

FILED

JAN 25 2005

By The
 Office of The City Clerk

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

**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	\$ 4000	\$ 4000
2	Potholing	3	CY	\$ 1000	\$ 3000
3	Clearing and Grubbing	1	LS	\$ 15000	\$ 15000
4	Roadway Excavation and Grading	710 (F)	CY	\$ 120	\$ 85,200
5	Unsuitable Material to Remove and Replace	500	TON	\$ 100	\$ 50,000
6	Geogrid Material to Place	1000	SY	\$ 10	\$ 10,000
7	Asphalt Concrete to Place	220	TON	\$ 175	\$ 38,500
8	Aggregate Base Class 2 to Place	1300	TON	\$ 85	\$ 110,500
9	Sidewalk, 3-1/2" PCC, To Construct	1200	SF	\$ 10	\$ 12,000
10	Commercial Driveways to Construct	250	SF	\$ 15	\$ 3750
11	Residential Driveways to Construct	350	SF	\$ 12	\$ 4200
12	Curb & Gutter No. 4 to Construct	375	LF	\$ 30	\$ 11,250
13	Modified Curb & Gutter No. 13 to Construct	150	LF	\$ 45	\$ 6750
14	Drain Inlet, Modified Type B, to Construct	4	EA	\$ 2500	\$ 10,000

VANGUARD CONSTRUCTION

15	C-900 PVC 10" Drainage Pipe to Place	70	LF	\$ <u>120</u>	\$ <u>8,400</u>
16	Six-Inch (6") Diameter Water Main to Furnish and Install	230	LF	\$ <u>100</u>	\$ <u>23,000</u>
17	Six-Inch (6") Diameter Gate Valve to Install	4	EA	\$ <u>1500</u>	\$ <u>6,000</u>
18	Valve Box and Cover to Install	1	EA	\$ <u>700</u>	\$ <u>700</u>
19	Water Valve Box to Lower	4	EA	\$ <u>700</u>	\$ <u>2,800</u>
20	Water Valve Box to Raise	4	EA	\$ <u>700</u>	\$ <u>2,800</u>
21	Maintenance Hole Head to Lower	4	EA	\$ <u>700</u>	\$ <u>2,800</u>
22	Maintenance Hole Head to Raise	4	EA	\$ <u>700</u>	\$ <u>2,800</u>
23	Maintenance Hole Head Casting to Supply	1	EA	\$ <u>400</u>	\$ <u>400</u>
24	Existing Water Service to Remove and Replace	2	EA	\$ <u>1600</u>	\$ <u>3,200</u>
25	Standard Fire Hydrant to Remove and Replace	2	EA	\$ <u>5,500</u>	\$ <u>11,000</u>
26	Sewer Service Cleanout to Relocate	2	EA	\$ <u>1,500</u>	\$ <u>3,000</u>
27	Sprinkler System to Relocate	1	LS	\$ <u>5,500</u>	\$ <u>5,500</u>
28	Fifteen-Gallon Trees to Place	3	EA	\$ <u>600</u>	\$ <u>1,800</u>
29	Landscape Maintenance	6	Month	\$ <u>500</u>	\$ <u>3,000</u>
30	Street Light Installation	1	LS	\$ <u>30,000</u>	\$ <u>30,000</u>
31	Signs to Place	6	EA	\$ <u>200</u>	\$ <u>1,200</u>
32	Reflective Pavement Markers	10	EA	\$ <u>12</u>	\$ <u>120</u>
33	Thermoplastic Traffic Striping	180	LF	\$ <u>7</u>	\$ <u>1,260</u>
34	Thermoplastic Traffic Markings	22	SF	\$ <u>10</u>	\$ <u>220</u>

(F) – Denotes Final Pay Quantity

TOTAL \$ 474,150 -

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 _____
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.

