

TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:

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

**65TH STREET EXPRESSWAY IMPROVEMENTS PROJECT**  
**21<sup>ST</sup> AVENUE TO 14<sup>TH</sup> AVENUE**  
 (PN: TY06)

in the City and County of Sacramento, California.

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

| Item No | Item   | Estimated Quantity | Unit | Unit Price                     | Total                           |
|---------|--|--------------------|------|--------------------------------|---------------------------------|
| 1       | Preconstruction Photographs                        | 1                  | LS   | \$ <u>1,600.<sup>00</sup></u>  | \$ <u>1,600.<sup>00</sup></u>   |
| 2       | Clearing and Grubbing                              | 1                  | LS   | \$ <u>77,000.<sup>00</sup></u> | \$ <u>77,000.<sup>00</sup></u>  |
| 3       | Roadway Excavation and Grading                     | 1365 (F)           | CY   | \$ <u>99.<sup>00</sup></u>     | \$ <u>135,135.<sup>00</sup></u> |
| 4       | Potholing  | 20                 | CY   | \$ <u>400.<sup>00</sup></u>    | \$ <u>8,000.<sup>00</sup></u>   |
| 5       | Remove and Replace Unsuitable Material             | 300                | TON  | \$ <u>20.<sup>00</sup></u>     | \$ <u>6,000.<sup>00</sup></u>   |
| 6       | Place Geogrid Material                             | 500                | SY   | \$ <u>12.<sup>00</sup></u>     | \$ <u>6,000.<sup>00</sup></u>   |
| 7       | Remove Tree  | 1                  | EA   | \$ <u>7,500.<sup>00</sup></u>  | \$ <u>7,500.<sup>00</sup></u>   |
| 8       | Remove and Dispose Gutter Drain                    | 1                  | EA   | \$ <u>1,800.<sup>00</sup></u>  | \$ <u>1,800.<sup>00</sup></u>   |
| 9       | Place Aggregate Base Class 2                       | 1750               | TON  | \$ <u>93.<sup>00</sup></u>     | \$ <u>162,750.<sup>00</sup></u> |
| 10      | Place Asphalt Concrete                             | 505                | TON  | \$ <u>150.<sup>00</sup></u>    | \$ <u>75,750.<sup>00</sup></u>  |
| 11      | Relocate Fence                                     | 50                 | LF   | \$ <u>85.<sup>00</sup></u>     | \$ <u>4,250.<sup>00</sup></u>   |
| 12      | Place Truncated Domes in Curb Ramp                 | 16                 | EA   | \$ <u>665.<sup>00</sup></u>    | \$ <u>10,640.<sup>00</sup></u>  |
| 13      | Construct 3-1/2" Portland Cement Concrete Sidewalk | 13000              | SF   | \$ <u>5.30</u>                 | \$ <u>68,900.<sup>00</sup></u>  |
| 14      | Construct Curb and Gutter No. 4                    | 2000               | LF   | \$ <u>21.60</u>                | \$ <u>43,200.<sup>00</sup></u>  |

