

JUN - 7 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:

**2006 CITY STREET OVERLAY PROJECT  
 (PN:RM63)**

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	Pavement Key Cutting	2100	LF	\$ <u>3.00</u>	\$ <u>6,300.00</u>
2	Planed Pavement Conforms	3580	SY	\$ <u>8.00</u>	\$ <u>28,640.00</u>
3	.17' Pavement Planing	17630	SY	\$ <u>1.00</u>	\$ <u>17,630.00</u>
4	.21' Pavement Planing	625	SY	\$ <u>13.00</u>	\$ <u>8,125.00</u>
5	.21' Pavement Planning at the Intersection of Franklin Boulevard and Mack Road	14800	SY	\$ <u>3.80</u>	\$ <u>56,240.00</u>
6	Unsuitable Material to Remove and Replace	1000	TON	\$ <u>40.00</u>	\$ <u>40,000.00</u>
7	Geogrid Material to Place	2000	SY	\$ <u>4.00</u>	\$ <u>8,000.00</u>
8	Base Repair at Bruceville Road to Remove and Replace	3000	TON	\$ <u>75.00</u>	\$ <u>225,000.00</u>
9	Base Repair at the Intersection of Franklin Boulevard and Mack Road to Remove and Replace	900	TON	\$ <u>150.00</u>	\$ <u>135,000.00</u>
10	Leveling Course to Place	325	TON	\$ <u>100.00</u>	\$ <u>32,500.00</u>
11	Shoulder Backing to Place	1500	TON	\$ <u>50.00</u>	\$ <u>75,000.00</u>
12	Asphalt Concrete Overlay on Franklin Boulevard and Mack Road to Place	3300	TON	\$ <u>65.00</u>	\$ <u>214,500.00</u>
13	Asphalt Reinforcement Geogrid to Place	14000	SY	\$ <u>4.84</u>	\$ <u>67,760.00</u>
14	Rubberized Asphalt Concrete Overlay to Place	10560	TON	\$ <u>135.60</u>	\$ <u>1,431,936.00</u>

Granite Construction

15	Maintenance Hole to Lower	52	EA	\$ <u>400.<sup>00</sup></u>	\$ <u>20,800.<sup>00</sup></u>
16	Maintenance Hole to Raise	52	EA	\$ <u>600.<sup>00</sup></u>	\$ <u>31,200.<sup>00</sup></u>
17	Adjust Maintenance Hole to Grade	13	EA	\$ <u>4,000.<sup>00</sup></u>	\$ <u>52,000.<sup>00</sup></u>
18	Pacific Bell and SMUD Maintenance Hole to Lower	13	EA	\$ <u>400.<sup>00</sup></u>	\$ <u>5,200.<sup>00</sup></u>
19	Pacific Bell and SMUD Maintenance Hole to Raise	13	EA	\$ <u>600.<sup>00</sup></u>	\$ <u>7,800.<sup>00</sup></u>
20	Maintenance Hole Head Castings to Supply and Install	10	EA	\$ <u>250.<sup>00</sup></u>	\$ <u>2,500.<sup>00</sup></u>
21	Water Valve Box to Lower	60	EA	\$ <u>275.<sup>00</sup></u>	\$ <u>16,500.<sup>00</sup></u>
22	Water Valve Box to Raise	60	EA	\$ <u>500.<sup>00</sup></u>	\$ <u>30,000.<sup>00</sup></u>
23	Construct 4" Portland Cement Concrete Curb	180	LF	\$ <u>100.<sup>00</sup></u>	\$ <u>18,000.<sup>00</sup></u>
24	Traffic Stripe (4" & 6") to Remove	32000	LF	\$ <u>0.75</u>	\$ <u>24,000.<sup>00</sup></u>
25	Traffic Stripe (8") to Remove	8500	LF	\$ <u>1.<sup>00</sup></u>	\$ <u>8,500.<sup>00</sup></u>
26	Traffic Stripe (12") to Remove	3000	LF	\$ <u>1.<sup>50</sup></u>	\$ <u>4,500.<sup>00</sup></u>
27	Pavement Markings to Remove	1200	SF	\$ <u>2.<sup>50</sup></u>	\$ <u>3,000.<sup>00</sup></u>
28	Thermoplastic Traffic Striping (4" White and Yellow)	25000	LF	\$ <u>0.<sup>50</sup></u>	\$ <u>12,500.<sup>00</sup></u>
29	Thermoplastic Traffic Striping (6" White)	9000	LF	\$ <u>0.75</u>	\$ <u>6,750.<sup>00</sup></u>
30	Thermoplastic Traffic Striping (8" White)	9000	LF	\$ <u>1.<sup>00</sup></u>	\$ <u>9,000.<sup>00</sup></u>
31	Thermoplastic Traffic Striping (12" White)	3100	LF	\$ <u>1.<sup>50</sup></u>	\$ <u>4,650.<sup>00</sup></u>
32	Thermoplastic Pavement Markings	1170	SF	\$ <u>4.<sup>00</sup></u>	\$ <u>4,680.<sup>00</sup></u>
33	Painted Traffic Striping	800	LF	\$ <u>3.<sup>00</sup></u>	\$ <u>2,400.<sup>00</sup></u>
34	Pavement Markers to Place	1800	EA	\$ <u>5.<sup>00</sup></u>	\$ <u>9,000.<sup>00</sup></u>
35	Install Changeable Message Sign	6	EA	\$ <u>2,000.<sup>00</sup></u>	\$ <u>12,000.<sup>00</sup></u>

