

FILED

Biundo Landscape Construction

OCT 10 2007

BID PROPOSAL CHECKLIST

By The
Office of The City Clerk

The following items are required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

<u>Included</u> <u>Please (✓)</u>	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 – 6
<input checked="" type="checkbox"/> Bid Proposal Guarantee	1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification	1 only
<input checked="" type="checkbox"/> E/SBE Subcontractor Form*	1 only
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input checked="" type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6

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

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

**NIÑOS PARKWAY BIKE TRAIL PHASE 1B & 1C
 (PN: HC61)**

Phase 1C (Between Pebblewood Drive & West El Camino Avenue)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Site Clearing and Grubbing	1	LS	\$	\$ 15,000.00
2.	Maintenance Access Road	1	LS	\$	\$ 25,000.00
3.	Temporary Construction Fence	450	LF	\$ 3.00	\$ 1,350.00
4.	Existing Catch Basin to Relocate	1	LS	\$	\$ 1,700.00
5.	Sleeve to Install	250	LS	\$ 8.00	\$ 2,000.00
6.	Aggregate Base	2,300	TN	\$ 30.00	\$ 69,000.00
7.	Concrete Pavement	260	SF	\$ 8.25	\$ 2,145.00
8.	Asphalt Pavement	770	TN	\$ 88.00	\$ 67,760.00
9.	Geogrid Material	400	SY	\$ 7.00	\$ 2,800.00
10.	Concrete Curb and Gutter to Remove and Replace	10	LF	\$ 200.00	\$ 2,000.00
11.	Post and Cable Fence	135	LF	\$ 30.00	\$ 4,050.00
12.	Bike Trail Striping	4,600	LF	\$ 1.10	\$ 5,060.00
13.	Bike Trail Marking	8	SF	\$ 25.00	\$ 200.00
14.	Traffic Sign	5	EA	\$ 300.00	\$ 1,500.00

15.	Park Sign	1	LS	\$		\$	2000.00
16.	Bench	2	EA	\$	1300.00	\$	2600.00
17.	Trash Receptacle	2	EA	\$	750.00	\$	1500.00
18.	Recycling Receptacle	2	EA	\$	800.00	\$	1600.00
					PHASE 1C TOTAL	\$	207,265.00

Except for the lump sum bid items, the unit price for the item of the Bid Proposal for Phase 1C should be the same unit price for the same item of the Bid Proposal for Phase 1B. Otherwise, the bid will be deemed non-responsive.

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:

**NIÑOS PARKWAY BIKE TRAIL PHASE 1B & 1C
 (PN: HC61)**

Phase 1B (Between San Juan Road and Edmonton Drive)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Site Clearing and Grubbing	1	LS	\$	\$ 10,000.00
2.	Maintenance Access Road	1	LS	\$	\$ 12,000.00
3.	Temporary Construction Fence	380	LF	\$ 3.00	\$ 1140.00
4.	No Bid Item				
5.	Sleeve to Install	60	LF	\$ 8.00	\$ 480.00
6.	Aggregate Base	650	TN	\$ 30.00	\$ 19,500.00
7.	Concrete Pavement	1,200	SF	\$ 8.25	\$ 9,900.00
8.	Asphalt Pavement	200	TN	\$ 88.00	\$ 17,600.00
9.	Geogrid Material	100	SY	\$ 7.00	\$ 700.00
10.	Concrete Curb and Gutter Removal and Replacment	10	LF	\$ 200.00	\$ 2000.00
11.	No Bid Item				
12.	Bike Trail Striping	990	LF	\$ 1.10	\$ 1089.00
13.	Bike Trail Marking	16	SF	\$ 25.00	\$ 400.00
14.	Traffic Sign	4	EA	\$ 300.00	\$ 1200.00

