

**BID PROPOSAL CHECKLIST**

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

Included <u>Please (✓)</u>	<b>FILED</b>  <b>MAR 28 2007</b>  By The Office of The City Clerk	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form		1 – 5
<input checked="" type="checkbox"/> Bid Proposal Guarantee		1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification		1 only
<input checked="" type="checkbox"/> E/SBE Subcontractor Form*		1 only
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification		1 – 9

\* Certifications due no later than two working days after bid opening

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:

**Fulton Avenue Development Project -- (PN: CB37)**

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	Clearing and Grubbing	1 (F)	LS	\$ <u>—</u>	\$ <u>79,000</u>
2	Remove Trees	1(F)	LS	\$ <u>—</u>	\$ <u>23,500</u>
3	Temporary Drainage	1(F)	LS	\$ <u>—</u>	\$ <u>96,000</u>
4	Building Demolition	1(F)	LS	\$ <u>—</u>	\$ <u>119,000</u>
5	Septic System Demolition and Removal	1(F)	LS	\$ <u>—</u>	\$ <u>8,500</u>
6	Fence (4 Feet High)	1,250	LF	\$ <u>13</u>	\$ <u>16,250</u>
7	North Area Contaminated Material Excavation (Soil Unsuitable for Unrestricted Use)	2,600	CY	\$ <u>8</u>	\$ <u>20,800</u>
8	Parcel A Contaminated Material Excavation (Soil Unsuitable for Unrestricted Use)	35,000	CY	\$ <u>150</u>	\$ <u>52,500</u>
9	Excavation (Soil Suitable for Unrestricted Use)	6,900	CY	\$ <u>5</u>	\$ <u>34,500</u>
10	Class III Contaminated Soil to Remove and Dispose (Clay Pigeon Debris)	20,000	TN	\$ <u>39<del>00</del></u>	\$ <u>780,000</u>
11	Remove and Replace Unsuitable Material	3,000	TN	\$ <u>7</u>	\$ <u>21,000</u>
12	Import Fill and Grading	27,450	CY	\$ <u>10<sup>50</sup></u>	\$ <u>288,225</u>
13	Import Borrow and Grading (F)	17,300	CY	\$ <u>7<sup>50</sup></u>	\$ <u>129,750</u>
14	Place Geotextile Fabric	33,900	SY	\$ <u>.75</u>	\$ <u>25,425</u>
15	Asphalt Concrete Type A to Place	285,000	SF	\$ <u>2</u>	\$ <u>570,000</u>

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
16	Aggregate Base Type 2 to Place	285,000	SF	\$ <u>.65</u>	\$ <u>185,250</u>
17	Construct Asphalt Concrete Header Board	1,600	LF	\$ <u>12</u>	\$ <u>19,200</u>
18	Erosion Control (Hydroseed)	1	LS	\$ <u>-</u>	\$ <u>91,000</u>
19	Structural Concrete Retaining Wall (4-6feet)	70	LF	\$ <u>575</u>	\$ <u>40,250</u>
20	Structural Concrete Retaining Wall (6-8feet)	590	LF	\$ <u>425</u>	\$ <u>250,750</u>
21	Structural Concrete Retaining Wall (8-10feet)	680	LF	\$ <u>695</u>	\$ <u>472,600</u>
22	36 Inch Drain Pipe	971	LF	\$ <u>175</u>	\$ <u>169,925</u>
23	18 Inch Drain Pipe	615	LF	\$ <u>80</u>	\$ <u>49,200</u>
24	12 Inch Drain Pipe	14	LF	\$ <u>100</u>	\$ <u>1,400</u>
25	Manhole No. 3 to Construct	1	EA	\$ <u>4500</u>	\$ <u>4,500</u>
26	Manhole No. 4 to Construct	4	EA	\$ <u>6000</u>	\$ <u>24,000</u>
27	Rock Slope Protection (No. 1, Method B)	65	CY	\$ <u>50</u>	\$ <u>3,250</u>
28	Construct 36 Inch Outfall Structure and Trash Rack	1	LS	\$ <u>-</u>	\$ <u>5,350</u>
29	Construct 36 Inch Trashrack	1	LS	\$ <u>-</u>	\$ <u>1,605</u>
30	Construct Water Quality Basin Outlet Structure	1	LS	\$ <u>-</u>	\$ <u>10,700</u>
31	Construct 18 Inch Outlet Structure	1	LS	\$ <u>-</u>	\$ <u>3,745</u>
				TOTAL \$	<u>3,597,175</u>

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

The time limit for the completion of all work is **eighty (80) working days** from the date on the Notice to Proceed.

