

FILED

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

AUG 01 2007

Bid Proposal  
 Page 1 of 5

By The  
 Office of The City Clerk

CONTRACTOR NAME: C+C Construction, Inc.

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.

**CONLIN YOUTH SPORTS COMPLEX PHASE III (PN: KB34)**

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.	Temporary Parking Lot	1	LS	\$ 5,000-	\$ 5,000-
2.	Site Clearing, Grubbing and Demolition	1	LS	\$ 64,900-	\$ 64,900-
3.	Site Staking	1	LS	\$ 6,600-	\$ 6,600-
4.	Temporary 6' Chain Link Fence	1	LS	\$ 3,939-	\$ 3,939-
5.	Site Grading	1	LS	\$ 37,400-	\$ 37,400-
6.	Erosion & Sediment Control	1	LS	\$ 17,600-	\$ 17,600-
7.	Catch Basin	6	EA	\$ 935-	\$ 5,610-
8.	Standard Manhole #3	2	EA	\$ 4,180-	\$ 8,360-
9.	8" PVC Gravity Drain Pipe	414	LF	\$ 40-	\$ 16,560-
10.	9" Concrete Mow Strip	327	LF	\$ 15-	\$ 4,905-
11.	Concrete Curb No. 15	1,530	LF	\$ 16-	\$ 24,480-
12.	Aggregate Base	1,909	TN	\$ 30-	\$ 57,270-
13.	Asphaltic Concrete	419	TN	\$ 97-	\$ 40,643-
14.	Asphalt Seal Coat	49,178	SF	\$ .12	\$ 5,901.36
					\$ 51,901.36 PBC

15	Parking Lot Striping & Misc. Painting	1	LS	\$ <u>2,175-</u>	\$ <u>2,175-</u>
16	Handicap Stall Sign	10	EA	\$ <u>150-</u>	\$ <u>1,500-</u>
17	Handicap Entrance Sign	1	EA	\$ <u>165-</u>	\$ <u>165-</u>
18	Unsuitable Excavation	10	CY	\$ <u>30-</u>	\$ <u>300-</u>
19	Imported Borrow	10	CY	\$ <u>30-</u>	\$ <u>300-</u>
20	Post & Cable Fence	74	LF	\$ <u>27-</u>	\$ <u>1,998-</u>
21	Automatic Irrigation System	1	LS	\$ <u>14,520-</u>	\$ <u>14,520-</u>
22	Drinking Fountain with Sump	1	EA	\$ <u>3,850-</u>	\$ <u>3,850-</u>
23	Soil Amendments	17,026	SF	\$ <u>.35</u>	\$ <u>5,959.10</u> <del>27,959</del> (R20)
24	15 Gallon Trees	43	EA	\$ <u>82-</u>	\$ <u>3,526-</u>
25	5 Gallon Shrubs	504	EA	\$ <u>18-</u>	\$ <u>9,072-</u>
26	1 Gallon Shrubs and Groundcover	2,474	EA	\$ <u>9-</u>	\$ <u>22,266-</u>
27	Bark Mulch	10,687	SF	\$ <u>.55</u>	\$ <u>5,877.85</u> <del>5,878</del> pcc
28	Sod	6,339	SF	\$ <u>.55</u>	\$ <u>3,486.45</u>
29	Landscape Maintenance (30 Days)	1	LS	\$ <u>1,320-</u>	\$ <u>1,320-</u>
30	Field Lighting & Electrical System	1	LS	\$ <u>181,330</u>	\$ <u>181,330-</u>
<b>BASE BID SUBTOTAL</b>					\$ <u>556,807-</u>

**ADDITIVE ALTERNATE BID ITEM A:**

A	All items included in installing Play Area	1	LS	\$ <u>175,410-</u>	\$ <u>175,410-</u>
<b>ADDITIVE ALTERNATE A SUBTOTAL</b>					\$ <u>175,410-</u>

