

Contractor's Name: GRANITE CONSTRUCTION COMPANY  
 (Please print)

**Granite Construction Co.**

**FILED**

**JUN 27 2007**

By The  
Office of The City Clerk

CITY OF SACRAMENTO

**SEALED PROPOSAL**

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than Wednesday, June 27, 2007, at the Office of the City Clerk, Historic City Hall, at 915 I Street, 1st Floor, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on June 27, 2007 by the Office of the City Clerk, 915 I Street, Historic City Hall, Hearing Room 2nd Floor, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**Basin 26 Detention at Leonardo Da Vinci School  
 (WI71) (B073331041)**

in the City and County of Sacramento, California.

TOTAL BID MINUS BID ITEM 21 B: \$ 2,728,127.<sup>00</sup> (\$ \_\_\_\_\_).

TOTAL BID MINUS BID ITEM 21 A: 2,727,727.<sup>00</sup> (\$ \_\_\_\_\_).

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	\$ 1,000. <sup>00</sup>	\$ 1,000. <sup>00</sup>
2	Mobilization/Demobilization	1	LS	\$ 105,707. <sup>00</sup>	\$ 105,707. <sup>00</sup>
3	Water Quality Control	1	LS	\$ 5,000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
4	36" Storm Drain Pipe to Place in Street	1145	LF	\$ 301. <sup>00</sup>	\$ 344,645. <sup>00</sup>
5	60" Storm Drain Pipe to Place in Street	2017	LF	\$ 467. <sup>00</sup>	\$ 941,939. <sup>00</sup>
6	Type B Drain Inlet to Construct	5	EA	\$ 5,000. <sup>00</sup>	\$ 25,000. <sup>00</sup>
7	Existing Drain Inlet to Remove	5	EA	\$ 1,300. <sup>00</sup>	\$ 6,500. <sup>00</sup>
8	12" Drain Inlet Lead to Install	235	LF	\$ 175. <sup>00</sup>	\$ 41,125. <sup>00</sup>
9	Existing Drain Inlet Lead to Remove/Abandon	50	LF	\$ 150. <sup>00</sup>	\$ 7,500. <sup>00</sup>
10	Existing Manhole to Remove	7	EA	\$ 300. <sup>00</sup>	\$ 2,100. <sup>00</sup>
11	Pipe Ends to Plug	6	EA	\$ 250. <sup>00</sup>	\$ 1,500. <sup>00</sup>
12	Curb Ramps to Construct	3	EA	\$ 4,940. <sup>00</sup>	\$ 14,820. <sup>00</sup>
13	Water Service to Replace	10	EA	\$ 3,000. <sup>00</sup>	\$ 30,000. <sup>00</sup>

