

By The  
 Office of The City Clerk

TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**Fulton Avenue Bore and Jack – (PN:CB37)**  
**Fulton Avenue Extension - (PN:CB37)**

In the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following sum:

**A. Fulton Avenue Bore and Jack Bid Proposal:**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Roadway/ Bore Pit Excavation/Restoration	1	LS	\$ 49,500	\$ 49,500
2	30" Steel Casing (3/4" thick) / Bore and Jack	255 (F)	LF	\$ 692	\$ 176,460
3	8" DIP Water Main	22	LF	\$ 130	\$ 2,860
4	12" DIP Water Main	30	LF	\$ 177	\$ 5,310
5	18" Water Main (Carrier Pipe)	282	LF	\$ 98	\$ 27,636
6	12" Diameter 45° Elbow	2	EA	\$ 480	\$ 960
7	2" Blow Off for 12" Main	1	EA	\$ 3,300	\$ 3,300
8	8" Gate Valve	4	EA	\$ 1,460	\$ 5,840
9	12" Butterfly Valve	3	EA	\$ 1,790	\$ 5,370
10	Connect to Existing main	1	LS	\$ 9,610	\$ 9,610
11	18" X 12" Reducer	2	EA	\$ 1,570	\$ 3,140
12	12" X 8" Reducer	2	EA	\$ 420	\$ 840
13	Jensen Precast Box	1	EA	\$ 6,010	\$ 6,010
<b>FULTON AVENUE BORE &amp; JACK</b>					
<b>TOTAL (A)</b>				\$	\$ 296,836

**Fulton Avenue Extension Bid Proposal:**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
14	Roadway Excavation (Fulton Avenue)	27,000 (F)	SF	\$ <u>0.80</u>	\$ <u>21600</u>
15	Haggin Oaks Parking Lot Seal Coat	1	LS	\$ <u>14070</u>	\$ <u>14070</u>
16	Asphalt Concrete (Fulton and Parking lot)	3,600	TONS	\$ <u>86.90</u>	\$ <u>312840</u>
17	Aggregate Base (Fulton and Parking lot)	11,000	TONS	\$ <u>22.10</u>	\$ <u>243100</u>
18	Type 2 Curb & Gutter	3,200	LF	\$ <u>21</u>	\$ <u>67200</u>
19	Type 14 curb (Behind Sidewalk)	490	LF	\$ <u>18</u>	\$ <u>8820</u>
20	Modified Median Curb (Type 14A)	2,222	LF	\$ <u>22</u>	\$ <u>48884</u>
21	4" Concrete Sidewalk	14,748	SF	\$ <u>6</u>	\$ <u>88488</u>
22	48" Manhole	9	EA	\$ <u>2990</u>	\$ <u>26910</u>
23	60" Manhole (Drain)	7	EA	\$ <u>3210</u>	\$ <u>22470</u>
24	12" Drain Pipe/Leads	290	LF	\$ <u>45</u>	\$ <u>13050</u>
25	24" Drain Pipe	498	LF	\$ <u>80</u>	\$ <u>39840</u>
26	30" Drain Pipe	461	LF	\$ <u>96</u>	\$ <u>44256</u>
27	36" Drain Pipe	610	LF	\$ <u>103</u>	\$ <u>62830</u>
28	6" PVC – SDR – 35 Sewer Main	453	LF	\$ <u>52</u>	\$ <u>23556</u>
29	8" PVC – SDR – 35 Sewer Main	1,280	LF	\$ <u>58</u>	\$ <u>74240</u>
30	Type B DI	10	EA	\$ <u>1640</u>	\$ <u>16400</u>
31	Trash Rack/Outfall Structure	1	EA	\$ <u>8050</u>	\$ <u>8050</u>
32	Rock Apron	1	LS	\$ <u>2360</u>	\$ <u>2360</u>
33	Sewer Lift Station upgrade	1	LS	\$ <u>33320</u>	\$ <u>33320</u>
34	8" Water Main	271	LF	\$ <u>51</u>	\$ <u>13821</u>
35	12" Water Main	2,969	LF	\$ <u>69</u>	\$ <u>204861</u>
36	12" Gate Valve	4	EA	\$ <u>2270</u>	\$ <u>9080</u>
37	Fire Hydrant	6	EA	\$ <u>4340</u>	\$ <u>26040</u>

