

Olympic Land Construction

CITY OF SACRAMENTO
 Department of Parks and Recreation
 Park Planning, Design and Development
 Landscape Architecture Section

Bid Proposal
 Page 1 of 7



FILED

APR 04 2007

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

By The
 Office of The City Clerk

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:

REGENCY COMMUNITY PARK - PHASE II
LV78
REVISED MARCH 28, 2007

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:

<u>Regency Community Park – Phase II</u>					
Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Site Clearing and Grubbing	1	LS	\$ /	\$ 34,000.-
2.	Temporary Construction Fence	1	LS	\$ /	\$ 4,742.-
3.	Erosion and Sediment Control	1	LS	\$ /	\$ 8,550.-
4.	Site Grading	1	LS	\$ /	\$ 105,350.-
5.	Catch Basin	4	EA	\$ 1,300.-	\$ 5,200.-
6.	Standard Manhole No. 3	1	EA	\$ 4,500.-	\$ 4,500.-
7.	6" PVC Gravity Drain Pipe	280	LF	\$ 26.-	\$ 7,280.-
8.	8" PVC Gravity Drain Pipe	275	LF	\$ 28.-	\$ 7,700.-
9.	10" PVC Gravity Drain Pipe	90	LF	\$ 35.-	\$ 3,150.-
10.	ABS Drinking Fountain Drain Pipe	30	LF	\$ 20.-	\$ 600.-
11.	Electrical System	1	LS	\$ /	\$ 5,503.-
12.	Potable Water Line	1	LS	\$ /	\$ 2,100.-
13.	Aggregate Base	86	CY	\$ 100.-	\$ 8,600.-
14.	Concrete Flatwork	6,995	SF	\$ 5.66	\$ 39,591.70

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15.	Decomposed Granite Paving	21,572	SF	\$ 2.-	\$ 43,144.-
16.	Concrete Mow Strip	1,073	LF	\$ 16.44	\$ 17,640.12
17.	6' High P.V.C. Coated Chain Link Fence	1	LS	\$ /	\$ 63,800.-
18.	6' High P.V.C. Coated Chain Link Double Swing Maintenance Gate	2	EA	\$ 1,943.-	\$ 3,886.-
19.	6' High P.V.C. Coated Chain Link Double Swing Gate Entry at Dog Park	2	EA	\$ 1,020.-	\$ 2,040.-
20.	Fold-Down Bollard	2	EA	\$ 800.-	\$ 1,600.-
21.	Drinking Fountain w/ Dog Fountain	2	EA	\$ 4,990.-	\$ 9,980.-
22.	Play Area 8' Picnic Table	4	EA	\$ 1,225.-	\$ 4,900.-
23.	8' Bench w/ Back	10	EA	\$ 559.-	\$ 5,590.-
24.	8' Bench without Back	4	EA	\$ 405.-	\$ 1,620.-
25.	Trash Receptacle	2	EA	\$ 520.-	\$ 1,040.-
26.	Pet Waste Dispenser	2	EA	\$ 632.50	\$ 1,265.-
27.	Regulation Soccer Goals	1	LS	\$ /	\$ 4,185.-
28.	Automatic Irrigation System	1	LS	\$ /	\$ 62,000.-
29.	Booster Pump	1	LS	\$ /	\$ 18,947.-
30.	Central Control System	1	LS	\$ /	\$ 20,930.-
31.	Trees	1	LS	\$ /	\$ 4,620.-
32.	Shrub and Groundcover Areas	1	LS	\$ /	\$ 52,427.-
33.	Hydroseeding	1	LS	\$ /	\$ 51,000.-
34.	Landscape Maintenance (90 days)	1	LS	\$ /	\$ 6,600.-
35.	Play Area Site Clearing and Grubbing	1	LS	\$ /	\$ 1,000.-
36.	Play Area Demolition	1	LS	\$ /	\$ 1,500.-
37.	Scraping and Storing Turf Planting at Play Area	1	LS	\$ /	\$ 16,109.-
38.	Play Area Site Grading	1	LS	\$ /	\$ 31,500.-

