400 (27,420)	650 (44,550)
• True Tensile Strength @2% Strain ⁴	kN/m(lb/ft)	6 (410)	9.0 (620)
• True Tensile Strength @5% Strain ⁴	kN/m(lb/ft)	11.3 (810)	19.8 (1,340)
Structural Integrity			
• Junction Efficiency ⁵	%	93	
• Flexural Stiffness ⁶	mg-cm	700,000	
• Aperture Stability ⁷	kg-cm/dog	0.6	
Durability			
• Resistance to Installation Damage ⁸	%SC / %SW / %GP	98 / 99 / 98	
• Resistance to Long Term Degradation ⁸	%	100	

Dimensions and Delivery

The structural geogrid shall be delivered to the jobsite in roll form with each roll individually identified and nominally measuring 9.0 meters (9.8 feet) or 4.0 meters (13.1 feet) in width and 50.0 meters (164 feet) in length. A typical truckload quantity is 165 to 220 rolls. On special request, the structural geogrid may also be custom cut to specific lengths or widths to suit site specific engineering designs.

Notes

1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D-758. Brief descriptions of test procedures are given in the following notes. Complete descriptions of test procedures are available on request from Tenar Earth Technologies, Inc.
2. Nominal Dimensions.
3. True resistance to elongation when initially subjected to a load measured via ASTM D6637 without deforming test materials under load before measuring such resistance or employing "secant" or "offset" tangent methods of measurement so as to overstate tensile properties.
4. Load transfer capability measured via GRI-GG2-87. Expressed as a percentage of ultimate tensile strength.
5. Resistance to bending force measured via ASTM D-5732-95, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder"), and of length sufficiently long to enable measurement of the overhang dimension. The overall Flexural Stiffness is calculated as the square root of the product of machine and cross-machine direction Flexural Stiffness values.
6. Resistance to in-plane rotational movement measured by applying a 20 kg-cm moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter (U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity).
7. Resistance to loss of load capacity or structural integrity when subjected to mechanical installation stress in clayey sand (SC), well graded sand (SW), and crushed stone classified as poorly graded gravel (GP). The geogrid shall be sampled in accordance with ASTM D5018 and load capacity shall be measured in accordance with ASTM D6637.
8. Resistance to loss of load capacity or structural integrity when subjected to chemically aggressive environments measured via EPA 9090 immersion testing.

Tenar Earth Technologies, Inc.
5283 Glenridge Drive, Suite 200
Atlanta, Georgia 30328-8383
(800) 836-7271

February 1, 2003

This product specification supersedes all prior specifications for the product described above and is not applicable to any products shipped to jobsites prior to February 1, 2003.

BID PROPOSAL CHECKLIST

The following items are required to be submitted as part of your bid proposal. Failure to do so will result in your bid being declared not responsive.

Included <u>Please (√)</u>	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 – 5
<input checked="" type="checkbox"/> Bid Proposal Guarantee	1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification	1 only
<input checked="" type="checkbox"/> E/SBE Subcontractor Form	1 only
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input checked="" type="checkbox"/> Minimum Qualifications Questionnaire	1 – 6
<input checked="" type="checkbox"/> Schedule of Values for Electrical Items*	

* Bidder generated document