

JAN 18 2006

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA

By The
 Office of The City Clerk

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

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

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	3,500 ⁰⁰	3,500 ⁰⁰
2	Water Pollution Control	1	LS	15,000 ⁰⁰	15,000 ⁰⁰
3	Unsuitable Material to Remove and Replace	200	M3	50 ⁰⁰	10,000 ⁰⁰
4	Potholing	16	M3	600 ⁰⁰	9,600 ⁰⁰
5	Fence to Remove	12	M	166 ⁰⁰	1,992 ⁰⁰
6	Metal Beam Guard Railing to Remove	10	M	200 ⁰⁰	2,000 ⁰⁰
7	Traffic Stripe (Yellow) To Remove	52	M	77 ⁰⁰	4,004 ⁰⁰
8	Traffic Stripe and Pavement Marking (White) To Remove	763	M	11 ⁰⁰	8,393 ⁰⁰
9	Pavement Marker To Remove	133	EA	3.30 ⁰⁰	438.90 ⁰⁰
10	Sign to Remove	13	EA	100 ⁰⁰	1,300 ⁰⁰
11	Asphalt Concrete Dike to Remove	185	M	15 ⁰⁰	2,775 ⁰⁰
12	Gutter Drain To Remove	2	EA	1,500 ⁰⁰	3,000 ⁰⁰
13	Ditch Box To Remove	1	EA	2,500 ⁰⁰	2,500 ⁰⁰
14	75mm (3") Backflow Preventer Assembly To Relocate	1	EA	6,500 ⁰⁰	6,500 ⁰⁰
15	Sign and Post To Relocate	14	EA	237 ⁰⁰	3,318 ⁰⁰

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
16	Adjust Water Valve Box To Grade	7	EA	750 ⁰⁰	5,250 ⁰⁰
17	Adjust Drop Inlet To Grade	1	EA	1,500 ⁰⁰	1,500 ⁰⁰
18	Adjust Maintenance Hole Head To Grade	3	EA	1,100 ⁰⁰	3,300 ⁰⁰
19	Irrigation Valve to Remove	6	EA	250 ⁰⁰	1,500 ⁰⁰
20	Cold Plane Asphalt Concrete Pavement	3,200	M2	11 ⁰⁰	35,200 ⁰⁰
21	Concrete Curb to Remove	26	M	20 ⁰⁰	520 ⁰⁰
22	Concrete Curb and Gutter to Remove	290	M	35 ⁰⁰	10,150 ⁰⁰
23	Concrete Sidewalk to Remove	10	M2	50 ⁰⁰	500 ⁰⁰
24	Clearing & Grubbing	1	LS	35,000 ⁰⁰	35,000 ⁰⁰
25	Roadway Excavation and Grading (F)	1,940	M3	65 ⁰⁰	126,100 ⁰⁰
26	Geogrid Material To Place	100	M2	10 ⁰⁰	1,000 ⁰⁰
27	Topsoil To Place	230	M3	55 ⁰⁰	12,650 ⁰⁰
28	Decomposed Granite Paving To Place	110	M2	41.80	4,598 ⁰⁰
29	Tree (15 Gallon Container) To Plant	43	EA	126.50	5,439.50
30	Shrub (1 Gallon Container) To Plant	322	EA	7.70	2,479.40
31	Shrub (5 Gallon Container) To Plant	44	EA	24.20	1,064.80
32	Groundcover (1 Gallon Container) To Plant	294	EA	7.70	2,263.80
33	Groundcover (2 Gallon Container) To Plant	495	EA	30.80	15,246 ⁰⁰
34	Mulch To Place	2,796	M2	6.60	18,453.60
35	Hydroseeding	367	M2	3.85	1,412.95
36	Plant Establishment (180 days)	1	LS	5,148 ⁰⁰	5,148 ⁰⁰
37	Header Board To Install	36	M	15.40	554.40
38	Concrete Mowband To Construct	22	M	45 ⁰⁰	990 ⁰⁰
39	Irrigation Crossover Conduit To Install	76	M	300 ⁰⁰	22,800 ⁰⁰