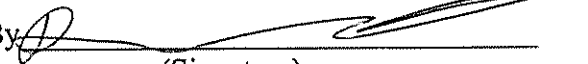
If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By 
(Signature)

Dominic Spasich
(Print or Type)

Title operations Manager

Address 1010 35th Ave

Telephone No. 310-261-5700

Fax No. 310-261-386

Date 1/25/06

Contractor's Licenses No. 732109 Type A, B, C-E

Expiration Date 07/07

Tax I. D. Nos.-Fed 94-3258528 State CA

City of Sacramento Business Operation Tax Certificate No. _____

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



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ROOM 2000
SACRAMENTO CA
95814-2702

ENGINEERING SERVICES
DIVISION

PH 916-808-8300
FAX 916-808-8281

**37th STREET RECONSTRUCTION PROJECT
(PN: TV41)
(Addendum #1)**

January 20, 2005

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Zuhair Amawi at (916) 808-7620.

Very truly yours,

Jose Ledesma
Administrative Technician
Contract Services

Enclosure

c: Distribution List
Planholders

ADDENDUM #1 DATE: 01/20/05

37th STREET RECONSTRUCTION PROJECT
PROJECT NO: (PN: TV41)

Item #1 Ref: Special Provisions, Section No. 3- Items of the Proposal, REPLACE ITEM NO. 7 with the following item:

ITEM NO. 7 -- ASPHALT CONCRETE TO PLACE

This item shall consist of furnishing, placing and compacting asphaltic concrete surfacing at locations designated in the "Scope of Work" in conformity with Section 13, 17, 19, and 22 of the Standard Specifications, Sections 19, 39 and Section 92 of the State's Standard Specifications, these Special Provisions and as directed by the Engineer.

This item shall include the cost of constructing conforms at the beginning and ending limits of the street as shown on the plans and where directed by the Engineer. The item shall also include the cost of driveway conforms at a maximum 10:1 slope, or as shown on the plans. The area around reconstructed driveways shall be finish graded as directed by the Engineer.

1. The Contractor shall use a thirty foot (30') leveling ski on the free floating edge of the paving machine unless otherwise approved.
2. Paving work shall be continuous non-stop operation with delivery trucks arriving in a uniform manner.
3. The Contractor shall submit to the Engineer a written construction plan to be used for every street segment throughout the project. This plan shall include: sweeping and cleaning equipment, paving equipment and speed; breakdown and finish roller type; roller speed and number of passes required; amplitude and period of roller vibration (if used); truck haul route; number of trucks and rate of material delivery.
No paving will be allowed until the written construction plan is approved.
4. Tack coats shall be in conformance with the requirements of Section 39 "Paint Binder (tack coat)" of the State Specifications. A tack coat shall be applied to all planed surfaces, paved surfaces to be resurfaced, vertical surfaces of existing pavements, curbs, gutters, and construction joints, and other surfaces as directed by the Engineer.
5. Tack coats shall be SS-1 asphalt emulsion unless otherwise approved. The proportion of SS-1 and water shall be 80/20, or as determined by the engineer, and shall be applied to the surface at an application rate from .02 to 0.10 gallons per square yard. Typical application rates vary from .05 gallons per square yard for smooth finished surfaces to .10 gallons per square yard for planed pavement surfaces.