Should work not be completed as specified for all work and portions of work listed above to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of **ONE THOUSAND DOLLARS (\$1,000)** as liquidated damages and not penalty, for each calendar day delay after the expiration of each period described above.

The Contractor shall provide bonds, insurance certificates, and signed agreement upon notice of intent of award by the City and prior to the scheduled City Council award. The Contractor shall pay a sum in the amount of two thousand dollars (\$2,000) as an administrative penalty for not providing bonds, insurance certificates, and signed agreement prior to the City council award date. The penalty will be deducted from the 1st payment made to the Contractor. The City shall reimburse the Contractor for any cost incurred in obtaining bonds, if the Contract is not awarded to the Contractor. The contractor shall begin work within five (5) days of the date of the Notice to Proceed. It is anticipated that working days will begin in April 2007.

It is understood that this Bid Proposal is based upon completion of the Work within a period of eighty (80) working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

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

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

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

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 2/23/07 DATE

Add # 2 3/2/07 DATE

Add # 3 3/14/07 DATE

4 3/19/07

5 3/20/07

6 3/20/07

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

**Sierra National Construction, Inc.  
dba JRS General Engineering**

CONTRACTOR:

By *[Signature]*  
(Signature)

KIP SKIDMORE  
(Print or Type)

Title PRESIDENT

Address 5433 EL CAMINO AVE, SUITE 4  
CARMICHAEL CA 95608

Telephone No 916-481-6792

Fax No. 916-482-2207

Date 3/28/07

Contractor's License No. 876311 Type A

Expiration Date 4/30/08

Tax I.D. Nos.- Fed. 68-0039679 State CALIFORNIA

City of Sacramento Business Operation Tax Certificate No. 101851

(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:       NONE      

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:       Sierra National Construction, Inc.      

BY:       *[Signature]*             dba JRS General Engineering             *[Signature]*       Date:       3/21/07      

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.



# **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

## **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (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 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**

**Sierra National Construction, Inc.  
dba JRS General Engineering**

Name of Contractor

5433 EL CAMINO AVE, SUITE 4 (AALMICHAEL CA 95608  
Address

The above named contractor ("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 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, 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:

**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.

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.

8. 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.

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

3/28/07  
\_\_\_\_\_  
Date

KIP SIMONE  
\_\_\_\_\_  
Print Name  
PRESIDENT  
\_\_\_\_\_  
Title

DATE BID OPENED 3-28-07  
EMPLOYEE INITIALS V.M.  
MARK ONE BOX FOR EACH ITEM ONLY

**BID SECURITY**  
 NONE REQUIRED  
 PROPERLY SIGNED

**BID DEPOSIT TYPE**  
 BID BOND  
 CALIF. BANK CASHIER'S CHECK  
 CERTIFIED CHECK  
 CASH  
 CALIF. BANK MONEY ORDER

**AFTER AWARD OF BID**  
 SECURITY RETURNED  
 SECURITY ACCEPTED

EMPLOYEE INITIALS \_\_\_\_\_  
DATE \_\_\_\_\_



**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 . . .**

- 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



**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 . . .**

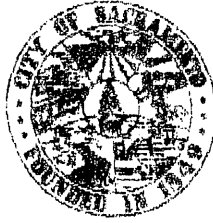
- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior 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.



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

921 - 10<sup>th</sup> STREET  
4<sup>th</sup> FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE 916-808-6240  
FAX 916-808-5747

January 26, 2005

ARIZA CONSTRUCTION  
958 NAXOS WAY  
ELK GROVE CA 95758

**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 (ESBD) Program**.

Effective this day, your firm has been certified as an **Emerging Business Enterprise**. This certificate will expire **January 31, 2008**. 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 **ARC527522OP**, which 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 phone number **(916) 808-6747**.

Sincerely,

Luane Roina  
Program Analyst



DEPARTMENT OF  
FINANCE

OFFICE OF SMALL  
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

July 27, 2004

921 TENTH STREET  
ROOM 402  
SACRAMENTO, CA  
95814-2714

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

RAMCON ENGINEERING & ENVIRONMENTAL CONSTRUCTION  
880 SOUTH RIVER ROAD  
WEST SACRAMENTO CA 95691

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

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

Your certification is valid through March 31, 2007.

Your firm has been assigned Certification Number RAM5125210A 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,

A handwritten signature in cursive script that reads "Louane Roina".

Louane Roina  
Program Analyst