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39.	Catch Basin at Play Area	4	EA	\$ 1,450.-	\$ 5,800.-
40.	Lawn Area Catch Basin at Play Area	2	EA	\$ 1,300.-	\$ 2,600.-
41.	Play Area Catch Basin at Play Area	1	EA	\$ 1,450.-	\$ 1,450.-
42.	Area Drain at Play Area	2	EA	\$ 400.-	\$ 800.-
43.	Play Area 4" PVC Gravity Drain Pipe	260	LF	\$ 22.-	\$ 5,720.-
44.	Play Area ABS Drinking Fountain Drain Pipe	10	LF	\$ 20.-	\$ 200.-
45.	Play Area Potable Water Line, Tap, Meter and Backflow Preventer	1	LS	\$ /	\$ 7,739.-
46.	Play Area Aggregate Base	45	CY	\$ 100.-	\$ 4,500.-
47.	Play Area Concrete Flatwork	1,500	SF	\$ 6.38	\$ 9,570.-
48.	Play Area Concrete Mowstrip	750	LF	\$ 17.94	\$ 13,455.-
49.	Play Area Concrete Curb No. 15	94	LF	\$ 25.-	\$ 2,350.-
50.	Play Area 12" Play Area Curb	115	LF	\$ 48.-	\$ 5,520.-
51.	Play Area Concrete Unit Pavers	1,100	SF	\$ 16.-	\$ 17,600.-
52.	Play Area Recycled Plastic Header Board	620	LF	\$ 14.-	\$ 8,680.-
53.	Play Area Decomposed Granite Paving	5,500	SF	\$ 2.-	\$ 11,000.-
54.	Play Area Decomposed Granite Gravel	3,700	SF	\$ 2.50	\$ 9,250.-
55.	Play Area Drinking Fountain	1	EA	\$ 4,634.-	\$ 4,634.-
56.	Play Area Single Grill	1	EA	\$ 595.-	\$ 595.-
57.	Play Area 8' Bench without Back	1	EA	\$ 423.-	\$ 423.-
58.	Play Area 6' Bench without Back	4	EA	\$ 375.-	\$ 1,500.-
59.	Play Area Bike Rack	3	EA	\$ 251.-	\$ 753.-
60.	Play Area Trash Receptacle	2	EA	\$ 142.-	\$ 284.-
61.	Play Area Boulders	38	EA	\$ 122.-	\$ 4,636.-
62.	Play Area Logs and Log Rounds	16	EA	\$ 494.-	\$ 7,904.-

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63.	Play Area Playground Wood Fiber	90	CY	\$ 60.-	\$ 5,400.-
64.	Play Area Playground Sand	25	CY	\$ 90.-	\$ 2,250.-
65.	Play Area Rubber Mat Under Swings	1	EA	\$ 1,815.-	\$ 1,815.-
66.	Play Area Synthetic Safety Surfacing	700	SF	\$ 18.72	\$ 13,104.-
67.	Play Area Rock Seating Wall	215	LF	\$ 200.-	\$ 43,000.-
68.	Play Area Automatic Irrigation System	1	LS	\$ /	\$ 24,000.-
69.	Play Area Trees	1	LS	\$ /	\$ 4,980.-
70.	Play Area Shrub and Groundcover Areas	1	LS	\$ /	\$ 13,680.-
71.	Play Area Turf Sod Planting	6,400	SF	\$ 1.-	\$ 6,400.-
72.	Play Area Irrigated Native Grass / Wildflower / Hydroseeding	2,700	SF	\$.75	\$ 2,025.-
73.	Play Area Landscape Maintenance (90 Days)	1	LS	\$ /	\$ 3,600.-
74.	Steel Structures and Metal Fabrications	1	LS	\$ /	\$ 86,743.-
75.	Play Area Junction Box	1	EA	\$ 4,000.-	\$ 4,000.-
76.	Play Area Water Feature	1	LS	\$ /	\$ 11,356.-
77.	Play Equipment	1	LS	\$ /	\$ 27,265.-
78.	Play Area Jug Filler	1	EA	\$ 2,415.-	\$ 2,415.-
79.	Play Area Access Ramp Type 1	1	EA	\$ 3,272.-	\$ 3,272.-
80.	Play Area Access Ramp Type 2	1	EA	\$ 2,900.-	\$ 2,900.-
81.	Play Area Transfer Curb	1	LS	\$ /	\$ 11,017.-
82.	Play Area Chamfered Curb	1	LS	\$ /	\$ 3,781.-
83.	Truncated Dome	1	LS	\$ /	\$ 1,000.-
BASE BID TOTAL				\$ /	\$ 1,065,155.82

CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

<p>CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION <i>Registry</i></p> <p>To be eligible for award of this contract, the bidder shall list any business entity used to attain the ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY</p>		<p>Bid Amount: \$1,065,155.82</p>	<p>Date: 4/4/07</p>	
<p>Name of Prime Contractor: <i>Whymper Ford Construction</i></p>	<p>Business Entity or Subcontractor Name and Location</p>	<p>Indicate EBE or SBE (subject to verification)</p>	<p>Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract</p>	<p>Estimated Dollar Value of Work / Services Provided</p>
	<i>R & R Mather Construction - Valley, CA</i>		<i>concrete</i>	<i>\$ 103,977.50</i>
	<i>Chavez-Lara Ferre - Rancho Cordova, CA</i>	<i>SBE</i>	<i>ferrous</i>	<i>\$ 62,999.-</i>
	<i>Parathi of California - Rocklin, CA</i>		<i>Surveying</i>	<i>\$ 12,000.-</i>
	<i>Golden Valley Design Build - Orland, CA</i>		<i>steel fabrication</i>	<i>\$ 78,858.-</i>
	<i>Sport Surface Specialties</i>			
	<i>Installer: Central Cal Sports Turf, CA</i>		<i>Rubber Surfacing</i>	<i>\$ 9,756.50</i>
	<i>Dang Electric - Berkeley, CA</i>		<i>electrical</i>	<i>\$ 4,586.-</i>
	<i>DSW Construction, Inc - Folsom, CA</i>	<i>SBE</i>	<i>Grading/Drains</i>	<i>\$178,933.23</i>

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. #	<u>1</u>	DATE	<u>3/21/07</u>
Add. #	<u>2</u>	DATE	<u>3/28/07</u>
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:

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

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

CONTRACTOR:

By Michael Saenz
(Signature)

Michael Saenz
(Print or Type)

Title Project Manager

Address 2442 North Avenue
Sacramento, CA 95838

Telephone No. 916.972.7148

Fax No. 916.921.9257

EMAIL ADDRESS Olympicplan@comcast.net

Date 4/4/07

Contractor's License No. 424828

Type A, C-27 & C-33

Expiration Date 7/31/08

Tax I.D. Nos.- Fed. 94-2913782

State 307-2470-2

City of Sacramento Business Operation Tax Certificate No.
(City will not award contract if Certificate Number is missing.)

93316

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. 2004-433 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2004-433 by completing all of the questions contained in this questionnaire. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a responsible bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a responsible bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more **government** construction contracts **in Sacramento County** within the last five years: Within those five years, has your firm **been assessed** liquidated damages on three or more **government construction** contracts **in Sacramento County** for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

B. Your firm has not completed at least three **government** construction contracts **in Sacramento County** within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation **occurring on construction projects performed in Sacramento County** at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes

No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at 2442 North Avenue Sec, CA 95838, on 4/4/07.
(Location) (Date)

Signature: Michael Saenz

Print name: Michael Saenz

Title: Project Manager

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Olympic Land Construction
Name of Contractor

2442 North Avenue Sacramento, CA 95838
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.

Michael Saenz
Signature of Authorized Representative

4/4/07
Date

Michael Saenz
Print Name

Project Manager
Title

DATE BID OPENED <u>4-4-07</u>
EMPLOYEE INITIALS <u>V.M.</u>
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 _____



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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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



DEPARTMENT OF
FINANCE

OFFICE OF SMALL
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO
CALIFORNIA

921 TENTH STREET
ROOM 402
SACRAMENTO, CA
95814-2714

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

September 9, 2004

OLYMPIC LAND CONSTRUCTION
2442 NORTH AVENUE
SACRAMENTO CA 95838

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 July 31, 2007.

Your firm has been assigned Certification Number OLL5000010A 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