

Central Pacific Construction

Contractor's Name: Central Pacific Construction
(Please print)

B083331001

FILED

CITY OF SACRAMENTO

OCT 03 2007

SEALED PROPOSAL

By The
Office of The City Clerk

(MUST BE SIGNED BY BIDDER)

This Sealed Proposal will be received not later than 2:00 PM Wednesday, October 3, 2007, at the Office of the City Clerk, Historic City Hall, at 915 I Street, 1st Floor, Sacramento, California. It will be opened as soon thereafter as business allows, in the Historic City Hall Hearing Room.

TO THE HONORABLE CITY COUNCIL:

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

STEVE JONES PARK DETENTION BASIN PROJECT (PN: WJ96)

in the City and County of Sacramento, California.

TOTAL BID: one hundred and ninety eight thousand, seven hundred (\$ 198,779.00)
and seventy nine dollars & no cents.

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (June 2007), and the Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Basin Import	2,600	CY	\$ <u>23.00</u>	\$ <u>59,800.00</u>
2	Saddle Manhole	1	LS	\$ <u>38,569.00</u>	\$ <u>38,569.00</u>
3	6' x 5' Box Culvert	70	LF	\$ <u>665.00</u>	\$ <u>46,550.00</u>
4	Type D Headwall	1	LS	\$ <u>12,500.00</u>	\$ <u>12,500.00</u>
5	Access Control Rack	1	LS	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
6	Modular Block Wall	220	SF	\$ <u>58.00</u>	\$ <u>12,760.00</u>
7	Handrails	50	LF	\$ <u>175.00</u>	\$ <u>8,750.00</u>
8	Concrete Apron Paving	335	SF	\$ <u>18.00</u>	\$ <u>6,030.00</u>
9	Type 14 Curb (Modified)	26	LF	\$ <u>45.00</u>	\$ <u>1,170.00</u>
10	Type 2 Curb & Gutter	260	LF	\$ <u>35.00</u>	\$ <u>10,150.00</u>

TOTAL BID: \$ 198,779.00

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

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

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

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

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

It is understood that this bid is based upon completion of the work within a period of **one hundred seventy (170) working days** commencing on the date specified in the Notice to Proceed.

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

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

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

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

In accordance with Standard Specification Section 3-2, City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. City reserves the right to reject any and all bids.

BID DEPOSIT \$ 19,877.90 (not less than ten (10) percent of amount bid) IS ENCLOSED AS FOLLOWS:

- CERTIFIED CHECK
- MONEY ORDER
- CASHIERS'S CHECK
- BID BOND

Under penalty of perjury, bidder certifies that the Taxpayer Identification Number and all other information provided herein is correct. Indicate which addenda were received during preparation of this proposal, sign the document, and provide the requested information as follows:

- Addendum No. 1 received 9-26-07
- Addendum No. 2 _____
- Addendum No. 3 _____
- Addendum No. 4 _____

CONTRACTOR: Central Pacific Construction
 By: Rick Canasco
 (Signature)
 Title: owner
 Address: 34 Main Street, Suite B
Winters, CA 95694
 Telephone No. 530.795.4907
 Federal Tax ID # or Social Security #: 545-55-5694

Valid Contractor's License No. 878350, Classification A is held by the bidder. Expires: 05-31-08

DATE BID OPENED <u>10-3-07</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 _____

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION: _____
Date Violation Type Place of Occurrence
If additional space is required use back of this form.

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Rick Carrasco (Central Pacific Construction)
BY: [Signature] owner Date: 10-02-2007
Signature Title

Effects of violations: a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.
FM 681 7/10/90

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 in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 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 for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. 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 qualified 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 qualified 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.

QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

878350 class: A expiration: 05.31.08

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes

No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes

No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes

No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes

No

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

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 the project 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 in Sacramento County?

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

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 the project 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 in Sacramento County?

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

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 34 Main St. Winters, CA 95694, on Oct. 2, 2007.
(Location) (Date)

Signature: Rick Carrasco

Print name: RICK CARRASCO

Title: owner

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.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS EQUAL BENEFITS 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 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 Form for Non-Discrimination in Employee Benefits

Rick Carrasco (Central Pacific Construction)
Name of Contractor

34 Main Street, Suite B Winters, CA 95694
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
5. 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.
6. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

Declaration of Compliance Form for Non-Discrimination in Employee Benefits

- 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 collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I will 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.