14	Conflicting Sewer Service to Replace	10	EA	\$ 4,500. <sup>00</sup>	\$ 45,000. <sup>00</sup>
15	Saddle Manhole to Construct	5	EA	\$ 10,800. <sup>00</sup>	\$ 54,000. <sup>00</sup>
16	Standard Manhole No. 4	7	EA	\$ 10,000. <sup>00</sup>	\$ 70,000. <sup>00</sup>
17	Precast Junction Box to Construct	1	LS	\$ 41,200. <sup>00</sup>	\$ 41,200. <sup>00</sup>
18	Junction Box at 60" , 90 degree Bend	1	LS	\$ 31,200. <sup>00</sup>	\$ 31,200. <sup>00</sup>
19	Saddle/Separation Maintenance Hole to Construct	1	LS	\$ 21,800. <sup>00</sup>	\$ 21,800. <sup>00</sup>
20	Clearing, Grubbing and Removal at LDV School	1	LS	\$ 32,400. <sup>00</sup>	\$ 32,400. <sup>00</sup>
21A	Basin Excavation - Alternate A	20000	CY	\$ 13. <sup>40</sup>	\$ 268,000. <sup>00</sup>
21B	Basin Excavation - Alternate B	20000	CY	\$ 13. <sup>38</sup>	\$ 267,600. <sup>00</sup>
22	Basin Grading	1	LS	\$ 45,100. <sup>00</sup>	\$ 45,100. <sup>00</sup>
23	12" PVC Perforated Drain Pipe Basin to Install	1125	LF	\$ 37. <sup>00</sup>	\$ 41,625. <sup>00</sup>
24	Basin Inlet Outlet Structure to Construct	1	LS	\$ 16,600. <sup>00</sup>	\$ 16,600. <sup>00</sup>
25	Preformed PVC Drainage Structure to Construct	7	EA	\$ 1,460. <sup>00</sup>	\$ 10,220. <sup>00</sup>
26	Basin Portland Cement Flatwork to Construct	8668	SF	\$ 9. <sup>00</sup>	\$ 78,012. <sup>00</sup>
27	Basin Retaining Walls, Stairway, Arena Seating	1	LS	\$ 166,500. <sup>00</sup>	\$ 166,500. <sup>00</sup>
28	Backstop Recreational Amenities	1	LS	\$ 22,000. <sup>00</sup>	\$ 22,000. <sup>00</sup>
29	Irrigation System to Place	1	LS	\$ 51,662. <sup>00</sup>	\$ 51,662. <sup>00</sup>
30	Sod to Install	1	LS	\$ 46,055. <sup>00</sup>	\$ 46,055. <sup>00</sup>
31	Landscaping	1	LS	24,137. <sup>00</sup>	24,137. <sup>00</sup>
32	Wrought Iron Fence and Stair Rails	1	LS	\$ 37,000. <sup>00</sup>	\$ 37,000. <sup>00</sup>
33	Chain Link Fence to Remove and Replace No vinyl slats shall be provided	900	LF	\$ 24,300. <sup>00</sup>	\$ 24,300. <sup>00</sup>
34	Site Amenities to Provide and Install	1	LS	\$ 16,000. <sup>00</sup>	\$ 16,000. <sup>00</sup>
35	Infield Soil Mix to Place	5500	SF	\$ 1. <sup>80</sup>	\$ 9,900. <sup>00</sup>
36	24" Basin Storm Drain Pipe in Basin to Place	160	LF	\$ 155. <sup>00</sup>	\$ 24,800. <sup>00</sup>
37	Electrical Connections, Conduit, Outlets to Install	1	LS	\$ 23,780. <sup>00</sup>	\$ 23,780. <sup>00</sup>

TOTAL BID MINUS BID ITEM 21B: \$ 2,728,127.<sup>00</sup>  
TOTAL BID MINUS BID ITEM 21A: \$ 2,727,727.<sup>00</sup>

(to be forwarded to page #1)

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

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 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 the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit 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 City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item 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 City will determine the low bidder considering alternative bid Items for Basin Excavation, 21A and 21B. Another public entity which needs the excavated material at the landfill will pay the City the difference between the lowest "Total Bid Minus Alternative Bid Item 21B" minus the lowest "Total Bid Minus Alternative Bid Item 21A," if the amount is "reasonable," (or they will pay nothing if the amount is negative) in which case the City will award the bid to the contractor with the lowest Total Bid minus Alternative Bid Item 21B. Otherwise the bid will be awarded to the contractor with the lowest Total Bid minus Alternative Bid Item 21A, both after corrections are made for any mathematical errors, etc. The total contract bid amount will include all bid items minus Item 21B or all bid items minus Item 21A.**

It is understood that this bid is based upon completion of the work within a period of **ninety (90) working days** commencing on the date specified in the Notice to Proceed. However, the work at SCUSD property (Leonardo DaVinci School(LDV)) shall be completed, other than landscaping and landscape maintenance within **sixty-five (65) working days**.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable), whether for the entire project or for the portion at LDV School, shall be **one thousand five hundred dollars (\$1,500.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has carefully checked all of the above 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.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

Standard Specification Section 3-2, requires that the City award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. However, the award will be delayed until project approvals are received from the Division of the State Architect and from SCUSD and an easement allowing work at the school site been processed. The City reserves the right to reject any and all bids.



**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 ESBD goal. Additionally, all other subcontractors who perform work, labor or tender service in an amount in excess of one-half (0.5) of one 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 subcontracted value exceeds one-half (0.5) 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 will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY.