TOTAL \$ 2,631,611.<sup>00</sup>

CONTRACT AWARD SHALL BE BASED ON THE LOWEST RESPONSIVE AND RESPONSIBLE TOTAL BID.

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 SEVENTY (70) calendar days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

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

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

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

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

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

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

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. # One (1) DATED May 19, 2006

Add. # Two (2) DATED May 30, 2006

Add. # THREE (3) DATE JUNE 2, 2006

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR: GRANITE CONSTRUCTION COMPANY  
 A California Corporation

By [Signature]  
 (Signature)

R.C. Allbritton, Vice President  
 (Print or Type)

SEE ATTACHED CERTIFICATE OF  
 SECRETARY

Title Vice President

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

Telephone No. 831-724-1011

Fax No. 831-768-4021

Date June 7  
May 31, 2006

Contractor's Licenses No. 89 Type A

Expiration Date 05/31/07

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

City of Sacramento Business Operation Tax Certificate No. 797

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

DATE BID OPENED <u>6/7/06</u>	EMPLOYEE INITIALS <u>[Signature]</u>	MARK ONE BOX FOR EACH ITEM ONLY
<b>BID SECURITY</b>		
<input type="checkbox"/> NONE REQUIRED		
<input checked="" type="checkbox"/> PROPERLY SIGNED		
<b>BID DEPOSIT TYPE</b>		
<input checked="" type="checkbox"/> BID BOND		
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK		
<input type="checkbox"/> CERTIFIED CHECK		
<input type="checkbox"/> CASH		
<input type="checkbox"/> CALIF. BANK MONEY ORDER		
<b>AFTER AWARD OF BID</b>		
SECURITY RETURNED		
SECURITY ACCEPTED		
INITIALS		

# GRANITE CONSTRUCTION COMPANY

## CERTIFICATE OF SECRETARY

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

### AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

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

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

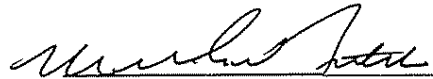
**RESOLVED FURTHER**, that the authority provided herein is subject to the limits of corporate authority previously approved.

**AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS**

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

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

Dated: May 3, 2006



Michael Futch



CITY OF SACRAMENTO

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

**CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION**

To be eligible for award of this contract, the bidder shall list any business entity used to attain the 20% ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

Name of Prime Contractor: **GRANITE CONSTRUCTION COMPANY** Bid Amount: **7,631,611.00** Date: ~~May 31, 2006~~ **June 7<sup>th</sup> 2006**

Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided
Centerline Striping / Elk Grove	SBE	Striping	88,980.00
Larry Jenkins Trucking / Davisville	SBE	Trucking and AC by Partial	407,000.00
Anarak / Sacramento	SBE	Cold Plane rental	54,000.00
Kents Oil Service / Stockton		Tack AC Fabric	92,065.00
Note: Item #7 Gragnaf is Tenser BX1200			

## MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

## QUESTIONNAIRE

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

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

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

California License #89, A, B, C2, 8, 10, 12, 21, 27, 29, 31, 35, 36, 39, 42, 45, 50, 51, 57, HAZ Expires May 31, 2007