| Item No. | Item   | Estimated Quantity | Unit | Unit Price          | Total                |
|----------|--|--------------------|------|---------------------|----------------------|
| 15       | Construct Modified Curb and Gutter No. 4         | 880                | LF   | \$ <u>30.25</u>     | \$ <u>26,620.00</u>  |
| 16       | Construct Bus Stop Modified Curb and Gutter No 4 | 100                | LF   | \$ <u>37.25</u>     | \$ <u>3,725.00</u>   |
| 17       | Construct Modified Curb No 15                    | 710                | LF   | \$ <u>11.00</u>     | \$ <u>7,810.00</u>   |
| 18       | Construct Type "B" Drop Inlet                    | 6                  | EA   | \$ <u>2,800.00</u>  | \$ <u>16,800.00</u>  |
| 19       | Construct Ditch Box                              | 4                  | EA   | \$ <u>2,600.00</u>  | \$ <u>10,400.00</u>  |
| 20       | Place 12" Diameter PVC Drain Lead                | 1540               | LF   | \$ <u>100.00</u>    | \$ <u>154,000.00</u> |
| 21       | Construct Maintenance Hole No 3                  | 7                  | EA   | \$ <u>9,000.00</u>  | \$ <u>63,000.00</u>  |
| 22       | Adjust Maintenance Hole Head to Grade            | 2                  | EA   | \$ <u>1,500.00</u>  | \$ <u>3,000.00</u>   |
| 23       | Traffic Signal Modification                      | 1                  | LS   | \$ <u>28,108.00</u> | \$ <u>28,108.00</u>  |
| 24       | Street Light Installation                        | 1                  | LS   | \$ <u>89,338.00</u> | \$ <u>89,338.00</u>  |
| 25       | Communication System Installation                | 1                  | LS   | \$ <u>53,607.00</u> | \$ <u>53,607.00</u>  |
| 26       | Plant Tree                                       | 51                 | EA   | \$ <u>175.00</u>    | \$ <u>8,925.00</u>   |
| 27       | Place Decomposed Granite                         | 11700              | SF   | \$ <u>4.00</u>      | \$ <u>46,800.00</u>  |
| 28       | Remove Traffic Stripe                            | 2000               | LF   | \$ <u>1.65</u>      | \$ <u>3,300.00</u>   |
| 29       | Remove Traffic Marking                           | 50                 | SF   | \$ <u>2.75</u>      | \$ <u>137.50</u>     |
| 30       | Relocate Traffic Sign and Post                   | 1                  | EA   | \$ <u>132.00</u>    | \$ <u>132.00</u>     |
| 31       | Place Traffic Sign                               | 14                 | EA   | \$ <u>160.00</u>    | \$ <u>2,240.00</u>   |
| 32       | Place Reflective Pavement Marker                 | 140                | EA   | \$ <u>5.50</u>      | \$ <u>770.00</u>     |
| 33       | Place 4" Thermoplastic Traffic Stripe            | 550                | LF   | \$ <u>0.90</u>      | \$ <u>495.00</u>     |
| 34       | Place 6" Thermoplastic Traffic Stripe            | 1325               | LF   | \$ <u>0.90</u>      | \$ <u>1,192.50</u>   |

| Item No. | Item                                   | Estimated Quantity | Unit | Unit Price         | Total               |
|----------|--|--------------------|------|--------------------|---------------------|
| 35       | Place 8" Thermoplastic Traffic Stripe  | 1450               | LF   | \$ <u>0.90</u>     | \$ <u>1,305.00</u>  |
| 36       | Place 12" Thermoplastic Traffic Stripe | 950                | LF   | \$ <u>2.20</u>     | \$ <u>2,090.00</u>  |
| 37       | Place 24" Thermoplastic Traffic Stripe | 350                | LF   | \$ <u>3.30</u>     | \$ <u>1,155.00</u>  |
| 38       | Place Thermoplastic Pavement Marking   | 450                | SF   | \$ <u>3.90</u>     | \$ <u>1,755.00</u>  |
| 39       | Landscape Maintenance                  | 1                  | LS   | \$ <u>2,500.00</u> | \$ <u>2,500.00</u>  |
|          |  |                    |      | TOTAL BID \$       | <u>1,137,730.00</u> |

(F) - denotes final pay quantity

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

**A SCHEDULE OF VALUES FOR LUMP SUM TRAFFIC SIGNAL OR STREET LIGHTING BID ITEMS MUST BE INCLUDED WITH THE BID. OTHERWISE, THE BID WILL BE DEEMED NON-RESPONSIVE.**

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 # 1 DATE 06/06/06  
Add # 2 DATE 06/09/06  
Add # \_\_\_\_\_ DATE \_\_\_\_\_

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

**MARTIN BROTHERS CONSTRUCTION** - *corporation*

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

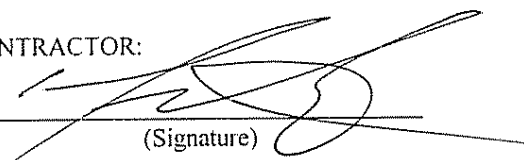
If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

\_\_\_\_\_  
\_\_\_\_\_  
 BID BOND  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
OTHER SECURITY

CONTRACTOR:

By   
(Signature)

Felipe Martin  
(Print or Type)

Title President

Address 20 Light Sky Ct.  
Sacramento, CA 95828

Telephone No (916) 381-0911

Fax No (916) 381-0611

Date 06/14/06

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

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

**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: \_\_\_\_\_ Date: 06/14/06  
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> |
|---|---|
| Pacific Excavation<br>9796 Kent St.<br>Elk Grove, CA 95624          | Electrical  |
| Golden State Traffic Services<br>P.O. Box 601<br>Plymouth, CA 95669 | Construction Area Signs                             |
| Central Fence Co.<br>148 Otto Cir.<br>Sacramento, CA 95822          | Fencing   |
| Centerline Striping<br>9847 Dino Dr.<br>Elk Grove, CA 95624         | striping  |
| Anrak Corporation<br>5820 Mayhew Rd.<br>Sacramento, CA 95827        | grinding  |
| R & R Maher Construction<br>1324 Lemon St.<br>Vallejo, CA 94590     | curb & gutter                                       |
| Del Seco Diamond Core & Saw<br>31739 Knapp St.<br>Hayward, CA 94544 | saw cutting   |