6. Prior to applying tack coat, the street surface shall be swept clean by brooming or washed clean to the satisfaction of the Engineer. The length of the tack coat placed in advance of the paving operation shall be determined by the Engineer to minimized degradation of the tack coat by vehicular traffic. Under cold weather conditions, the Engineer may approve the use and application rate of Performance Graded PG 64-10 paving asphalt as a tack coat.
7. The material shall be brought to the site of the work in suitable vehicles so equipped that they will operate properly with the spreading equipment being used. The Engineer shall have the right to remove any vehicle from service which is not operating satisfactorily in the spreading of the material. Tarpaulins shall be provided for all trucks and shall be used whenever the Engineer may direct.
8. Asphaltic concrete shall not be placed on a wet base or subgrade, and the ambient air temperature shall be 50°F. and rising. The temperature of the mix shall not exceed 325°F. nor shall it be laid at a temperature below 260°F unless specifically authorized by the Engineer.
9. When placing an adjacent pass, asphalt concrete shall be placed when the temperature of the adjacent pass is above 120°F.
10. The actual asphalt concrete thickness shall not vary more than one-quarter inch (1/4") from the nominal thickness specified. At gutter lips the finished grade of asphaltic concrete shall be slightly higher than the top of the lip but shall not exceed a maximum height of 1/2 " above the lip.
11. Asphaltic concrete shall be placed in two lifts. The bottom lift shall be two (2) inches thick Type A, 3/4" maximum, coarse conforming to Section 39 of the State Standard Specifications. The top lift shall be two (2) inches thick Type A, 1/2" maximum, coarse conforming to Section 39 of the State Standard Specifications. Asphalt binder to be mixed with the aggregate shall be performance graded asphalt binder PG 64-10 and shall conform to Section 92-1.02(B). At least ten (10) days prior to the start of placement of asphalt concrete, the Contractor shall provide a job-mix formula showing conformance to the specifications. This submittal shall provide all laboratory test results for each binder content required to produce the job-mix formula. The Contractor shall designate the "target asphalt content" for each mix submitted.
12. Placement of asphaltic concrete shall not occur until the Contractor has received approval of the job-mix formula submitted in accordance with Section 22-1 of the Standard Specifications, and these Special Provisions.
13. Where directed by the Engineer, suitable feathered connections to existing pavement shall be made using a No. 4 maximum grading aggregate or a 3/8" maximum grading aggregate, in conformance with State Specifications, Section 39.
14. Transverse paving joints shall be checked with a twelve-foot straight edge. When a twelve foot straight edge is placed across the transverse joint and parallel to the street centerline, the transition between finished surface and existing pavement shall not vary more than one-quarter inch (1/4") from the bottom of the straight edge.

The elevation difference between new and existing pavement at joints constructed where the work intersects existing cross-streets, and at asphaltic concrete curb ramps, shall not exceed 1/8". Conformance to this requirement shall be checked by measuring the elevation difference between the existing pavement and the bottom edge of a four foot (4') straight edge. The straight edge shall be placed on the new asphaltic concrete surface in a direction perpendicular to the street centerline, and with one end directly over the joint. It shall be held to the new pavement such that the greatest portion of its length abuts the pavement surface.

Any variations exceeding these limits or the tolerance requirements of Section 22-8 of the Standard Specifications, shall be corrected by a method approved by the Engineer. Heating of the asphalt directly with an open flame or blowtorch and re-raking will not be permitted. The Contractor shall make every effort to implement the corrective measures on the same day as the asphaltic concrete was placed, or as soon thereafter as is practicable.

When constructing paving joints between new and existing pavement, the larger aggregate, which segregates from the mix during raking, shall be raked off of the fresh mat, and shall be discarded. All such waste material from paving operations shall be removed from the site at the end of the day.

15. Longitudinal paving joints shall coincide with the edges of proposed traffic lanes, except that on streets in which traffic striping tape is to be inlaid, longitudinal joints shall be constructed at a one foot (1') offset from the lane line. The Engineer may permit other patterns of placing longitudinal joints if he considers that such patterns will not adversely affect the quality of the finished product. Longitudinal joints shall not coincide with the wheel paths of traffic.
16. Spreading and compacting requirements shall be in conformance with Section 39 of the State Specifications except as noted herein. Compaction shall be subject to density testing in accordance with California Test Methods 304 and 308.
17. Contractor shall furnish a minimum of two (2) ten (10) ton steel wheel rollers and one (1) twelve (12) ton pneumatic tired roller unless otherwise approved by the Engineer. Vibratory rollers may be substituted when approved by the Engineer. At major intersections a third roller shall be used when directed by the Engineer. The initial vibrating or breakdown rolling of surface course shall be followed by additional rolling consisting of three (3) complete coverage with a pneumatic-tire roller, while the temperature of the mixture is at or above 150° F. The final rolling of surface course shall be performed with a ten (10) ton, two (2) axle tandem roller.
18. Asphalt concrete shall be compacted between a minimum of 92 percent and a maximum of 97 percent of Maximum Theoretical Density as determined by the American Society of Testing Materials (ASTM) D-2041 and in accordance with Section 22-8 of the Standard Specifications. Where the specified thickness of AC to be placed exceeds three inches (3"), or where directed by the Engineer, compaction shall be achieved in two equal lifts. Compaction around the ends of median islands shall be achieved by the use of a hand operated vibrating plate type compaction device immediately after placement of the asphaltic concrete.