- 7. I understand that failure to comply with the provisions of Section 6. (a) through (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

Declaration of Compliance Form for Non-Discrimination in Employee Benefits

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

8. 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.
9. 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.

10. 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.

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.

Rick Carrasco
Signature of Authorized Representative

October 02, 2007
Date

Rick Carrasco
Print Name

owner
Title



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

On 08:03:07... (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 | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation benefits |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - Any other benefits given to other 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, 921 10th St., Room 402, 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 | - 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 . . .

- 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
921 10th St., Room 402
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.

ESBE REQUIREMENTS

(City Contracts no Federal Funds Used)

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development (ESBD) program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. The ESBD program establishes an annual emerging and small business enterprise (ESBE) participation goal for the City's contracts, and authorizes City departments to require minimum ESBE participation levels in individual contracts so that the annual ESBE participation goal can be met. Under City Code section 3.60.270, when the bid specifications for a City contract establishes a minimum participation level for ESBEs, no bidder on the contract shall be considered a responsive bidder unless its bid meets the minimum ESBE participation level required by the bid specifications.

The City has established a **minimum 20% participation level** for ESBEs on this contract. Pursuant to City code Section 3.60.270, no bidder on this contract shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall include copies of their Certification as a SBE or EBE and the SBE or EBE Certifications for each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted within two (2) working days of submitting the sealed proposal. Failure to submit the required ESBE information will be grounds for finding the bid non-responsive.

I. ESBE CERTIFICATION

- A. A SBE designated in the bid must be certified as such by the State of California, Department of General Services, or by the City, as defined herein, prior to the time bids are received.
- B. An EBE designated in the bid must be certified as such by the City, as defined herein, prior to the time bids are received.

II. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. The percent of ESBE participation shall be determined based on the dollar amount of the work to be performed by a certified ESBEs designated in the bid, relative to the total dollar amount of the bid, except as provided other wise below.
- B. To receive credit for participation, a ESBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.
- C. Suppliers: Credit for a ESBE vendor of materials or supplies is counted as one hundred (100) percent of the amount paid to the vendor for the material.
- D. Truckers: Credit for trucking by ESBEs will be (100) percent.

III. ESBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL

- A. ESBE RECORDS - The Contractor shall maintain records of all subcontracts with certified ESBE subcontractors and records of materials purchased from certified ESBE vendors/suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each ESBE subcontractor or vendor/supplier and the total dollar amount actually paid each ESBE subcontractor or vendor/supplier.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the ESB program or these specifications.

- B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the contract amount. The deduction shall be ten (10) percent of the estimated value of the work done during the month, not to be less than \$1,000 nor exceed \$10,000 and shall be deducted from the next progress payment.

- C. PERFORMANCE OF ESBE SUBCONTRACTORS AND SUPPLIERS - The ESBEs listed by the Contractor shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material from other sources. Reasons for requesting such authorization would include:

1. The listed ESBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed ESBE becomes bankrupt or insolvent.
3. The listed ESBE subcontractor fails to meet bond requirements of the Contractor.
4. The work performed by the listed subcontractor is unsatisfactory and/or is not in accordance with the plans and specifications, or the subcontractor fails to perform his/her obligations under the subcontractor contract.
5. It would be in the best interest of the City. The Contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed SBE or EBE or other forces (including those of the Contractor) authorized in writing, by the City.

- D. SUBCONTRACTOR SUBSTITUTION - No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subcontracting Listing Law and the written consent of the City. If an ESBE subcontractor is unable to perform successfully and is to be replaced, Contractor will be required to make good faith efforts to replace the original ESBE subcontractor with another certified ESBE subcontractor. New ESBE subcontractor must be certified at the time of substitution.

IV. DEFINITIONS

A. Emerging Business Enterprise (EBE)

The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998, provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.

B. Small Business Enterprise (SBE)

The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.

C. CONTRACTOR

The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the City of Sacramento.

D. SUBCONTRACTOR

The individual, partnership, corporation, or other legal entity entering into a contract with the prime contractor to perform a portion of the work.