15.	No Bid Item				
16.	Bench	2	EA	\$ 1300.00	\$ 2600.00
17.	Trash Receptacle	2	EA	\$ 750.00	\$ 1500.00
18.	Recycling Receptacle	2	EA	\$ 800.00	\$ 1600.00
19.	Asphalt Humps to Remove	2	EA	\$ 4500.00	\$ 9000.00
20.	Raised Crosswalk to Construct	1	LS	\$	\$ 18000.00
21.	Recycled Plastic Header Board	160	LF	\$ 8.00	\$ 1280.00
22.	Automatic Irrigation System to Install	1	LS	\$	\$ 23000.00
23.	Shrub Areas to Plant	170	EA	\$ 25.00	\$ 4250.00
24.	Bark Mulch to Place	1,200	SF	\$ 1.00	\$ 1200.00
25.	Maintenance Period (30 Days)	1	LS	\$	\$ 1800.00
				PHASE 1B	\$
				TOTAL	140,239.00

Except for the lump sum bid items, the unit price for the item of the Bid Proposal for Phase 1B should be the same unit price for the same item of the Bid Proposal for Phase 1C. Otherwise, the bid will be deemed non-responsive.

A schedule of values for each irrigation contract lump sum items of work must be included with the bid. Otherwise, the bid will be deemed non-responsive.

PHASE IC TOTAL \$ 207,265.00

PHASE IB TOTAL \$ 140,239.00

GRAND TOTAL \$ 347,504.00

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

If awarded the agreement, the undersigned agrees to sign said Agreement and finish 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 (10) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of all work for phase 1c and phase 1b within a period of **Forty (40) working days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

Should work not be complete as specified for all work and portions listed above to the satisfaction of the City within said time, the Contractor will pay to the City of Sacramento a sum of **ONE THOUSAND TWO HUNDRED DOLLARS (1,200)** as liquidated damages and not penalty, for each calendar day delay after the expiration of each period described above.

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

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

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

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

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

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

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

Add. # _____ DATE
Add. # _____ DATE
Add. # _____ DATE

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

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By

(Signature)

(Print or Type)

Title

Address

7976 KEWEDON WAY
SAC. CA 95829 Telephone (916) 682-2198

Fax No.

Date

Contractor's License No.

Expiration Date

Tax I.D. Nos.- Fed.

City of Sacramento Business Operation Tax Certificate No.

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

662476

~~C-12, C-27~~ J.B.

4-30-08

20-0585648

C-12, C-27

417-8788-8

115196

(916) 682-9091

10-9-07



DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 - I STREET
2nd FLOOR
SACRAMENTO, CA 95814

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

August 2, 2007

BIUNDO LANDSCAPE CONSTRUCTION INC.
7976 KELVEDON WAY
SACRAMENTO, CA 95829

Subject: Emerging and Small Business Enterprise Certification

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

Effective this day, your firm has been certified as a **Small Business Enterprise**. This certificate will expire **OCTOBER 31, 2010**. It is your responsibility to notify this office, within thirty (30) days, of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number is **JOB5300000A**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

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

Sincerely,

Trevor Walton
Program Specialist

IRRIGATION SYSTEM COST BREAK-DOWN

Project No. TV56

UNIT DESCRIPTION	UNIT	APPROXIMATE QUANTITY	VALUE	AMOUNT
Electric Control Valves	EA	2	300.00	600.00
Gate Valve	EA	1	300.00	300.00
Quick Couplers	EA	2	200.00	400.00
2" Main Line	LF	1100	15.00	16500.00
Spray Heads	EA	28	40.00	1120.00
3/4" Lateral Pipe	LF	250	2.50	625.00
1" Lateral Pipe	LF	30	2.50	75.00
1 1/4" Lateral Pipe	LF	10	3.00	30.00
Irrigation Controller	EA	1		3000.00
Field Transmitter	EA	1		350.00

23,000.00

2.3 AWWA STANDARDS - WATER DISTRIBUTION SYSTEM

These Special Provisions contain reference to certain standards of the American Water Works Association (AWWA). Copies of these standards are available for reference at the City of Sacramento, Department of Utilities, Engineering Services Division located at 1395 35th Avenue in Sacramento.