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
40	Automatic Irrigation System To Install	1	LS	51,500 ⁰⁰	51,500 ⁰⁰
41	380 MM (15") Diameter Welded Steel Pipe Conductor Casing To Install	22	M	450 ⁰⁰	9,900 ⁰⁰
42	200 MM (8") Diameter PVC C-900 Water Main To Install	24	M	500 ⁰⁰	12,000 ⁰⁰
43	Aggregate Base (Class 2) To Place	2,660	TONNE	55 ⁰⁰	146,300 ⁰⁰
44	Microsurfacing With Black Rock To Place	6,500	M2	5.95 ⁰⁰	38,675 ⁰⁰
45	Asphalt Concrete (Type A) To Place	1,150	TONNE	110 ⁰⁰	126,500 ⁰⁰
46	Asphalt Concrete Dike (Type A) To Install	55	M	60 ⁰⁰	3,300 ⁰⁰
47	Asphalt Concrete Dike (Type F) To Install	120	M	60 ⁰⁰	7,200 ⁰⁰
48	Remove Pavement (RT Grade Crossing)	118	M2	95 ⁰⁰	11,210 ⁰⁰
49	Roadside Sign to Place	54	EA	380 ⁰⁰	20,520 ⁰⁰
50	300mm (12") Diameter PVC Drain Lead To Install	20	M	425 ⁰⁰	8,500 ⁰⁰
51	300mm (12") Diameter PVC C-900 Drain Lead To Install	20	M	575 ⁰⁰	11,500 ⁰⁰
52	Encase Drain Lead With Concrete Covering	20	M	250 ⁰⁰	5,000 ⁰⁰
53	Drop Inlet , Type B, To Construct	1	EA	3,500 ⁰⁰	3,500 ⁰⁰
54	Storm Drain Maintenance Hole No. 3 To Construct	2	EA	11,500 ⁰⁰	23,000 ⁰⁰
55	Ditch Box to Construct	1	EA	4,500 ⁰⁰	4,500 ⁰⁰
56	Curb No. 14 To Construct	132	M	50 ⁰⁰	6,600 ⁰⁰
57	Curb No. 17 to Construct	125	M	65 ⁰⁰	8,125 ⁰⁰
58	Curb and Gutter No. 4 To Construct	115	M	35 ⁰⁰	4,025 ⁰⁰
59	Stamped Portland Cement Concrete To Construct	125	M2	225 ⁰⁰	28,125 ⁰⁰
60	Portland Cement Concrete Sidewalk To Construct	241	M2	125 ⁰⁰	30,125 ⁰⁰
61	Portland Cement Concrete Curb Ramp To Construct	51	M2	200 ⁰⁰	10,200 ⁰⁰
62	Truncated Dome Tile To Install	22	M2	1,000 ⁰⁰	22,000 ⁰⁰
63	Chain Link Fence (Type CL-1 I (3'-7")) To Construct	242	M	71.50 ⁰⁰	17,303 ⁰⁰

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
64	Swing Gate To Construct	2	SET	2,145 ⁰⁰	4,290 ⁰⁰
65	Object Marker To Place	9	EA	50 ⁰⁰	450 ⁰⁰
66	Metal Beam Guard Railing To Construct	120	M	173.80	20,856 ⁰⁰
67	Terminal Anchor Assembly (Type SFT) To Construct	1	EA	4,532 ⁰⁰	4,532 ⁰⁰
68	Sidewalk Barricade To Install	1	EA	330 ⁰⁰	330 ⁰⁰
69	Thermoplastic Pavement Marking (RT Pedestrian Crossing) To Place	1	LS	3,080 ⁰⁰	3,080 ⁰⁰
70	Thermoplastic Pavement Marking To Place	126	M2	49.80	6,237 ⁰⁰
71	Thermoplastic Traffic Stripe (100 mm White and Yellow) To Place	3,638	M	2.20	8,003 ⁶⁰
72	Thermoplastic Traffic Stripe (150 mm White and Yellow) To Place	35	M	3.30	115.50
73	Thermoplastic Traffic Stripe (200 mm White) To Place	787	M	4.40	3,462.80
74	Thermoplastic Traffic Stripe (300 mm White) To Place	189	M	6.60	1,247.40
75	Thermoplastic Traffic Stripe (600 mm White) To Place	34	M	16.50	561 ⁰⁰
76	Pavement Markers To Place	691	EA	5.50	3,800.50
77	Traffic Signal and Lighting To Install	1	LS	422,514 ⁰⁰	422,514 ⁰⁰
78	CCTV System To Install	1	LS	13,986.35	13,986.35
79	Interconnect To Install	1	LS	51,023 ⁵⁰	51,023 ⁵⁰
80	Regional Transit Grade Crossing System To Construct	40	M	1,110 ⁰⁰	44,400 ⁰⁰
81	Federal Trainee Program	1	LS	95,000 ⁰⁰	95,000 ⁰⁰
82	Mobilization	1	LS	190,000 ⁰⁰	190,000 ⁰⁰
RT CONTACT SYSTEM ITEMS					
83	OCS Pole Foundations	2	EA	24,200 ⁰⁰	48,400 ⁰⁰
84	OCS Poles	2	EA	15,400 ⁰⁰	30,800 ⁰⁰
85	OCS Cantilever Assemblies	2	EA	9,900 ⁰⁰	19,800 ⁰⁰
86	Transfer Existing OCS	1	LS	44,000 ⁰⁰	44,000 ⁰⁰
87	Removal of OCS Pole and Foundation	1	LS	4,400 ⁰⁰	4,400 ⁰⁰

