

FILED

MAY 02 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.

<u>Included</u> <u>Please (√)</u>	<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
<input checked="" type="checkbox"/> Schedule of Values for Electrical Items**	

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

** Bidder generated document due with bid at 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:

Fruitridge & Bradford / Wilkinson Traffic Signal Project (PN: SM15)

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.	Traffic Signal Installation.	1	LS	\$ 140,533	\$ 140,533
2.	Install interconnect cables	1	LS	\$ 4,920	\$ 4,920
3.	Signing and striping	1	LS	\$ 5,775	\$ 5,775
4.	Asphalt concrete pavement to remove and replace	662	SF	\$ 22	\$ 14,564
5.	Sidewalk, 3 1/2 " PCC, to remove and replace	564	SF	\$ 33 ⁵⁰	\$ 18,894
6.	Curb and gutter No. 4 to remove and replace	176	LF	\$ 69	\$ 12,144
7.	Truncated domes to place	3	EA	\$ 900	\$ 2,700
8.	Chain link fence modifications	4	EA	\$ 2,200	\$ 8,800
9.	Curb No. 15 to place	137	LF	\$ 26	\$ 3,425
10.	Curb No. 15 to remove	56	LF	\$ 15	\$ 840
11.	Planter to place	196	SF	\$ 18	\$ 3,528
12.	Concrete driveway apron to place	140	SF	\$ 35	\$ 4,900
				TOTAL	\$ 221,023

CONTRACTOR NAME: MAY-HAN-ELECTRIC INC.
DBA M & M ELECTRIC

TOTAL \$ 221,023

Note: Cost breakdown shall be required for lump sum item numbers 1 and 2 or bid will be deemed non-responsive.

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after the date on the Notice to Proceed issued by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **Sixty (60) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall refer to Section 1.2 Completion Time of the Special Provisions for calculation of the completion date.

In determining the amount bid by each bidder, the 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 the 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. #	_____	DATE	<u> N/A </u>
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.

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:

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

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
X _____ BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:
By [Signature]
(Signature)
RANDALL THOMAS
(Print or Type)

Title ATTORNEY IN FACT
Address 1600 AUBURN BLVD
SACRAMENTO CA. 95815
Telephone No. 916-929-0150
Fax No. 916-929-1168
Date 5-2-07

Contractor's License No. 260864 Type 'A', C-10
Expiration Date 8-31-08
Tax I.D. Nos.- Fed. 94-171147 State CALIFORNIA
City of Sacramento Business Operation Tax Certificate No. 80054
(City will not award contract if Certificate Number is missing.)

FRUITRIDGE/BRADFORD/WILKINSON

ITEM 1

Description	Quantity	Unit Price	Per	Extended Price
Underground Conduit System Installation	835	33	LF	\$27,555.00
PVC 3"	610	5.1	LF	\$3,111.00
PVC 2"	640	3.4	LF	\$2,176.00
PVC 4"	0	7.1	LF	\$0.00
#14 THW Signal Wire	15565	0.75	M	\$11,673.75
#10 THW Signal & Streetlight Wire	985	1.2	M	\$1,182.00
#6 THW Signal & Streetlight Wire	3100	1.8	M	\$5,580.00
#1 THW Service Wire	705	3.2	M	\$2,256.00
DLC micro wave	995	1.6	M	\$1,592.00
Coax / mvd Cable	720	2.75	M	\$1,980.00
Opticom Wire	1070	1.75	M	\$1,872.50
#5 Pull Box	8	410	EA	\$3,280.00
#6 Pull Box	4	475	EA	\$1,900.00
N-44 Pull Box	1	700	EA	\$700.00
Opticom System	4	2200	EA	\$8,800.00
Install City Camera	4	1500	EA	\$6,000.00
Install City Microwave Det.	2	1500	EA	\$3,000.00
MAS	4	635	EA	\$2,540.00
SV-2-T	3	1350	EA	\$4,050.00
SV-1-T	7	725	EA	\$5,075.00
TV_!_T	2	800	EA	\$1,600.00
Ped Heads SP-2-T	5	450	EA	\$2,250.00
Ped. Push Buttons	8	120	EA	\$960.00
Type 26 Foundation	2	1650	EA	\$3,300.00
Type 15 Foundation	4	1150	EA	\$4,600.00
Install Type 26 City Supplied	2	1950	EA	\$3,900.00
Tinstall Type 15	4	1275	EA	\$5,100.00
Type 15D Pole with Foundation	2	2650	EA	\$5,300.00
Type A Pole with Foundation	0		EA	\$0.00
Type 1-B Pole with Foundation	4	1100	EA	\$4,400.00
Ped. Push Button Post	0	500	EA	\$0.00
Type R Controller with foundation	1	2500	EA	\$2,500.00
Type III-AF Service with Foundation	1	3300	EA	\$3,300.00
Battery Back-up System	0		EA	\$0.00
Remove and Salvage	1	3500	LS	\$3,500.00
Install Communications Vault	1	5500		\$5,500.00