DEPARTMENT OF
UTILITIES

ENGINEERING SERVICES

CITY OF SACRAMENTO
CALIFORNIA

1395 35TH AVENUE
SACRAMENTO, CA
95822-2911

September 26, 2007

PH: 916-808-1400
FAX: 916-808-1497

Addendum #1
STEVE JONES PARK DETENTION BASIN PROJECT
PN: WJ96

To All Potential Bidders:

This addendum consists of three items as described on the following pages. These changes shall be incorporated into the Plans and Specifications for the above noted project, and shall be considered as part of the original documents, as if they were originally provided therein. All other terms, conditions, and specifications of the contract documents remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

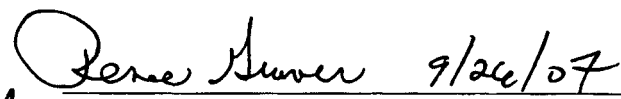
- (a) By acknowledging receipt on the sealed proposal in the space provided.
- (b) By separate letter or telegram which includes a reference to the Project Name and the Addendum Number.

Failure to cause acknowledgment of this addendum in one of the identified methods to be received at the office of the City Clerk, 915 I Street, 1st Floor, Sacramento CA 95814, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided that such telegram or letter makes reference to the Project Name and the Addendum Number, and the change is received prior to the hour and date specified for bid opening.

For questions related to this addendum, contact the Project Manager, Stu Williams at (916) 808-1410.

Sincerely,


Andy Hunt, Supervising Engineer

 9/26/07
for Clerk's Office Approval Date

cc: Plan holders per Distribution List

STEVE JONES PARK DETENTION BASIN PROJECT
PN: WJ96

<u>Item</u>	<u>Ref/Page</u>	<u>Description</u>
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Specifications

1. Item No. 3, *6'x5' Box Culvert*,
Page 2-2 Insert the following before the Payment paragraph for this item:
"At the Contractor's option, a 6' span by 5' height cast-in-place reinforced concrete single box culvert conforming to Caltrans Standard Plan D80 and City Standard Specification Section 20 may be constructed in lieu of a precast concrete box culvert. Excavation, Bedding, Backfill, and Payment shall be the same for both options. No separate measurement or payment will be made for the concrete and/or reinforcing steel used in the cast-in-place option."
2. Item No. 6, *Modular Block Wall*,
Page 2-3 Insert the following before the Payment paragraph for this item:
"At the Contractor's option, a cast-in-place reinforced concrete "Type 1A Retaining Wall" with Type A return wall on the north ends, conforming to Caltrans Standard Plans B3-3 and B3-8, and to City Standard Specification Section 20 may be constructed in lieu of the NCMA Segmental Retaining Wall shown. Wall top elevation shall be the same for either option. Minimum distance to the top of the cast-in-place footing below the outlet channel invert shall be 1'-0". Measurement of the installed cast-in-place wall face area for payment shall be the wall face area above the top of the wall footings, on the sides facing the outlet channel. No separate measurement or payment will be made for the concrete and/or reinforcing steel used in the cast-in-place option."

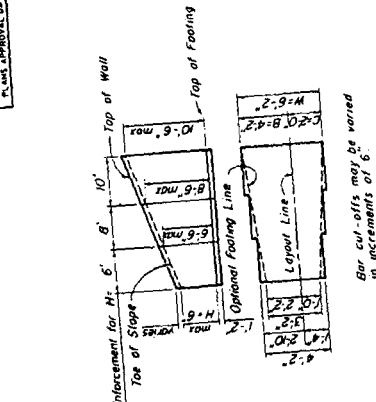
Plans

3. Reference Sheet 2 of 4
(Drawing C1.1) For informational purposes, Bidders may obtain at cost from Signature Reprographics (Phone 916/454-0800), a 22x34", 1"=40', plan sheet showing available topographic spot elevations. Interpolated existing and proposed finish grade contours are superimposed thereon.

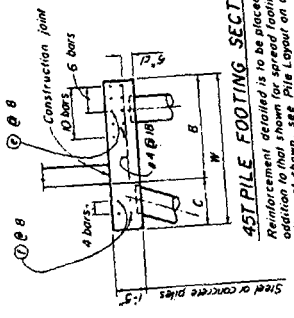
End of Addendum No. 1

Attachments: Caltrans Std Plans D80, B3-3, & B3-8

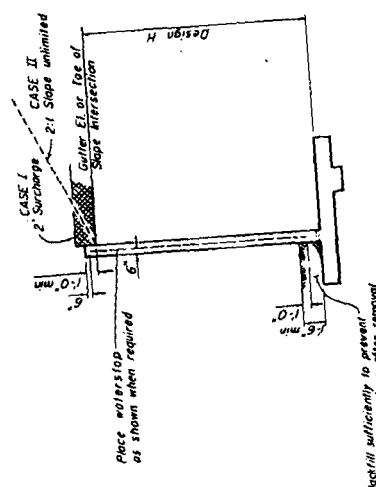
DIST. COUNTY ROUTE STATE PROJECT SHEET NO. TOTAL
 REGISTERED CIVIL ENGINEER
 J. Paul
 13332
 No. 3-3-83
 July 1, 1992
 P.C. SHEET NO. DATE