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

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

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

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

Yes

No

Not applicable

OR

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

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

Yes

No

OR

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

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

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

Yes

No

Not Applicable

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

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

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

**VERIFICATION AND SIGNATURE**

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

Signed at Watsonville, CA, on June 7  
May 31, 2006  
(Location) (Date)

Signature: 

Print name: R.C. Allbritton

Title: Vice President

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

## **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

## **APPLICATION**

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

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

## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

GRANITE CONSTRUCTION COMPANY

Name of Contractor

P.O. Box 50085, Watsonville, CA 95077

Address

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

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

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

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

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

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

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

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

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

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

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

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

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

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

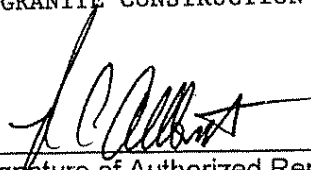
I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions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


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

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

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

GRANITE CONSTRUCTION COMPANY

BY:   
\_\_\_\_\_  
Signature of Authorized Representative

  
June 7  
~~May 31~~, 2006  
\_\_\_\_\_  
Date

R.C. Allbritton  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
Title

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

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

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

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

The included employee benefits are:

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

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

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

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

### You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
921 10th St., Room 402  
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

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



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

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

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

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
921 10th St , Room 402  
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

## **Green Contracting Survey (Voluntary)**

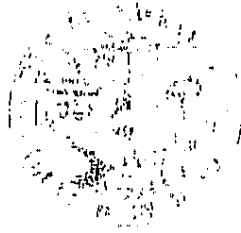
The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

**Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.**





DEPARTMENT OF  
FINANCE

OFFICE OF SMALL  
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

921 TENTH STREET  
ROOM 402  
SACRAMENTO, CA  
95814-2714

PH 916-808-6747  
FAX 916-808-6765

August 27, 2004

CENTERLINE STRIPING CO. INC  
9847 DINO DR  
ELK GROVE CA 95624

**Subject: Emerging and Small Business Enterprise Certification**

**Congratulations!** The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for certification under the **Emerging and Small Business Development Program (ESBD)**.

Effective this day, your firm has been certified as a **Small Business Enterprise**. This certificate will expire **August 31, 2007**. It is your responsibility to notify this office, within thirty (30) days, of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number is **CES5150020A**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

**Keep this letter as proof of ESBD certification.** Thank you for joining the City of Sacramento ESBD Program family. If you have any questions about your certification, please call our new number (916) 808-6747.

Sincerely,

  
Charlotte A. Broussard  
Program Analyst



DEPARTMENT OF  
FINANCE  
  
OFFICE OF SMALL  
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

921 TENTH STREET  
ROOM 402  
SACRAMENTO, CA  
95814-2714

PH 916-808-6747  
FAX 916-808-6765

February 3, 2004

LARRY JENKINS TRUCKING INC.  
5545 MERCHANT CIRCLE  
PLACERVILLE CA 95667

**Subject: Emerging and Small Business Enterprise Certification**

**Congratulations!** The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for certification under the **Emerging and Small Business Development Program (ESBD)**.

Effective this day, your firm has been certified as a **Small Business Enterprise**. This certificate will expire **January 31, 2007**. It is your responsibility to notify this office, within thirty (30) days, of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number is **LJJS150030P**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

**Keep this letter as proof of ESBD certification.** Thank you for joining the City of Sacramento ESBD Program family. If you have any questions about your certification, please call our new number **(916) 808-6747**.

Sincerely,

Charlotte A. Broussard  
Program Analyst



MAY 13 2004

DEPARTMENT OF  
FINANCE  
  
OFFICE OF SMALL  
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA  
May 17, 2004

921 TENTH STREET  
ROOM 402  
SACRAMENTO, CA  
95814-2714

PH 916-808-6747  
FAX 916-808-6765

ANRAK CORPORATION  
5820 MAYHEW RD.  
SACRAMENTO CA 95827

**Subject: Emerging and Small Business Enterprise Certification –Provisional**

Congratulations! Based on your certification as a Small Business Enterprise (SBE) with the State of California, Department of General Services (DGS), the City of Sacramento, Office of Small Business Development (OSBD) has granted your firm a provisional certification under our Emerging and Small Business Development (ESBD) Program. A provisionally certified firm is entitled to all benefits accorded a City certified firm in our ESBD Program

Your certification is valid through March 31, 2007.