Total Cost = \$140,533.25

Quantity	FRUITRIDGE/BRADFORD INTERCONNECT DESCRIPTION	UNIT COST	TOTAL COST
0	1 1/2" PVC CONDUIT	\$ -	\$ -
0	1 1/2" TERMINATE PVC CONDUIT	\$ -	\$ -
0	2" PVC CONDUIT	\$ -	\$ -
0	2" TERMINATE PVC CONDUIT	\$ -	\$ -
0	3" PVC CONDUIT	\$ -	\$ -
0	3" TERMINATE PVC CONDUIT	\$ -	\$ -
0	4" PVC CONDUIT	\$ -	\$ -
0	4" TERMINATE PVC CONDUIT	\$ -	\$ -
0	#14 SIGNAL WIRE THW	\$ -	\$ -
0	#10 SIGNAL WIRE THW	\$ -	\$ -
0	#8 SIGNAL WIRE THW	\$ -	\$ -
0	#6 SIGNAL WIRE THW	\$ -	\$ -
0	#1 SIGNAL WIRE THW	\$ -	\$ -
0	LOOP DETECT LEAD IN CABLE	\$ -	\$ -
0	OPTICOM CABLE	\$ -	\$ -
0	#5 PULL BOX	\$ -	\$ -
0	#6 PULL BOX	\$ -	\$ -
0	DET. HANDOLE (ES-5D)	\$ -	\$ -
0	T&B IN DIRT BY HAND - 30"	\$ -	\$ -
0	T&B IN DIRT BY MACHINE -30"	\$ -	\$ -
0	T&B IN STREET BY MACHINE - 12"	\$ -	\$ -
0	4X4 SIDEWALK FLAG - REMOVE	\$ -	\$ -
0	4X4 SIDEWALK FLAG - REPLACE	\$ -	\$ -
0	TYPE 3AF SERV SIG<G M&U	\$ -	\$ -
0	FUSED SPLICE CONNECTOR - 2 POLE	\$ -	\$ -
0	TYPE A LOOP DET. (ONE 6X6)	\$ -	\$ -
0	TYPE Q LOOP DET. (ONE 6X50)	\$ -	\$ -
0	FOUNDATION TYPE 1 STD	\$ -	\$ -
0	FOUNDATION TYPE 15 & 15SB	\$ -	\$ -
0	FOUNDATION TYPE 61 STD	\$ -	\$ -
0	FOUNDATION TYPE 17/19 STD	\$ -	\$ -
0	FOUNDATION TYPE 26/24 STD	\$ -	\$ -
0	FOUNDATION TYPE 28/29 STD	\$ -	\$ -
0	FOUNDATION 170 CONTROLLER	\$ -	\$ -
0	FOUNDATION 170 PADS	\$ -	\$ -
0	FOUNDATION TYPE 3A SERVICE	\$ -	\$ -
0	TYPE 15 STD	\$ -	\$ -
0	TYPE 1-B STANDARD ALL	\$ -	\$ -
0	TYPE 19 STD	\$ -	\$ -
0	TYPE 29 STD	\$ -	\$ -
0	OPTICOM DETECTOR	\$ -	\$ -
0	OPTICOM DISCRIMINATOR	\$ -	\$ -
0	200W HPS SEMI CUTOFF	\$ -	\$ -
0	BATTERY BACK UP	\$ -	\$ -
0	TRAFFIC SIGNAL DISPLAY MATERIAL	\$ -	\$ -
0	FURNISH AND INSTALL CONTROLLER	\$ -	\$ -
0	SIGNAL TURN ON-CONTRACTOR	\$ -	\$ -
1200	INTERCONNECT CABLE	\$ 4.10	\$ 4,920.00
		TOTAL	\$ 4,920.00

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE
MARTIN BROTHERS CONSTRUCTION**

20 LIGHT SKY COURT
SACRAMENTO, CA 95828

Owner : FELIPE MARTIN
Business Structure : CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 237310 Highway, Street, and Bridge Construction 238110 Poured Concrete Foundation and Structure Contractors
- 238120 Structural Steel and Precast Concrete Contractors 238910 Site Preparation Contractors

Work Category Code(s)

- | | |
|----------------------------|--------------------------|
| C1601 CLEARING & GRUBBING | C1901 ROADWAY EXCAVATION |
| C1920 STRUCTURE EXCAVATION | C1930 STRUCTURE BACKFILL |
| C1940 DITCHES EXCAVATION | C5501 STEEL STRUCTURES |

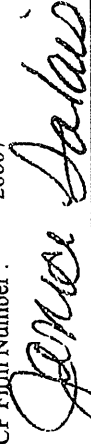
Licenses

- A General Engineering Contractor

CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

UCP Firm Number : 28607


CUCP OFFICER

January 25, 2007

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.



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

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

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

**MAY-HAN-ELECTRIC INC.
DBA M & M ELECTRIC**

Name of Contractor

1600 AUBURN BLVD. SACRAMENTO CA. 95815

Address

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

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

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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



Signature of Authorized Representative

5-2-07

Date

RANDALL THOMAS

Print Name

ATTORNEY IN FACT

Title

BID BID OPENED <u>5-2-07</u>
EMPLOYEE INITIALS <u>V.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
() NONE REQUIRED
<input checked="" type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input checked="" type="checkbox"/> BID BOND
() CALIF. BANK CASHIER'S CHECK
() CERTIFIED CHECK
() CASH
() CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
() SECURITY RETURNED
<input checked="" type="checkbox"/> 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 95814-2714

- 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



**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 95814-2714
- 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.