Name of Prime Contractor:	CONSTRUCTION	Total Estimated Bid Amount:	DATE:
GRANITE COMPANY		\$ 2,730,730.00	June 27, 2007
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE <small>** (subject to verification)</small>	Items of work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work/Service Provided
PISOE FENCE DIVISION CITRUS HEIGHTS, CA	SBE	FENCE	\$ 82,080.00
EMERT CONSTRUCTION STOCKTON, CA	SBE	LANDSCAPE & IRRIGATION	\$ 147,254.00
LARRY JENKINS TRUCKING PLACERVILLE, CA	SBE	TRUCKING (TRANSFER, 10-WHEELER)	\$ 49,000.00
NATIONAL CONC. CUTTING SACRAMENTO, CA		SAWCUT AC & PCC	\$ 16,105.00
TRIANGLE EXCAVATION DIXON, CA		CLEAR & GRUB	\$ 13,375.00
ROYAL ELECTRIC SACRAMENTO, CA		ELECTRICAL	\$ 23,780.00
CAMBLIN SACRAMENTO, CA		REBAR	\$ 13,500.00
PTS MASONRY SACRAMENTO, CA		CMU	\$ 44,568.00
LARRY JENKINS TRUCKING PLACERVILLE, CA	SBE	RPC SUPPLY (PARTIAL)	\$ 237,000.00

**\*\*CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING**



**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Consultant: GRANITE CONSTRUCTION COMPANY

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

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with my City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. 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.

4. 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:
  - 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).
- 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.

- 5. I understand that failure to comply with the provisions of Section 4. (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.
- 6. 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.
- 7. 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 Ordinance 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 Requirements or of the Ordinance by me.

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.

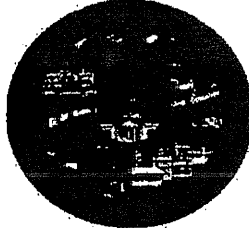
GRANITE CONSTRUCTION COMPANY

BY:   
Signature of Authorized Representative

June 27, 2007  
Date

Jigisha Desai  
Print Name

Vice President  
Title



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

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 Code (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,

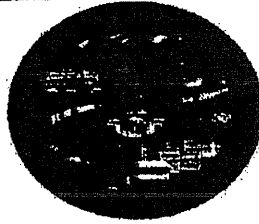
**You May . . .**

- 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  
915 I St., 2nd Floor  
Sacramento, CA 95814

- 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

DATE BID OPENED <u>6-27-07</u>
EMPLOYEE INITIALS <u>V.M.</u>
MARK ONE BOX IN 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>
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

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 . . .**

- 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  
915 I St., 2nd Floor  
Sacramento, CA 95814
- 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.



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 **LJ5150030P**. 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  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 - I STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-8240  
FAX: 916-808-5747

May 31, 2006

EMERT CONSTRUCTION INC.  
10642 PLEASANT VALLEY CIRCLE  
STOCKTON CA 95209-3720

**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 April 30, 2009.

Your firm has been assigned Certification Number EMC5025000P. 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,

Charlotte A. Broussard  
Program Analyst



DEPARTMENT OF UTILITIES  
ENGINEERING SERVICES

CITY OF SACRAMENTO  
CALIFORNIA

1391- 35<sup>TH</sup> AVENUE  
SACRAMENTO, CA 95822

916-808-1400  
FAX 916-808-1497 or 1498

**Basin 26 Detention at Leonardo Da Vinci School**  
**PN: WI 71**

June 18, 2007

**To All Potential Bidders:**

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the 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 for bids to be received by one of the following methods:

- (a) By acknowledging receipt on the sealed proposal in the space provided.
- (b) By separate letter or telegram which includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the office of the City Clerk, 915 I Street, Plaza Level Sacramento CA 95814, prior to the hour and date specified for receipt of bids, **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 Project Name and the Addendum Number and is received prior to the hour and date specified for bid opening.

For any questions related to this addendum, contact the Project Manager, Mark Elliott at (916) 808-8894.

Sincerely,

Handwritten signature of Andy Hunt in black ink.

Andy Hunt , Supervising Engineer

addendum  
Enclosure

cc: Distribution List  
Planholders

Handwritten signature of Mark Elliott in black ink.