Your firm has been assigned Certification Number ANC5075000A which can be used when working with any City of Sacramento procurement or contracting project. Keep this letter as proof of certification

It is your responsibility to notify this office within thirty (30) days of any change of ownership, business name, or address. If you have any questions about your certification, please call our new number (916) 808-6747.

Sincerely,

Louane Roina  
Program Analyst



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 1 ST, RM 2000  
SACRAMENTO, CA  
95814-2702

ENGINEERING SERVICES  
DIVISION

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

**2006 CITY STREET OVERLAY PROJECT (PN: RM63)  
(Addendum #3)**

June 2, 2006

**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

**2006 CITY STREET OVERLAY PROJECT  
PROJECT NO: (PN: RM63)**

**Item #1** Ref: Special Provisions, Section No. 2- Items of the proposal, REPLACE the following item:

**ITEM NO. 13 - ASPHALT REINFORCEMENT GEOGRID TO PLACE**

This item shall consist of furnishing and installing an asphalt pavement reinforcing geogrid in accordance with details specified in the Special Provisions and where directed by the Engineer.

The Contractor shall include all supplementary tools and equipment required for a complete, satisfactory and approved installation.

**MATERIALS AND EQUIPMENT**

**GENERAL.** The material shall consist of high tenacity polyester yarns into an interlocking pattern, bonded to a lightweight non-woven polypropylene and manufactured with a bituminous coating to enhance the bond of the overlay. The asphalt pavement reinforcing grid shall meet the following properties:

Weight	360 g/m <sup>2</sup>
Grid Aperture Size	40 mm x 40 mm
Open Area of Grid	>80 %
Wide Width Tensile Strength	
ASTM D-4595-Warp (MD)	50 kN/m
ASTM D-4595 – Fill (CMD)	50 kN/m
Tensile Strength @ 3 %	12 kN/m
Elongation at Break	10 %
Shrinkage @ 375° F for 15 min.	<1 %
Softening Point	190° C
Melting Point	255° C
Maximum Asphalt Aggregate Size	20 mm
Roll Width	4.0 m
Roll Length	150.0 m

**TACK COAT.** The bituminous tack coat shall be an asphalt cement, PG 64 or as directed by the Engineer.

## CONSTRUCTION PROCEDURES

**SURFACE PREPARATION.** The material must always be installed between two bituminous surfaces. A non-bituminous surface should be covered with a bituminous regulating surface. The surface upon which the material is to be placed shall be free of all loose milled asphalt, dirt, gravel, water, and vegetation. Cracks wider than 3.2 mm shall be sealed with an asphalt sealer meeting the requirements of the asphalt sealer specifications. Repair larger cracks, potholes, depressions and irregularities. A leveling course may be required should irregularities be excessive.

**APPLICATION OF TACK COAT.** A tack coat shall be applied to the pavement surface prior to installation of the geogrid. The tack coat shall be sprayed evenly at a rate of 0.36 to 0.45 l/m<sup>2</sup>.

**MATERIAL PLACEMENT.** The geogrid shall be placed directly onto the tack coat, with the geotextile fabric facing down and the geogrid facing up. The geogrid shall be installed taut, without any folds or creases.

At all geogrid-to-geogrid overlaps at roll ends or curves, spray additional hot tack coat between the geogrid layers and seal tight.

**ASPHALT OVERLAY.** Place a minimum of 51 mm of asphalt above the geogrid and compact the asphalt overlay in accordance with project specifications. The paver and delivery vehicles should move carefully over the geogrid-covered surface to avoid displacement. Sharp turns, rapid changes in speed and hard braking should be avoided. The supply vehicle in front of paver should be driven and not pushed.

**TECHNICAL SUPPORT.** During the initial phases of installation of pavement reinforcing geogrid, a manufacture's representative shall be available to provide technical support, supervision, and instruction. The Contractor's forces shall install the grid in accordance with the specifications and the directions of the representative. There will be no payment for the on-site technical representative.