|   |
|---|
| DATE BID OPENED <u>6/14/06</u>                      |
| EMPLOYEE INITIALS <u>DM</u>                         |
| MARK ONE BOX FOR EACH ITEM:                         |
| <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 CHE  |
| <input type="checkbox"/> CERTIFIED CHECK            |
| <input type="checkbox"/> CASH                       |
| <input type="checkbox"/> CALIF. BANK MONEY ORDER    |
| <b>AFTER AWARD OF BID</b>                           |
| <input type="checkbox"/> SECURITY RETURNED          |
| <input type="checkbox"/> SECURITY ACCEPTED          |
| EMPLOYEE INITIALS _____                             |

# REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

## INTRODUCTION

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

## APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000 00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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

## DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

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

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

(b) The Contractor shall give each existing employee working 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 "

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

**MARTIN BROTHERS CONSTRUCTION**

Name of Contractor

20 Light Sky Ct, 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.

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

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

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

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

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

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

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

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

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


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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

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

  
\_\_\_\_\_  
Signature of Authorized Representative

06/14/06  
\_\_\_\_\_  
Date

FELIPE MARTIN  
\_\_\_\_\_  
Print Name

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



**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,

**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



**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.

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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:

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

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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

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

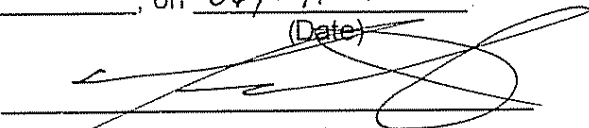
RESOLUTION NO.: 2004-433

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 sacramento, CA, on 06/14/06  
(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.

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**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.

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# 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.

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## 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.

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**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

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# 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.

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## **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 \_\_\_\_\_

CFDA Number, if applicable \_\_\_\_\_

8. Federal Action Number, if known:

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 - L.L.L.

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.

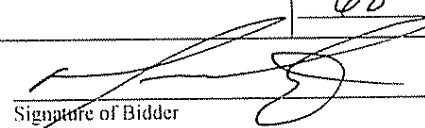
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused 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 (Construction Contracts)-Information

The successful bidder must execute and return the LOCAL AGENCY BIDDER – DBE INFORMATION form, even if no DBE participation will be reported

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 PROJECT DESCRIPTION: 65th Street Expressway Improvements Project  
 CONTRACT NUMBER: PN: TY06  
 FEDERAL-AID PROJECT NUMBER: STPL-5002667  
 TOTAL CONTRACT AMOUNT: \$ 1,137,730.00  
 FEDERAL SHARE (For local agency to complete): \$ \_\_\_\_\_  
 BID DATE: JUNE 14, 2006  
 BIDDER'S NAME: **MARTIN BROTHERS CONSTRUCTION**  
 ADVERTISED DBE CONTRACT AVAILABILITY ADVISORY Percentage: \_\_\_\_\_

| CONTRACT ITEM NO  | ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>                                       | DBE Cert No AND EXPIRATION DATE | NAME OF DBEs <sup>1</sup> (Must be certified on the date bids are opened - include DBE address and phone number)   | DOLLAR AMOUNT DBE <sup>3</sup>  |
|---|---|---------------------------------|--|---|
| 1-10, 18-22, 26, 27   | Photos clear & grub<br>Roadway ex. grading<br>pothole Patch material,<br>remove tree Agg Base,<br>Drip Inlet. Sign box;<br>Plant Tree, etc. | CT-028607                       | MARTIN BROTHERS<br>CONSTRUCTION  | \$784,460.00  |
| <p>IMPORTANT: Identify all DBE firms being participating in the project, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the DBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions</p> <p>1 Enter DBE prime and subcontractors certification number. 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 "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms</p> |   |                                 |  | <p>Total Claimed Participation</p> <p style="text-align: right;">\$ 784,460.00</p> <p style="text-align: right; font-size: 1.2em;">68 %</p> |
|   |   |                                 | <p><br/>Signature of Bidder</p> <p><u>06/14/06</u> (916) 381-0911<br/>Date (Area Code) Tel No</p> <p><u>Felipe Martin</u><br/>Person to Contact (Please Type or Print)</p> |   |

Local Agency Bidder - DBE Information (Rev 5/01/06)

- Distribution: (1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award  
 (2) Copy - Include in award package to Caltrans District Local Assistance  
 (3) Original - Local agency files