19. When a straightedge twelve feet (12') long is laid on the finished surface and parallel with the center line, the surface shall not vary more than 0.01-foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02-foot are present when tested with a straightedge twelve feet (12') long laid in a direction transverse to the center line and extending from edge to edge of a twelve foot (12') traffic lane. Contractor shall conform to the tolerance requirements of this specification unless otherwise approved by the Engineer in writing prior to the start of work. Contractor shall request information regarding tolerances for streets having a parabolic section prior to the start of work.

20. Pavement surface shall be deemed unacceptable should the surface hold water, the pavement ravels, an uneven gradation of mix be visible, cracking occurs, or roller creases are present during rolling. Pavement shall be removed by surface planing (a minimum depth of one and one-half inches (1½") when using one-half inch (½") mix, and two inches (2") inches when using three-quarter inch mix), and repaved to the satisfaction of the Engineer. Areas to be removed and replaced will be determined by the Engineer. Should a significant amount of surface be deemed unacceptable, the entire travel lane shall be resurfaced. A series of spot patches will not be accepted. The mix design used during resurfacing shall be the same as the adjacent pavement.

21. Pursuant to Section 5-14 of these Specifications, the Engineer will have the right and authority, but shall not be obligated, to retain imperfect work instead of requiring the imperfect work to be removed and reconstructed. Patch paving of imperfect work will not be allowed, and the amount of the deduction shall be based on full travel lane widths from beginning to end of the work limits or two nearest intersections as determined by the Engineer.

22. Pavement density will be determined by comparing the average density of cores taken from the compacted pavement to the maximum theoretical density as determined by ASTM D 2041. As required by the Engineer, the pavement will be inspected on a lot basis. A lot will consist of either five hundred (500) tons of asphalt for a surfacing project or four hundred (400) lineal feet of pavement for a trenching project. One sample shall be taken from each lot on a random basis. One laboratory-compacted specimen shall be prepared from each lot.

Cores for determining the density of compacted pavement will be taken on a lot basis with a minimum of three cores per lot. The density of each core shall be determined per ASTM D 2726-89. The cores shall be four inches (4") in diameter.

Contractor shall plug core holes taken by the material tester with asphalt compacted greater than ninety percent (90%) of relative compaction if cores are taken the same day as the contractor's paving operations. The core holes shall be plugged prior to the end of the workday. If required to facilitate the taking of cores, the contractor shall leave lane closures in place for a reasonable period of time (approximately thirty minutes after pavement has cooled enough to drive on).

23. All travel lanes shall be paved substantially equal at the end of the day.

24. For all asphalt pavement subject to acceptance testing, the lot will be paid for using the following pay factors:

In Place relative Compaction	Payment Factor
97.1% or higher (over-asphalted mix)	90%
92% – 97%	100%
89%-91.9% (marginal air voids)	85%
88.9% or less (unacceptable air voids)	Not acceptable (60% if otherwise approved)

The amount paid shall be at the unit price bid times the pay factor. For lots with average densities of 91.9% or less, the Engineer reserves the right to deem the lot as not acceptable and require the work to be removed and reconstructed. Unless otherwise approved by the Engineer, lots with average densities of less than 89% relative compaction shall be removed and reconstructed.

Payment shall be made at the unit price bid per ton of asphalt concrete placed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in placing asphalt concrete overlay as specified in these Special Provisions and as directed by the Engineer.

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: _____

Date	Violation Type	Place of Occurrence
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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: VANGUARD

BY: [Signature] _____ Date: 1/25/06

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**

VANSONARD
Name of Contractor

1010 39th Ave Oakland
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.


Signature of Authorized Representative

1/26/05
Date

Dominic Spolito
Print Name

OPERATION MANAGER
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,

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:

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes No

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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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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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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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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 _____, on _____
(Location) (Date)

Signature: _____

Print name: _____

Title: _____

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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