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
38	12" Diameter 45 Degree Elbow	6	EA	\$ 480	\$ 2880
39	8" Gate Valve	5	EA	\$ 1500	\$ 7500
40	1" Irrigation Service and RP Assembly	1	EA	\$ 1960	\$ 1960
41	2" PVC Schedule 40 Irrigation Sleeve	60	LF	\$ 22	\$ 1320
42	4" PVC Schedule 40 Irrigation Sleeve	60	LF	\$ 22	\$ 1320
43	Street Lighting*	1	LS	\$ 43698	\$ 43698
44	Traffic Signals*	1	LS	\$ 131838	\$ 131838
45	Striping, Signage, Markings, and Barricades	1	LS	\$ 6700	\$ 6700
46	Striping (Haggin Oaks Parking Lot – Paint)	1	LS	\$ 4460	\$ 4460
47	Ball Barrier Net Fencing	1	LS	\$ 243490	\$ 243490
48	Earthwork	5500 (F)	CY	\$ 15	\$ 82500
49	Trees/shrubs to Remove	1	LS	\$ 6930	\$ 6930
	PCC stamped concrete and Decomposed				
50	Granite to Place	1	LS	\$ 5590	\$ 5590
51	Water Connection	1	LS	\$ 11050	\$ 11050
	<b>FULTON AVENUE EXTENSION</b>				
	<b>TOTAL (B)</b>			\$	\$ 1977322

**\*A Schedule of Values (cost break-down) for lump sum electrical items must be included with the bid. Otherwise, the bid will be deemed non-responsive.**

FULTON AVENUE BORE & JACK TOTAL (A) \$ 296836

FULTON AVENUE EXTENSION TOTAL (B) \$ 1977322

PROJECT GRAND TOTAL (A + B) \$ 2,274,158.00

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

The time limit for the completion of all work is specified in the Special Provisions for both Fulton Avenue Bore and Jack and Fulton Avenue Extension in Section 1-2. Each of the projects listed above has a separate set of Plans and Special Provisions.

Should work not be completed for either the Fulton Avenue Bore and Jack or the Fulton Avenue Extension Project as specified in section 1-2 of the Special Provisions for all work and portions of work listed above to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento **NO MORE THAN a sum of ONE THOUSAND DOLLARS (\$1,000)** as liquidated damages per project and not penalty, for each calendar day delay after the expiration of each period described above.

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within five (5) days after receipt of the notice of award of Agreement, and to begin Work within fifteen (15) days after receipt of the Notice to Proceed by the City.

In determining the amount bid by each bidder, the City of Sacramento 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 of Sacramento shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

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

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

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

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

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10 %) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Addendum # <u>1</u> <u>10-03-07</u> DATE	Addendum # _____ DATE
Addendum # <u>2</u> <u>10-08-07</u> DATE	Addendum # _____ DATE
Addendum # _____ DATE	Addendum # _____ DATE

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

NOTE: A schedule of values form for Lump Sum Traffic Signal and Street lighting bid items must be included with the bid, otherwise, the bid will be deemed "Non-Responsive".

