

FILED

Intermountain

APR 25 2007

**BID PROPOSAL CHECKLIST**

By The  
Office of The City Clerk

***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 Please (√)	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 – 3
<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

\* This information is due by no later than close of business two (2) 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:

**2007 SEAL COAT PROJECT (PN:RM72)**

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	SLURRY SEAL (TYPE II) TO PLACE	884,219	SY	\$ <u>0.79</u>	\$ <u>698,533.<sup>01</sup></u>
2	MICROSURFACING TO PLACE	242,542	SY	\$ <u>1.05</u>	\$ <u>254,669.<sup>10</sup></u>
3	MODIFIED ASPHALT BINDER CAPE SEAL TO PLACE	383,151	SY	\$ <u>4.04</u>	\$ <u>1,547,930.<sup>04</sup></u>
4	SEAL COAT TO PLACE	9,600	SY	\$ <u>1.19</u>	\$ <u>11,424.<sup>00</sup></u>
5	TRAFFIC STRIPE (4" & 6") TO REMOVE	120,780	LF	\$ <u>0.60</u>	\$ <u>72,468.<sup>00</sup></u>
6	TRAFFIC STRIPE (8") TO REMOVE	4,335	LF	\$ <u>0.82</u>	\$ <u>3554.<sup>70</sup></u>
7	TRAFFIC STRIPE (12") TO REMOVE	34,323	LF	\$ <u>1.38</u>	\$ <u>47,365.<sup>74</sup></u>
8	PAVEMENT MARKING TO REMOVE	17,161	SF	\$ <u>1.65</u>	\$ <u>28,315.<sup>65</sup></u>
9	PAVEMENT MARKERS TO PLACE	5,615	EA	\$ <u>6.60</u>	\$ <u>37,059.<sup>00</sup></u>
10	THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE	100,812	LF	\$ <u>0.72</u>	\$ <u>72,584.<sup>64</sup></u>
11	THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE	38,239	LF	\$ <u>1.10</u>	\$ <u>42,062.<sup>90</sup></u>
12	THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE	5,525	LF	\$ <u>1.65</u>	\$ <u>9116.<sup>25</sup></u>
13	THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE	34,323	LF	\$ <u>2.02</u>	\$ <u>69,332.<sup>46</sup></u>
14	THERMOPLASTIC PAVEMENT MARKING TO PLACE	17,473	SF	\$ <u>4.38</u>	\$ <u>76,531.<sup>74</sup></u>
15	PAVEMENT GRINDING AT CURB RAMPS	238	EA	\$ <u>118.<sup>98</sup></u>	\$ <u>28,317.<sup>24</sup></u>
				<b>TOTAL BID</b>	\$ <u>2,999,264.<sup>47</sup></u>



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 STREET ROOM 2000  
SACRAMENTO CA  
95814-7700

ENGINEERING SERVICES DIVISION

PH: (916) 808-8300  
FAX: (916) 808-8381

**2007 SEAL COAT PROJECT  
(PN: RM72)  
Addendum #1**

April 16, 2007

**To all Potential Bidders:**

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose Ledesma  
Administrative Technician  
Contract Services

Enclosure

**ADDENDUM NO. 1****DATE: 04/16/07**

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**2007 SEAL COAT PROJECT  
(PN: RM72)**

- ITEM 1 The modified asphalt binder found in Item No. 3 "MODIFIED ASPHALT BINDER CAPE SEAL TO PLACE" shall have a minimum 5 % weight of recycled tire rubber as an ingredient of the product
- ITEM 2 On page 23 of the Special Provisions, second paragraph of "Preparation of Surface", the last sentence should read:
- "The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be included in **Items 2.5, 2.6, 2.7, 2.8.and 2.9**"
- ITEM 3 On page 24 of the Special Provisions, first paragraph, the last sentence should read:
- "The placing of the raised blue dots shall be paid for under **Item No. 9 "Pavement Markers to Place"** of these Special Provisions."
- ITEM 4 On page 25 of the Special Provisions, the following paragraph shall be included in the "Placing" section of Item No. 1 "SLURRY SEAL (TYPE II) TO PLACE":
- "The Contractor is responsible for one sweep approximately one week after placement of slurry seal and a final sweep approximately three to four weeks after placement of slurry seal."
- ITEM 5 On page 32 of the Special Provisions, the section for "Wheel Path Depression (Rut) Box" shall be removed.
- ITEM 6 On page 32 of the Special Provisions, second paragraph of "Preparation of Surface", the last sentence should read:
- "The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be included in **Items 2.5, 2.6, 2.7, 2.8.and 2.9**"
- ITEM 7 On page 33 of the Special Provisions, the last three paragraphs referencing wheel path depression repair shall be removed.
- ITEM 8 On page 34 of the Special Provisions, the following paragraph shall be included in the "Placing" section of Item No. 2 "MICROSURFACING (TYPE II) TO PLACE":
- "The Contractor is responsible for one sweep approximately one week after placement of microsurfacing and a final sweep approximately three to four weeks after placement of microsurfacing."