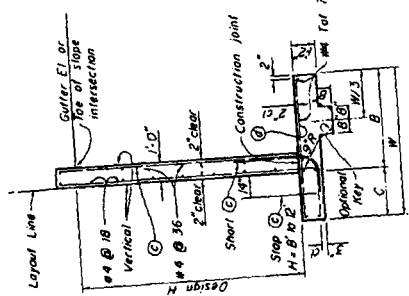
TYPICAL LAYOUT EXAMPLE
 Bar cut-offs may be varied in increments of 6".
 For joints required, see (B3-3) (B3-4) (B3-5)



45 PILE FOOTING SECTION
 Reinforcement detailed is to be placed in addition to that shown for spread footing. All piles not shown, see Pile Layout on other sheets.
 For pile footing Design No. 4, use same footing dimensions as Design H=6'.



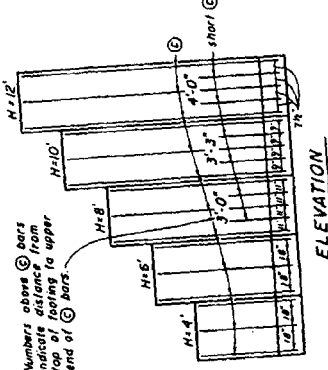
DESIGN
 For drainage notes and other details, see (B3-2)



SPREAD FOOTING SECTION
 Place concrete in one against undisturbed material, except as permitted by the Engineer.

NOTES
Design Conditions
 Design H may be exceeded by 6' before going to the next size. Footing key is required when found unnecessary by the Engineer. Special footing design is required where foundation material is incapable of supporting the pressure loads listed in table.

Design Data
 Case I - $f_c = 3250$ psi ($f_c = 24,000$ psi)
 $n = 10$ earth = 120 pcf
 Case I Equivalent fluid pressure = 36 psf, max for determination of toe pressure.
 Case II - Earth pressure determined from Rankine's formula with $\phi = 35^\circ - 42^\circ$.



ELEVATION

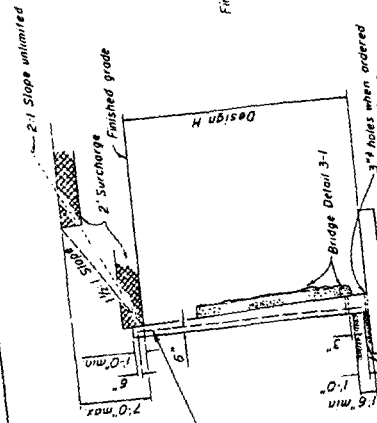
Quantities do not include the wall portion above "Gutter Elevation" and are for design purposes only.

TABLE OF REINFORCING STEEL DIMENSIONS AND DATA											
Design H	4'	6'	8'	10'	12'	12'	12'	12'	12'	12'	12'
Total bars	3-2	4-2	5-2	6-2	7-2	7-2	7-2	7-2	7-2	7-2	7-2
Vertical bars	1-0	1-4	1-8	2-0	2-4	2-4	2-4	2-4	2-4	2-4	2-4
Slap bars	2-2	2-10	3-6	4-2	4-10	4-10	4-10	4-10	4-10	4-10	4-10
4 bars	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18
6 bars	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18
8 bars	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18
10 bars	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18
12 bars	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18
Total bars	1590	1930	2240	2550	2840	2840	2840	2840	2840	2840	2840
Case I - Toe Press. pcf	1050	1460	1860	2280	2700	2700	2700	2700	2700	2700	2700
Case II - Toe Press. pcf	1050	1460	1860	2280	2700	2700	2700	2700	2700	2700	2700
Spread Slab lbs/ft	17	23	27	46	70	70	70	70	70	70	70
Footing Conc CF/ft	8.6	11.0	14.9	18.1	21.3	21.3	21.3	21.3	21.3	21.3	21.3
Slab Conc CF/ft	27	34	36	75	101	101	101	101	101	101	101
Pile Ftg Conc CF/ft	9.9	11.9	15.3	18.8	22.2	22.2	22.2	22.2	22.2	22.2	22.2