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   
(Signature)

DAVID PETTY  
(Print or Type)

Title VICE PRESIDENT

Address PO BOX 822  
NEVADA CITY, CA 95959

Telephone No. 530 265 6938

Fax No. 530 265 3647

Date 10-10-07

Contractor's License No. 819686 Type AB, HAZ

Expiration Date 05-31-2009

Tax I.D. Nos. - Fed. 943413995 State CA

City of Sacramento Business Operation Tax Certificate No. WILL APPLY PER CITY

(City of Sacramento will not award contract if Certificate Number is missing)

CITY OF SACRAMENTO

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

**CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION**

To be eligible for award of this contract, the bidder shall list any business entity used to attain the 20% 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**

Name of Prime Contractor: <u>C + D CONTRACTORS, INC SBE</u>		Bid Amount: <u>2274158.00</u>		Date: <u>10-10-07</u>
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided	
<u>C + D CONTRACTORS, INC</u>	<u>SBE</u>	<u>UNDERGROUND + GRADING</u>		
<u>JUDGE NETTING, INC</u>		<u>NETTING</u>	<u>226,000</u>	
<u>COSTA MESA, CA</u>				
<u>PACIFIC EXCAVATION ELK GROVE CA</u>		<u>SIGNALING SIGNALS</u>	<u>175,536</u>	
<u>PORTER CONCRETE CONSTRUCTION, INC. ELK GROVE, CA</u>		<u>CONCRETE</u>	<u>177,088</u>	
<u>JAMES RIOLO PAVING, INC</u>		<u>PAVING</u>	<u>259,200</u>	
<u>RIO LINDA, CA</u>				

EBE AND SBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING

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

## **INTRODUCTION**

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

## **APPLICATION**

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

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

## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

C + D CONTRACTORS, INC.  
Name of Contractor

PO BOX 822 NEVADA CITY, CA 95959  
Address

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

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

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

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

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

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

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

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

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

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

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

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.  
  
I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.
9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

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

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



\_\_\_\_\_  
Signature of Authorized Representative

10-10-07

\_\_\_\_\_  
Date

DAVID PETTY

\_\_\_\_\_  
Print Name

VICE PRESIDENT

\_\_\_\_\_  
Title

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



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

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

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

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

The included employee benefits are:

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

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

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

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

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

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

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

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

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

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

The included employee benefits are:

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

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

### You May . . .

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

### Discrimination and Retaliation Prohibited.

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

### You May Also . . .

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



# PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 \* PO Box 989052

West Sacramento, California 95798-9052 \* (800) 559-5529

SB APP 20061128

November 28, 2006

REF# 0035572  
C & D CONTRACTORS INC  
P O BOX 822  
NEVADA CITY CA 95959

Dear Business Person:

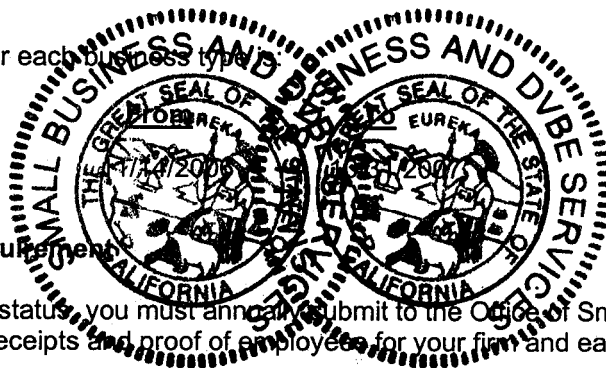
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### Certification period

Your certification period for each business type

Industry

CONSTRUCTION



### Annual Submission Requirements

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

#### Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

#### Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

### Maintaining Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

### **Reporting Business Changes**

You must notify OSDS of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal.

### **Prompt Payment Rubber Stamp**

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDS.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

#### Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

### **Proof of Eligibility**

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.


*Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.*

### **Certification Renewal**

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by e-mail [clea.gidcumb@dgs.ca.gov](mailto:clea.gidcumb@dgs.ca.gov), or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus), or visit the Procurement Division's website at [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd).