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
	RT WAYSIDE SIGNALING AND HIGHWAY RAILROAD GRADE CROSSING WARNING SYSTEM ITEMS				
88	Engineering Design and Submittals	1	LS	214,500 ⁰⁰	214,500 ⁰⁰
89	Modify Existing Relay Case N118CB	1	LS	14,850 ⁰⁰	14,850 ⁰⁰
90	Modify Existing Relay Cases N138CB & N138RC	1	LS	14,850 ⁰⁰	14,850 ⁰⁰
91	Modify Existing Relay Case N162RC	1	LS	14,850 ⁰⁰	14,850 ⁰⁰
92	Modify Existing Relay Case N180RC	1	LS	14,850 ⁰⁰	14,850 ⁰⁰
93	Modify Existing Relay Case N182RC	1	LS	28,600 ⁰⁰	28,600 ⁰⁰
94	Modify Existing Relay Case N202RC	1	LS	14,850 ⁰⁰	14,850 ⁰⁰
95	Modify Existing Relay Case N216RC	1	LS	14,850 ⁰⁰	14,850 ⁰⁰
96	Modify Existing Relay Case 61RC	1	LS	18,700 ⁰⁰	18,700 ⁰⁰
97	Supply and Install Express Cable System	1	LS	438,900 ⁰⁰	438,900 ⁰⁰
98	Supply and Install Highway-Railroad Grade Crossing Warning System	1	LS	592,350 ⁰⁰	592,350 ⁰⁰
99	Construction Staging	1	LS	71,500 ⁰⁰	71,500 ⁰⁰
100	Remove and Salvage Existing Equipment	1	LS	44,000 ⁰⁰	44,000 ⁰⁰
101	Wayside Signal System Spare Parts	1	LS	66,000 ⁰⁰	66,000 ⁰⁰
102	Training	1	LS	10,450 ⁰⁰	10,450 ⁰⁰
103	Demonstration Testing	1	LS	33,000 ⁰⁰	33,000 ⁰⁰
(F) - Denotes Final Pay Quantity ***- Denotes Deduct Item					

TOTAL 3,625,439⁰⁰

A Schedule of Values for each electrical contract lump sum items of work on Traffic Signal Installation, CCTV System Installation and Interconnect Installation must be included with the bid. Otherwise, the bid will be deemed non-responsive.

The Contractor shall complete all work called for under the contract within the time set forth in these Special Provisions. The time limit for the completion of work is **Two Hundred Seventy (270) Calendar Days**. Should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of **ONE THOUSAND FIVE HUNDRED (\$1,500.00)** as liquidated damages and not as a penalty, for each calendar day delay after the expiration of each period described below until the final acceptance of the work by the City and its delivery to the City. **The targeted completion date of the project is November 30, 2006.**

Two Hundred Seventy (270) calendar days for the completion of all work.

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

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

Thirty (30) calendar days from the date on Notice to Proceed to submit the Contract Data Requirement List (CDRL) for RT Overhead Contact System. The Contractor shall pay to the City of Sacramento an administrative penalty of **\$200.00** per calendar day for each day the information is not provided within the required submittal period.

Sixty (60) calendar days from the date on Notice to Proceed to submit the CDRL for RT Highway-Railroad Grade Crossing System. The Contractor shall pay to the City of Sacramento an administrative penalty of **\$200.00** per calendar day for each day the information is not provided within the required submittal period.

One Hundred Twenty (120) calendar days from the date on Notice to Proceed to complete design submittals for RT Highway-Railroad Grade Crossing System. The Contractor shall pay to the City of Sacramento an administrative penalty of **\$200.00** per calendar day for each day the information is not provided within the required submittal period.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

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

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

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

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

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

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

Add. #	<u>1</u>	DATE	<u>12/21/05</u>
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.