IN SUBMITTING A BID, THE CONTRACTOR CERTIFIES THAT HE/SHE IS FAMILIAR WITH FIELD HANDLING, INSTALLATION, INSPECTION, DISINFECTION, PRESSURE TESTING AND ALL OTHER REQUIREMENTS CONTAINED IN THE AWWA STANDARDS.

2.4 SHOP DRAWINGS AND SUBMITTALS

As set forth in Section 5-6 of the City Standard Specifications, the Contractor shall provide shop drawings, manufacturer's descriptive literature, samples, and other information, as required, to the Engineer for review and approval. The Contractor shall furnish six (6) copies of each shop drawing or other written submittal material plus whatever number of submittals the Contractor wants returned.

To achieve standardization of appearance, maintenance, and replacement, like items of materials provided under these Special Provisions shall be the end product of one manufacturer.

The Contractor's shop drawings and submittals shall include, but not be limited to, the following:

1. Water Distribution Pipe
2. Mainlines
3. Gate Valves and Fittings

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**

Biundo LANDSCAPE CONST. INC.
Name of Contractor

7976 KENNEDON WAY SAC. CA. 95829
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.

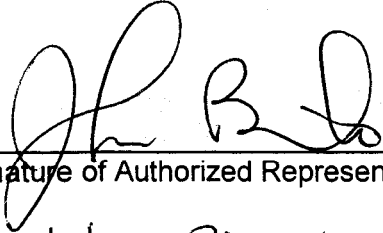
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties 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

10-9-07

Date

John Biundo

Print Name

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, 2nd Floor
Sacramento, CA 95814-2714

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

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, 2nd Floor
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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:**
Biundo LANDSCAPE CONST. INC. C-12, C-27 4-30-08

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

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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

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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

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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

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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 SACRAMENTO, CA, on 10-9-07
(Location) (Date)

Signature: 

Print name: John Biundo

Title: PRESIDENT

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.

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Future Bid Opportunities



The Department of Transportation, Engineering Services Division is committed to working with the public to inform and educate potential business partners about upcoming contracting opportunities. As a part of our public outreach, the Department will be sending out a flyer on a regular basis to inform the community about these opportunities.

If you would like to be added to our e-mail outreach list and receive our informational flyer and be notified via email each time we release a project, please write your email on the space provided below and return this sheet with your bid. If you are not submitting a bid, but would still like to be added to our outreach list, please send an email to jledesma@cityofsacramento.org and ask to be added.

Company Name: _____

Email Address: _____

Construction

Project Name	Engineer's Estimate	Estimated Bid Advertisement Date
South Watt Avenue/Fruitridge Intersection	\$1,243,000.00	Fall 2007
Freeport Shores Bikeway	\$750,000.00	Fall 2007
R Street Bike Bridge Over I-5	\$320,000.00	Fall 2007
Oak Park Street Lighting	\$1,636,000.00	Fall 2007
City Bridge 1st Priority Repair Project	\$1,500,000.00	Fall 2007
Dixleane Street Lighting	\$1,489,000.00	10/30/07
13th/16th Street Light Rail Station Connectivity Improvements	\$620,000.00	11/1/07
R St. Corridor Improvements-10th St. through 13th St.	\$3,780,000.00	1/2/08
Del Paso/Grove Avenue Area Street Lighting	\$2,421,000.00	1/2/08
Cosumnes River Boulevard /I-5 Project	\$70,000,000.00	12/2/08

RFP

Roseville Road Bridge Replacement	Fall 2007
Traffic Operations Center (TOC) Strategy Assistance	Fall 2007
Howe Avenue Bridges Rehabilitation Study	February 2008

Green Contracting Survey (Voluntary)

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

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

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

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

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