for Clerk's Office

Approval Date

***Basin 26 Detention at Leonardo Da Vinci School (PN:WI 71)***

- Item #1** - Special Provisions Item 27 "Basin Retaining Walls, Stairway, Arena Seating." There are no directions in the Special Provisions for construction of the Keystone block walls shown on the plans. These walls shall be Keystone, Allen Block, or equal, and shall be constructed in accordance with the manufacturer's recommendations for the height of walls and batter shown on the plans and to the satisfaction of the engineer. Contractor shall submit material for approval with regard to unit size, surface treatment and color.
- Item #2** - Bid Proposal Form Total Bid: There is some confusion with regard to how the City will determine the low bidder for this project. The following statement is now included on Page 2 of the Bid Proposal form, in bold:
- "The City will determine the low bidder considering alternative bid Items for Basin Excavation, 21A and 21B. Another public entity which needs the excavated material at the landfill will pay the City the difference between the lowest "Total Bid Minus Alternative Bid Item 21B" minus the lowest "Total Bid Minus Alternative Bid Item 21A," if the amount is "reasonable," (or they will pay nothing if the amount is negative) in which case the City will award the bid to the contractor with the lowest Total Bid minus Alternative Bid Item 21B. Otherwise the bid will be awarded to the contractor with the lowest Total Bid minus Alternative Bid Item 21A, both after corrections are made for any mathematical errors, etc. The total contract bid amount will include all bid items minus Item 21B or all bid items minus Item 21A."**
- A new bid proposal form is included herewith and is green in color. The Contractor must complete the entire new (green) bid proposal form as it will be the only bid proposal form accepted by the City.
- Item #3** - The Bid Proposal form, Bid Item 7 "Existing Drain Inlet Lead to Remove" has been changed to "Existing Drain Inlet to Remove" on the new (green) form.
- Item #4** - Plan sheet G-1 and R-1: On the north side of the basin, east of the irrigation pump, Section D/R-1 is to be modified such that the sidewalk is at the top of the slope near the property line and the slope and dimensions adjusted to match the plan. Where section I/R-1 is called out at the retaining wall on the east side of the basin, north of the stairway use section K/R-1 instead.
- Item #5** - Special Provisions, Item 29 "Irrigation System to Place" call for the contractor to provide a new irrigation pump, whereas the Plans direct the Contractor to use the existing irrigation pump. The Plans are correct, the Contractor is to re-use

the existing irrigation pump.

- Item #6 - Plan Sheet PP-1: Two notes read "New handicapped access ramps to be constructed by City. Contractor to coordinate with new inlet work," referring to two access ramps at Fegan Way and 23<sup>rd</sup> Ave and one at Joaquin Way and 23<sup>rd</sup> Ave. These notes shall be changed to read "Construct new access ramps."
- Item #7 - Bid Proposal Form, Item No. 5 "60" Storm Drain Pipe to Place in Street" indicates the Contractor is to provide a bid for 1950 linear feet. The new (green) bid proposal form has been changed to indicate the Contractor is to bid 2017 linear feet for this item.
- Item #8 - Bid Proposal Form, Item No. 20 "Clearing, Grubbing and Removal at LDV School" indicates the Contractor is to provide a bid for 120425 square feet. The new (green) bid proposal form has been changed to indicate the Contractor is to bid one (1) lump sum amount for this item.
- Item #9 - Bid Proposal Form, Item No. 22 "Basin Grading" indicates the Contractor is to provide a bid for 90000 square feet. The new (green) bid proposal form has been changed to indicate the Contractor is to bid one (1) lump sum amount for this item. Item 22 of the Special Provisions, states "Payment shall be at the unit price per cubic yard." This shall be modified to state "Payment shall be at the lump sum price bid."
- Item #10 - Bid Proposal Form, Item No. 29 "Irrigation System to Place" indicates the Contractor is to provide a bid for 89639 square feet. The new (green) bid proposal form has been changed to indicate the Contractor is to bid one (1) lump sum amount for this item.
- Item #11 - Bid Proposal Form, Item No. 32 "Wrought Iron Fence and Stair Rails" indicates the Contractor is to provide a bid for 280 square feet. The new (green) bid proposal form has been changed to indicate the Contractor is to bid one (1) lump sum amount for this item.
- Item #12 - Special Provisions, Item 34 "Site Amenities to Provide and Install" requires the Contractor to provide trash receptacles and benches with seat backs among other items, but nowhere does it indicate the number of trash receptacles or benches with seat backs. Contractor shall provide three (3) trash receptacles and three (3) benches with seat backs.
- Item #13 - ***The bid opening date will be extended to June 27.*** Bids are to be received before 2:00 p.m. Wednesday June 27, 2007 at Historic city Hall, City Clerk's Office, 915 I Street, 1<sup>st</sup> floor, Sacramento, CA 95814.

THE FOLLOWING DOCUMENTS  
ARE TO BE COMPLETED AND  
SUBMITTED WITH THE BID PACKAGE