CORPORATION - MARTIN BROTHERS CONSTRUCTION

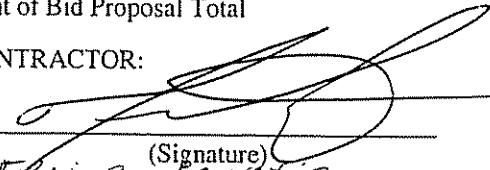
If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:
By 
(Signature)
FELIPE MARTIN
(Print or Type)

Title President
Address 20 Light Sky Court
Sacramento CA 95828
Telephone No. (916) 381-0911
Fax No. (916) 381-0611
Date 1-18-06

Contractor's License No. 726454 Type A

Expiration Date 08/31/06

Tax I.D. Nos - Fed. 68-0377885

State California

City of Sacramento Business Operation Tax Certificate No. 114797

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
------	----------------	---------------------

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: MARTIN BROTHERS CONSTRUCTION

BY: [Signature] PRESIDENT Date: 1-18-06

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

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

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>
ANRAK CORPORATION 5820 MAYHEW RD. SACRAMENTO, CA 95827	COLD PLANE
CENTERLINE STRIPING 9847 DINO DRIVE SACRAMENTO, CA 95624	STRIPING / MARKERS
CENTRAL FENCE CO. 148 OTTO CIRCLE SACRAMENTO, CA 95822	5, 63, 64
CPM 9390 ELDER CREEK RD. SACRAMENTO, CA 95829	MICRO-SURFACING
HOFF ENGINEERING 212 INDUSTRIAL DRIVE STOCKTON, CA 95206	REGIONAL TRANSIT GRADE CROSSING SYSTEM TO CONSTRUCT
KINGSTON CONTRACTING, INC. 512 S. AIRPORT BLVD. SO. SAN FRANCISCO, CA 94080	83-87, 88-103
PACIFIC EXCAVATION, INC. 9796 KENT ST. ELK GROVE, CA 95624	77-79
TAKENAKA LANDSCAPE, INC. 9343 ELDER CREEK ROAD SACRAMENTO, CA 95829	19, 28-37, 40

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**

MARTIN BROTHERS CONSTRUCTION
Name of Contractor

20 LIGHT SKY COURT, SACRAMENTO, CA 95828
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.

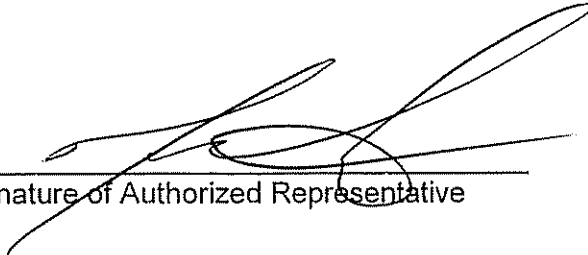
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties 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

1-18-05

Date

Felipe Martin

Print Name

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 . . .

- 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
- 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:**

726454, CLASS A, EXPIRES 08/31/06

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

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

6. Answer either subsection A or B, as applicable:

A Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes

No

Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes

No

Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

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

Yes

No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes

No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

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

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

Yes

No

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

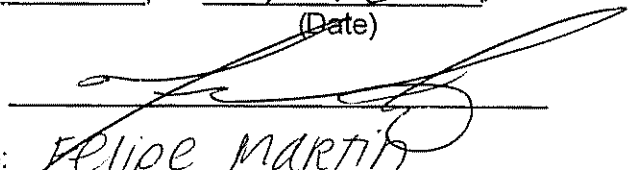
RESOLUTION NO.: 2004-433

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 Sacramento, CA, on 1-18-06
(Location) (Date)

Signature: 
Print name: Felipe Martin
Title: 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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No

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

Public Contract Code 10232 Statement

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

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

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

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
Tier _____, if known

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

6. Federal Department/Agency:
Congressional District, if known _____

7. Federal Program Name/Description:
Congressional District, if known _____

8. Federal Action Number, if known: _____

CFDA Number, if applicable _____

9. Award Amount, if known: _____

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

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

(attach Continuation Sheet(s) if necessary)

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

13. Type of Payment (check all that apply)

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

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
value _____

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

LOCAL AGENCY BIDDER - DBE - INFORMATION

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in Section 2-1.02B of the Special Provisions. Failure to submit the required DBE information will be grounds for finding the proposal nonresponsive.