Sincerely,

  
Clea Gidcumb  
Certification Officer  
Office of Small Business and DVBE Services

DATE BID OPENED	10-10-07
EMPLOYEE INITIALS	V.M.
MARK ONE BOX FOR EACH ITEM ONLY	
<b>BID SECURITY</b>	
<input type="checkbox"/> NONE REQUIRED	
<input checked="" type="checkbox"/> PROPERLY SIGNED	
<b>BID DEPOSIT TYPE</b>	
<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	
<b>AFTER AWARD OF BID</b>	
<input type="checkbox"/> SECURITY RETURNED	
<input type="checkbox"/> SECURITY ACCEPTED	
EMPLOYEE INITIALS	_____
DATE	_____

OCT-10-2007 WED 01:04 PM PACIFIC EXCAVATION INC

FAX NO. 33

P. 03/03

**SCHEDULE OF VALUES ( COST BREAKDOWN )****FULTON AVENUE EXTENSION PROJECT ( PN: CB37 )****BI: 43**

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
STREET LIGHT FOUNDATION	11	\$400.00	EA	\$4,400.00
SERVICE FOUNDATION	1	\$500.00	EA	\$500.00
CITY FURNISHED STREET LIGHTS	11	\$300.00	EA	\$3,300.00
SERVICE	1	\$2,608.00	EA	\$2,608.00
DIRT TRENCH UG CONDUIT SYSTEM INSTALLATION	1930	\$5.00	LF	\$9,650.00
PVC 2"	1930	\$3.00	LF	\$5,790.00
#5 PULL BOX	17	\$300.00	EA	\$5,100.00
#14 THW SIGNAL WIRE	250	\$0.80	LF	\$200.00
#10 THW SIGNAL WIRE	2250	\$0.90	LF	\$2,025.00
#6 THW SIGNAL WIRE	6250	\$1.50	LF	\$9,375.00
#1 THW SIGNAL WIRE	250	\$3.00	LF	\$750.00

**BI #43 AMOUNT \$43,698.00****BI: 44**

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
17-3-100 FOUNDATION	1	\$2,960.00	EA	\$2,960.00
19-3-100 FOUNDATION	2	\$3,450.00	EA	\$6,900.00
1-B FOUNDATION	4	\$960.00	EA	\$3,840.00
CONTROLLER FOUNDATION	1	\$2,200.00	EA	\$2,200.00
17-3-100 STANDARD	1	\$3,950.00	EA	\$3,950.00
19-3-100 STANDARD	2	\$4,690.00	EA	\$9,380.00
1-B STANDARD	4	\$1,280.00	EA	\$5,040.00
170 / 332 CONTROLLER	1	\$16,200.00	EA	\$16,200.00
MODIFY EXISTING SERVICE	1	\$1,278.00	EA	\$1,278.00
INSTALL STATE FURNISHED BATTERY BACKUP SYSTEM	1	\$1,125.00	EA	\$1,125.00
FURNISH & INSTALL BATTERIES FOR (SF) BBS	1	\$1,460.00	LT	\$1,460.00
ROCKSAW UG CONDUIT SYSTEM INSTALLATION	710	\$15.00	LF	\$10,650.00
PVC 2"	430	\$3.50	LF	\$1,505.00
PVC 3"	260	\$5.00	LF	\$1,300.00
PVC 4"	20	\$7.00	LF	\$140.00
#5 PULL BOX	10	\$400.00	EA	\$4,000.00
#14 THW SIGNAL WIRE	7500	\$1.00	LF	\$7,500.00
#10 THW SIGNAL WIRE	1500	\$1.50	LF	\$2,250.00
#6 THW SIGNAL WIRE	600	\$2.20	LF	\$1,100.00
PHONE CONDUCTOR	250	\$1.00	LF	\$250.00
VIDEO COAX CONDUCTOR	750	\$2.50	LF	\$1,875.00
EVP SYSTEM	1	\$10,600.00	LT	\$10,600.00
SIGNAL / PED HEADS	15	\$850.00	EA	\$12,750.00
PED PUSH BUTTONS	2	\$200.00	EA	\$400.00
VIDEO CAMERA SYSTEM	1	\$23,185.00	LT	\$23,185.00

**BI #44 AMOUNT \$131,838.00****BI #43 & #44 TOTAL \$175,536.00**