**SCHEDULE OF VALUES**

**JOB NAME: 65TH ST. EXPRESSWAY IMPROVEMENTS PROJECT 21ST AVE TO 14TH AVE (PN:TY06)**

**BI #23,24,25**

| ITEM DESCRIPTION                        | QTY  | UNIT PRICE | PER | EXT.       |
|---|------|------------|-----|------------|
| <b>BI 23</b>                            |      |            |     |            |
| RELOCATE EXISTING FLASHER STANDARD      | 1    | \$4,500.00 | EA  | \$4,500.00 |
| SERVICE FOUNDATION                      | 1    | \$1,000.00 | EA  | \$1,000.00 |
| INSTALL SERVICE                         | 1    | \$3,465.00 | EA  | \$3,465.00 |
| UNDERGROUND CONDUIT SYSTEM INSTALLATION | 200  | \$15.00    | LF  | \$3,000.00 |
| PVC 2"                                  | 200  | \$4.00     | LF  | \$800.00   |
| #5 PULLBOX                              | 2    | \$350.00   | EA  | \$700.00   |
| #6 PULL BOX                             | 1    | \$400.00   | EA  | \$400.00   |
| #6 PULL BOX W/ EXT                      | 1    | \$500.00   | EA  | \$500.00   |
| #14 THW SIGNAL WIRE                     | 1000 | \$1.00     | LF  | \$1,000.00 |
| #10 THW SIGNAL WIRE                     | 250  | \$1.40     | LF  | \$350.00   |
| #6 THW SIGNAL WIRE                      | 750  | \$2.00     | LF  | \$1,500.00 |
| #1 THW SIGNAL WIRE                      | 250  | \$4.00     | LF  | \$1,000.00 |
| DLC WIRE                                | 500  | \$4.00     | LF  | \$2,000.00 |
| REMOVE & SALVAGE EXISTING EQUIPMENT     | 1    | \$1,600.00 | LS  | \$1,600.00 |
| INSTALL PED COUNTDOWN SIGNAL HEADS      | 8    | \$600.00   | EA  | \$4,800.00 |
| INSTALL CITY FURNISHED VIDEO CAMERA     | 1    | \$743.00   | EA  | \$743.00   |
| INSTALL CITY FURNISHED MVDS             | 1    | \$750.00   | EA  | \$750.00   |

**BI #23 CONTRACT AMOUNT      \$26,108.00**

| <b>BI 24</b>                            |      |            |    |             |
|---|------|------------|----|-------------|
| FOUNDATION TYPE "A" STREETLIGHT         | 9    | \$1,130.00 | EA | \$10,170.00 |
| FURNISH & INSTALL TYPE "A" STREETLIGHT  | 9    | \$2,650.00 | EA | \$23,850.00 |
| UNDERGROUND CONDUIT SYSTEM INSTALLATION | 2090 | \$12.00    | LF | \$25,080.00 |
| PVC 2"                                  | 2090 | \$4.00     | LF | \$8,360.00  |
| #5 PULLBOX                              | 10   | \$350.00   | EA | \$3,500.00  |
| #6 PULL BOX                             | 4    | \$400.00   | EA | \$1,600.00  |
| #6 PULL BOX W/ EXT                      | 1    | \$528.00   | EA | \$528.00    |
| #14 THW SIGNAL WIRE                     | 1250 | \$1.00     | LF | \$1,250.00  |
| #10 THW SIGNAL WIRE                     | 2500 | \$1.20     | LF | \$3,000.00  |
| #6 THW SIGNAL WIRE                      | 8000 | \$1.50     | LF | \$12,000.00 |

**BI #24 CONTRACT AMOUNT      \$89,338.00**

| <b>BI 25</b>                                |      |          |    |             |
|---|------|----------|----|-------------|
| LAY UNDERGROUND CONDUIT SYSTEM INSTALLATION | 5860 | \$4.45   | LF | \$26,077.00 |
| PVC 2"                                      | 5860 | \$2.00   | LF | \$11,720.00 |
| #6 PULL BOX W/ EXT                          | 9    | \$490.00 | EA | \$4,410.00  |
| #10 THW SIGNAL WIRE                         | 3000 | \$1.20   | LF | \$3,600.00  |
| 12PR #20 SIGNAL INTERCONNECT CABLE          | 3000 | \$2.60   | LF | \$7,800.00  |

**BI #25 CONTRACT AMOUNT      \$53,607.00**

**GRAND TOTAL      \$171,053.00**

## 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.*

| <u>Included</u><br><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"/> 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<br>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"/> 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