Payment shall be at the unit price per square yard and shall include full compensation for all labor, materials, tools, and incidentals, including inefficiencies and additional costs, and for doing all work involved with placing the asphalt reinforcement geogrid as specified in these Special Provisions and as approved by the



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 1 ST, RM 2000

SACRAMENTO, CA  
95814-2702

ENGINEERING SERVICES  
DIVISION

PH 916-808-8300  
FAX 916-804-8281

**2006 CITY STREET OVERLAY PROJECT (PN: RM63)  
(Addendum #2)**

May 30, 2006

**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 #2**

**DATE: 5/30/2006**

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**2006 CITY STREET OVERLAY PROJECT  
PROJECT NO: (PN: RM63)**

**Item #1**      The bid due date has changed to **JUNE 7, 2006.**



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 1 ST, RM 2000  
SACRAMENTO, CA  
95814-2702

ENGINEERING SERVICES  
DIVISION

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

**2006 CITY STREET OVERLAY PROJECT (PN: RM63)  
(Addendum #1)**

May 19, 2006

**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,

David Flores, Jr., MPA  
Contracts Manager

Enclosure

c: Distribution List  
Planholders

**ADDENDUM #1****DATE: 5/19/2006**

---

**2006 CITY STREET OVERLAY PROJECT  
PROJECT NO: (PN: RM63)**

**Item #1** Ref: Special Provisions, Section No. 1- General Requirements, REPLACE the following item:

**1.27 SPECIAL CONSTRUCTION CONSIDERATIONS**

Field meetings will be held between the Contractor and City staff as needed to determine actual limits of grinding/overlay.

The Contractor is responsible for identifying all areas containing medians that require pavement planing. All existing signs and/or bumper blocks within areas being resurfaced shall be removed and replaced as necessary. No additional compensation beyond the unit price bid will be made for working around medians.

No working days will be charged to the Contractor for work days missed due to temperature

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in special construction considerations shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

The Contractor is hereby notified of the following special construction considerations:

**Elkhorn Boulevard (Hwy 99 to 250' past Northborough Drive)**

- Perform a 50'(edge to edge) variable depth conform at the bridge deck of Highway 99, eastbound on ramp to northbound Highway 99, northbound off ramp to Elkhorn Boulevard and westbound on ramp to northbound 99 (all work will require a Caltrans Permit).
- Place 2 foot wide Class 2 aggregate base shoulder backing along new paving approximately 6657LF westbound and 6280LF eastbound.
- Perform Intersection Conforms (see Appendix) on the south side of Elkhorn Blvd at East Commerce (approximately 1616 SF) and at Northborough Drive (approximately 1616 SF).
- Perform Key Cutting operations 50LF approaching and 50LF existing the Intersection Conforms at East Commerce and at Northborough Drive (approximately 200LF).
- Place rubberized asphalt concrete driveway conforms on the north side of Elkhorn Boulevard to the Natomas Water Company building (approximately 42LF and 35LF).
- Perform a 50 '(edge to edge) variable depth conform at tie in location 250' past Northborough Drive. Location will be marked in the field.
- Place 2" (0.17') Rubberized Asphalt Concrete (ARHM-GG).

**Marconi Circle South Leg (Marconi Avenue to Auburn Boulevard)**

- Perform a 18' (lip to lip) conform (see Appendix) at Marconi Avenue. Meet the lip line of curb and gutter on Marconi Avenue, hand break the radius if necessary.
- Perform Key Cutting operation on both north side of Marconi Circle (approximately 641LF) and south side of Marconi Circle (approximately 702LF). Work as close as possible to existing asphalt concrete curb near Auburn Boulevard.
- Place 2" (0.17') Rubberized Asphalt Concrete (ARHM-GG).

**Auburn Boulevard (Marconi Circle South Leg to 300' past Marconi Circle North Leg)**

- Perform a 50'(edge to edge) variable depth conform at tie in location approx. 300' past Marconi Circle North Leg. Location will be marked in the field.
- Perform Key Cutting operations at Marconi Circle North Leg (approximately 244LF), against existing asphalt concrete curbs (approximately 149LF) and at Marconi Circle South Leg (approximately 50 LF). Work as close to existing curbs as possible.
- Perform a 50'(edge to edge) variable depth conform to the south of the intersection of Marconi Circle South Leg. Work around concrete medians (hand work if necessary) where they exist and protect medians from damage. Location will be marked in the field.
- Place Class 2 aggregate base shoulder backing along new paving (approximately 1266LF)
- Place 2" (0.17') Rubberized Asphalt Concrete (ARHM-GG)