ITEM 9 On page 39 of the Special Provisions, third paragraph of "Surface Preparation", the last sentence (found on page 39 and 40) should read:

"The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be included in **items 2.5, 2.6, 2.7, 2.8 and 2.9**"

Contract award shall be based on the lowest responsive and responsible bidder.

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 the date on 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 **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. # One (1) DATE April 16, 2007

Add. # \_\_\_\_\_ DATE \_\_\_\_\_

Add. # \_\_\_\_\_ DATE \_\_\_\_\_

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

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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:

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

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

CONTRACTOR: INTERMOUNTAIN SLURRY SEAL, INC.

By *Karl Sum Lee*  
(Signature)

Karl Sum Lee  
(Print or Type)

SEE ATTACHED CERTIFICATE OF SECRETARY  
Title Secretary

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

Telephone No. 831-724-1011

Fax No. 831-768-4021

Date April 25, 2007

Contractor's License No. 462443 Type A

Expiration Date 01/31/08

Tax I.D. Nos. - Fed. 87-0307259 State Wyoming

City of Sacramento Business Operation Tax Certificate No. \_\_\_\_\_

**INTERMOUNTAIN SLURRY SEAL, INC.**

**CERTIFICATE OF SECRETARY**

I, Karl Sum Lee, Secretary of INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming corporation, do hereby certify that the following is a true and correct copy of resolutions duly adopted on March 20 2007 by unanimous written consent and without a meeting as authorized by 17-16-704(a) of the Wyoming Business Corporation act and the Bylaws of the Company:

**AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS**

**RESOLVED**, that effective March 20, 2007, the below listed officers of the Company are authorized to execute documents and agreements in connection with the operations of this Company:

Tracy Coppinger	Chairman of the Board, President & Chief Executive Officer
David J. Brunton	Chief Financial Officer, Treasurer & Assistant Secretary
Ronald L. Gatto	Vice President, Controller & Assistant Secretary
Karl Sum Lee	Secretary
Gary R. Price	Assistant Secretary

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

**AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS**

**RESOLVED**, that effective March 20, 2007, the below listed officers of the Company are authorized to attest documents and agreements in connection with the operations of this Company:

Tracy Coppinger	Chairman of the Board, President & Chief Executive Officer
David J. Brunton	Chief Financial Officer, Treasurer & Assistant Secretary
Ronald L. Gatto	Vice President, Controller & Assistant Secretary
Karl Sum Lee	Secretary
Gary R. Price	Assistant Secretary

Dated: March 20, 2007

  
Karl Sum Lee



RECEIVED APR 10 2006



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 - J STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

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

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

April 4, 2006

SIERRA STRIPING INC.  
6141 ANGELO COURT  
LOOMIS CA 95650

**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 **February 28, 2009.**

Your firm has been assigned **Certification Number SIS5550000P.** 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

JUL 25 2006



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: 916-808-6240  
FAX: 916-808-5747

July 20, 2006

TRI-AMERICAN INC.  
980 AMES AVE. STE. B  
MILPITAS CA 95035

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, 2008.**

Your firm has been assigned Certification Number TRA5325000A, 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  
FINANCE

OFFICE OF SMALL  
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

921 TENTH STREET  
ROOM 402  
SACRAMENTO, CA  
95814-2714

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

August 27, 2004

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

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Charlotte A. Broussard".

Charlotte A. Broussard  
Program Analyst



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

## **INTRODUCTION**

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

## **APPLICATION**

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

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

## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

INTERMOUNTAIN SLURRY SEAL, INC.

Name of Contractor

P.O. Box 50085, Watsonville, CA 95077

Address

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERMOUNTAIN SLURRY SEAL, INC.

BY: *Karl Sum Lee*  
Signature of Authorized Representative

April 25, 2007  
Date

Karl Sum Lee  
Print Name

Secretary  
Title

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

## You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Contract Services Unit  
915 I St, 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

DATE BID OPENED	4-25-07
EMPLOYEE INITIALS	VIM
MARK ONE BOX FOR EACH ITEM ONLY	
BID SECURITY	
<input type="checkbox"/>	NONE REQUIRED
<input checked="" type="checkbox"/>	PROPERLY SIGNED
BID DEPOSIT TYPE	
<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
AFTER AWARD OF BID	
<input type="checkbox"/>	SECURITY RETURNED
<input type="checkbox"/>	SECURITY ACCEPTED
EMPLOYEE INITIALS	_____
DATE	_____

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

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

The included employee benefits are:

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

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

### **You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St, 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

### **Discrimination and Retaliation Prohibited.**

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

### **You May Also . . .**

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

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

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

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

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

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