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
RETAINING WALL
TYPE 1A
 NO SCALE

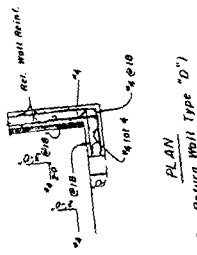
POST COUNT	ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 JULY 1, 1952
 PLANS APPROVAL DATE

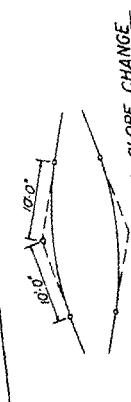


Dimensions ①, ② and ③ to be as shown elsewhere in the Project Plans.
 ④ Stem width at base of haunch to be determined as shown.

STEM WIDTH AT BASE OF HAUNCH



PLAN
 (For Return Wall Type "D")



20' VC AT TOP OF WALL SLOPE CHANGE

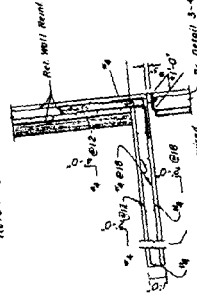
Place waterstop as shown when required.

Backfill sufficiently to prevent ponding to be done after removal of wall formwork and before backfilling behind wall.

Place concrete in toe against undisturbed material, except as permitted by the Engineer.

DESIGN AND DRAINAGE

Surcharge limits shown apply to Retaining walls Type 1 and 3.

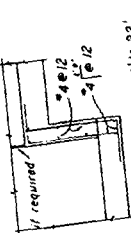


PLAN
 (For Return Wall Type "C")

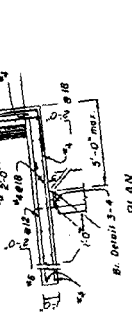
NOTES:

Design Conditions:
 Design H may be exceeded by 6" before going to the next size.
 Special footing design is required where foundation material is incapable of supporting toe pressure loads listed in table.
 Return wall not required unless shown elsewhere.

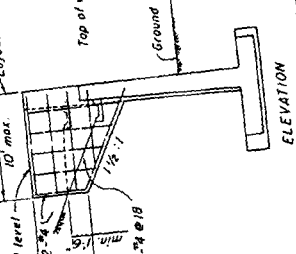
Design Data:
 1c - 1300 psi
 1s - 24,000 psi
 2 - Surcharge
 Equivalent fluid pressure = 27 pcf min. for determination of heel pressure
 Earth pressures for 2:1 unlimited slope, 1 1/2:1 slope, or 1 1/2:1 unlimited slope determined from Rankine's formula with $\phi = 35^\circ - 42^\circ$.



FOOTING STEP



PLAN
 (For Return Wall Type "B")



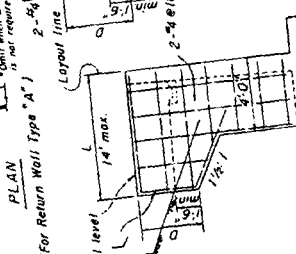
ELEVATION
 RETURN WALL TYPE "C"

Use where H = 10' or more on straight walls



ELEVATION
 RETURN WALL TYPE "B"

Use where H = 10' or more on offset walls



ELEVATION
 RETURN WALL TYPE "A"

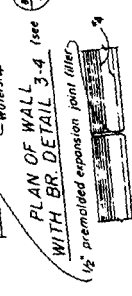
Use where H = 8' or less

Vertical layout line
 Stem as constructed

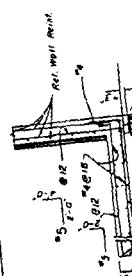
Offset as follows:
 H 4'-1 1/4" H 18'-1 1/2"
 H 6'-3/4" H 20'-3/4"
 H 8'-1/2" H 22'-2"
 H 10'-3/4" H 24'-2 1/4"
 H 12'-3/4" H 26'-1 1/4"
 H 14'-1 1/4" H 28'-1 1/2"
 H 16'-1 1/4"

APPROX. WALL OFFSET VALUES

Not required for wall types 3 and 4
 Values for offsetting forms to be determined by the Engineer



PLAN OF WALL WITH EXPANSION JOINT ONLY



PLAN
 (For Return Wall Type "A")

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**RETAINING WALL
 DETAILS NO. 1**

NO. SCALE

B3-8