CO.-RTE.-K.P.: _____

CONTRACT NO.: PN: TIA 22

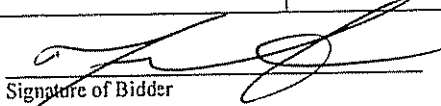
BID AMOUNT: \$ 3,575,039.00

BID OPENING DATE: 01/18/06

BIDDER'S NAME: MARTIN BROTHERS CONSTRUCTION

DBE GOAL FROM CONTRACT: 25%

DBE PRIME CONTRACTOR CERTIFICATION¹: CT 028607

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE CERT. NO.	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE ³
1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 21, 22, 23, 24, 25 26, 28, 33, 41, 42 43, 45, 46, 47, 48 50, 51, 52, 53, 54 55, 56, 57, 58, 59 60, 61, 62, 81, 82		CT-028607	MARTIN BROTHERS CONSTRUCTION, INC	900,000.00
<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and Section 2-1.01, "General," of the Special Provisions.</p> <p>1 DBE prime contractors shall enter their DBE certification number DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.</p> <p>2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE</p> <p>3. See Section 2-1.02, "Disadvantaged Business Enterprise," to determine the credit allowed for DBE firms</p>			Total Claimed Participation	900,000.00 <u>25 %</u>
			Signature of Bidder	
			Date	<u>1-18-06</u> (916) 381-0911
			Person to Contact	<u>Felipe Martin</u> (Please Type or Print)

DBE INFORMATION—GOOD FAITH EFFORTS

The City of Sacramento has established a Disadvantaged Business Enterprise (DBE) goal of 25% for this project. The information provided herein shows that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
--------------	------------------------

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
----------------------------	---------------------------------	--------------------------------

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Breakdown of Items
---------------	--------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Name of Agency/Organization	Method/Date of Contact	Results
--------------------------------	---------------------------	---------

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION
OF APPRENTICESHIP STANDARDS
EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO
APPRENTICES ON PUBLIC WORKS
CHAPTER 1 OF DIVISION 2
APPRENTICES ON PUBLIC WORKS
(NOTE: *BOLDFACE TYPE DENOTES KEY POINTS.*)

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards. (Added by Stats. 1978, Ch. 1249)

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(e) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice or a change of location and address.

(f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with the section. Should noncompliance will be evident after the 10-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(g) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(h) The director shall adopt rules consistent with the California Public Records Act (Ch. 3.5 (commencing with Sec. 6250), of Div. 7, Title 1, Gov. C.) and the Information Practices Act of 1977, (Title 1.8 (commencing with Sec. 1798) Pt. 4, Div. 3, Civ. C.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section. (Amended 1983 ch. 681)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training for each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship

committee or committees shall be subject to the approval of the Administrator of Apprenticeship.

The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities.

Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in any case shall the ratio be less than **one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.**

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The contractor or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section. **This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days.** Any work performed by a journeymen in excess of eight hours per day

or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.

"Apprenticeable craft or trade" as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

(c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.

(d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employees journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are able to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

(Amended by Stats. 1989, Ch. 1224)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the

ground of the race, religious creed, color, national origin, ancestry, sex, or age, excepted as provided in Section 3077, of such employee. (Amended by Stats. 1976, Ch. 1179)

1777.7. (a) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes and order of the California Apprenticeship Council.

(b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of non-compliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)

JG3-01.A

SCHEDULE OF VALUES

JOB NAME: 12TH AND 16TH STREETS AT RICHARDS BLVD (PN: TU22)