**Bruceville Road (Alpine Frost Drive to Wyndham Drive)**

- Perform a 50' variable depth conform (lip to lip) at the north end of limits just past Wyndham Drive. Location will be marked in the field.
- Perform a 50' variable depth conform (lip to lip) at the south end approaching Alpine Frost Drive. Location will be marked in the field.
- Mill the area (approximately 5252SF) of the intersection of Alpine Frost/Timberlake depth of 2.5".
- Perform base repair operations to the No. 2 lanes in both directions prior to placing the RAC overlay. Base repair will consist of grinding and removing the existing pavement to a depth of 5". Pavement replacement to be one lift of Type A, 5/8" Maximum, coarse DGAC at a thickness of 2.5", followed by a wedge lift of Type A, 5/8" Maximum, coarse DGAC. The wedge lift is to match/meet the existing pavement at the traffic edge and be down 2.5" along the gutter edge (see detail sheet Appendix C). This traffic lane may remain closed to through traffic, however all driveways and side streets will have to be maintained for use.
- Place asphalt reinforcement geogrid over the base repair areas. The fabric is to overlap the cut line by at least one foot (see detail sheet Appendix C).
- Place 2.5" (0.21') Rubberized Asphalt Concrete (ARHM-GG). The overlay operation will be performed on a Sunday.
- Expect to sand and control an emergency entrance into Methodist Hospital Buildings at all times and the intersection of Timberlake Way.

- Expect to work on base repair of one No. 2 lane on Friday, 8:30 am to 4:00 pm, followed by one No. 2 lane on Saturday 7:00 AM to 7:00 PM. The RAC overlay of these repaired areas will be placed lip to lip straight across the street on Sunday 7:00 AM to 7:00 PM. The approx length of each weekend's work will be approximately 1780LF.

#### **Bayou Way/El Centro Road (Median in El Centro to City Limits on Bayou)**

- Perform a 50' (edge to edge) variable depth conform to the north of existing median island in El Centro Road. Location will be marked in the field.
- Perform a 50' (edge to edge) variable depth conform at a tie in point to new improvements of Bayou Way. Location will be marked in the field.
- Place shoulder backing along all edges of unimproved roadway.
- Mill 2" (0.17') on the north half of Bayou Way, from curb and gutter lip to one foot past the lane line. Approximate width is 16 feet and runs the length of the trench line. Mill full width, lip to lip, where the trench crosses over to south side, approximately 50' long.
- Place 2" (0.17') Rubberized Asphalt Concrete (ARHM-GG). Overlay of El Centro Road will be edge to edge, overlay of Bayou Way will be contained within the milling areas.
- Traffic striping and pavement markings between Tarboro Lane and Callison Drive shall be placed in paint as directed by the Engineer.

#### **Franklin Boulevard and Mack Road**

Work shall be performed in accordance with the plans and details in Appendix "A"

- Perform base repair operations where shown on the plans in the Appendix. Base repair will consist of grinding and removing the existing pavement to a depth of 5.5". Pavement replacement shall be Type A, 3/4" Maximum aggregate, coarse DGAC. The traffic lane may remain closed to through traffic, however all driveways will have to be maintained for use.
- Grinding operation to be performed up against existing median curbs, protect as necessary, hand remove AC if necessary.
- Grinding operation to be performed up against existing concrete bridge deck, protect as necessary, hand remove AC if necessary.
- Remove all AC surfaces inside the existing turn pockets at north end of Franklin Blvd. at the bridge deck. Protect from damage the #17 curb at this location, handwork if necessary.
- All grinding operations are to end straight across the street as specified on the plans.

#### **At signalized intersections:**

Install a 24-inch limit line at all signalized intersections as directed by the Engineer seven clear feet from all crosswalks.

## BID PROPOSAL CHECKLIST

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

Included <u>Please (√)</u>	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 – 4
<input checked="" type="checkbox"/> Bid Proposal Guarantee	1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification	1 only
<input checked="" type="checkbox"/> E/SBE Subcontractor Form*	1 only
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input checked="" type="checkbox"/> Minimum Qualifications Questionnaire	1 – 6

\* This information is due by no later than close of business two (2) working days after bid opening