ITEM: 77

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT
19-4-129 POLE WITH FOUNDATION	4	\$8,875.00	EA	\$35,500.00
26-4-129 POLE WITH FOUNDATION	1	\$9,144.00	EA	\$9,144.00
27-3-129 POLE WITH FOUNDATION	1	\$9,250.00	EA	\$9,250.00
61-5-129 POLE WITH FOUNDATION	1	\$17,200.00	EA	\$17,200.00
TYPE 15D POLE WITH FOUNDATION	1	\$5,200.00	EA	\$5,200.00
TYPE A POLE WITH FOUNDATION	13	\$4,490.00	EA	\$58,370.00
TYPE 1-B POLE WITH FOUNDATION	2	\$1,150.00	EA	\$2,300.00
PED PUSH BUTTON POST	2	\$650.00	EA	\$1,300.00
2070/340 CONTROLLER WITH FOUNDATION (CF)	1	\$4,850.00	EA	\$4,850.00
TYPE III-AF SERVICE WITH FOUNDATION	1	\$4,750.00	EA	\$4,750.00
BATTERY BACK-UP SYSTEM	1	\$5,600.00	EA	\$5,600.00
UNDERGROUND CONDUIT SYSTEM INSALLATION	4080	\$29.00	LF	\$118,320.00
PVC 3"	1090	\$4.50	LF	\$4,905.00
PVC 2"	2690	\$3.50	LF	\$9,415.00
PVC 1 1/2"	300	\$2.00	LF	\$600.00
#14 THW SIGNAL WIRE	17000	\$400.00	M	\$6,800.00
#10 THW SIGNAL & STREETLIGHT WIRE	5500	\$500.00	M	\$2,750.00
#6 THW SIGNAL & STREETLIGHT WIRE	8500	\$500.00	M	\$4,250.00
#1 THW SERVICE WIRE	750	\$1,000.00	M	\$750.00
#8 BARE COPPER	750	\$450.00	M	\$337.50
DLC WIRE CANOGA	6250	\$500.00	M	\$3,125.00
OPTICOM WIRE	1250	\$750.00	M	\$937.50
#5 PULLBOX	19	\$300.00	EA	\$5,700.00
#6 PULL BOX	29	\$400.00	EA	\$11,600.00
N-44 PULL BOX	2	\$750.00	EA	\$1,500.00
OPTICOM SYSTEM	1	\$8,500.00	EA	\$8,500.00
DETECTOR HANDHOLES	16	\$300.00	EA	\$4,800.00
LOOP DETECTORS	45	\$300.00	EA	\$13,500.00
MAS	12	\$600.00	EA	\$7,200.00
SV-1-T	2	\$600.00	EA	\$1,200.00
SV-2-TB	5	\$750.00	EA	\$3,750.00
TV-1-T	2	\$600.00	EA	\$1,200.00
PED HEADS SP-1-T	8	\$600.00	EA	\$4,800.00
PED PUSH BUTTONS	4	\$50.00	EA	\$200.00
REMOVE & SALVAGE EXISTING EQUIPMENT	1	\$14,500.00	LS	\$14,500.00

CONTRACT AMOUNT

\$384,104.00

SCHEDULE OF VALUES

JOB NAME: 12TH AND 16TH STREETS AT RICHARDS BLVD (PN: TU22)

ITEM: 78

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
INSTALL CCTV CAMERA (CF)	1	\$1,750.00	EA	\$1,750.00
PATCH PANEL & MISC HARDWARE	1	\$10,965.00	EA	\$10,965.00

CONTRACT AMOUNT \$12,715.00

SCHEDULE OF VALUES

JOB NAME: 12TH AND 16TH STREETS AT RICHARDS BLVD (PN: TU22)

ITEM: 79

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
UNDERGROUND CONDUIT SYSTEM INSALLATION	950	\$29.00	LF	\$27,550.00
PVC 3"	950	\$4.50	LF	\$4,275.00
#10 THW SIGNAL & STREETLIGHT WIRE	1250	\$500.00	M	\$625.00
48 STRAND FIBER OPTIC CABLE	500	\$1,500.00	M	\$750.00
12 PAIR #19 SIGNAL INTERCONNECT CABLE	1250	\$1,250.00	M	\$1,562.50
#6 PULL BOX	5	\$400.00	EA	\$2,000.00
FIBER OPTIC SPLICE VAULT	1	\$5,500.00	EA	\$5,500.00
SPLICE / FUSE & TEST FIBER OPTIC SYSTEM	1	\$4,119.50	LS	\$4,119.50
CONTRACT AMOUNT				\$46,382.00

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.

<u>Included</u> <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"/> List of Subcontractors	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"/> Equal Employment Opportunity Certification	1 only
<input checked="" type="checkbox"/> Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	1 only
<input checked="" type="checkbox"/> Public Contract Code Section 10232 Statement	1 only
<input checked="" type="checkbox"/> Non Collusion Affidavit	1 only
<input checked="" type="checkbox"/> Debarment and Suspension Certification	1 only
<input checked="" type="checkbox"/> Non-lobbying Certification for Federal-Aid Contracts	1 only
<input checked="" type="checkbox"/> Disclosure of Lobbying Activities Form and Instructions	1 - 2
<input checked="" type="checkbox"/> Local Agency Bidder – DBE Information*	1 only
<input checked="" type="checkbox"/> DBE Information – Good Faith Effort*	1 only
<input checked="" type="checkbox"/> Schedule of Values for Electrical Items**	

* This information is due by no later than close of business four (4) working days from bid opening

** Bidder generated document