**ADDITIVE ALTERNATE BID ITEM B:**

B	All items included in installing Additional Parking Area	1	LS	\$	\$
				<u>46,563-</u>	<u>46,563-</u>
				<b>ADDITIVE ALTERNATE B SUBTOTAL</b>	<b>\$ <u>46,563-</u></b>

**BASE BID PLUS ADDITIVE ALTERNATES A & B TOTAL** \$ 221,973-

(F) – denotes final pay quantity

CONTRACTOR NAME: CTC Construction, Inc. TOTAL \$ 778,780-

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

It is understood that this Bid Proposal is based upon completion of the Work within a period of **NINETY (90) CALENDAR DAYS**. The undersigned agrees that all underground work for this project will be completed before the rainy season begins. The Contractor shall refer to Section 1.2 Completion Time of the Special Provisions for calculation of the completion date.

**The Landscape Architect's order of preference will be as follows: base bid first, followed by additive alternates in chronological order, based on funds available.**

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. #	<u>1</u>	DATE	<u>July 24, 2007</u>
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

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

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.

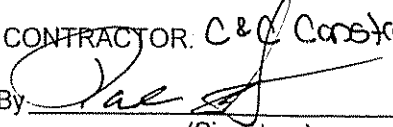
If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

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: C & C Construction, Inc.  
By:   
(Signature)

Paul Caraghan  
(Print or Type)

Title CEO / President

Address 4220-A Duluth Ave.  
Rocklin, CA 95765

Telephone No 916 434-5280

Fax No 916 434-5288

EMAIL ADDRESS ccconst@surewest.net

Date August 1, 2007

(WRITE LEGIBLY PLEASE)

Contractor's License No 717740

Type A, B, C8

Expiration Date 1-31-08

Tax I.D. Nos - Fed. 68-0367670

State 409-7958-5

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

96602

## MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

QUESTIONNAIRE

NOTICE: 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:  
\_\_\_\_\_
  
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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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

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

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

Yes

No

Not applicable

**OR**

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

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

Yes

No

OR

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

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

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

Yes

No

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

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

Yes

No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

VERIFICATION AND SIGNATURE

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

Signed at Rocklin, (Placer city.) CA, on August 1, 2007  
(Location) (Date)

Signature: 

Print name: Paul Cavaghan

Title: CEO/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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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

**BID PROPOSAL 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 Agreement 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 Agreement, 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 Agreement 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 was 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 AGREEMENT, 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: C+C Construction, Inc.  
BY: Paul Cavaghan Signature CEO/President Title Date: 8-1-07

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

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 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: <i>CJC Construction, Inc.</i>	Indicate EBE or SBE (subject to verification)	Bid Amount: <i>778,781</i>	Date: <i>8-1-07</i>
Business Entity or Subcontractor Name and Location		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
<i>Sierra Asphalt, Rachea Cortado</i>	<i>SBE</i>	<i>(see) Site / Roadway for term</i>	
<i>Image, Sacramento</i>		<i>Paving</i>	<i>30,000-</i>
<i>Belloci, Roseville</i>		<i>Landscape / Irrigation</i>	<i>59,000-</i>
<i>Arrow, Rocklin</i>		<i>Survey</i>	<i>5,900-</i>
<i>PSC Engineering, <sup>PO Box</sup> Marysville</i>		<i>Fencing</i>	<i>10,000-</i>
<i>Sierra Striping / Ladonis</i>	<i>SBE</i>	<i>Concrete</i>	<i>25,000-</i>
<i>Playground Unlimited, Sacramento</i>		<i>Striping / <sup>year cost</sup> Signs</i>	<i>9,800-</i>
<i>Barnum &amp; Cellilo, Sacramento</i>		<i>Install Playground Equip</i>	<i>17,800-</i>
<i>Shank's Engineering, Colton</i>	<i>SBE</i>	<i>Electrical</i>	<i>155,000-</i>
		<i>Materials / Equipment</i>	<i>160,000-</i>

**WORKER'S COMPENSATION CERTIFICATION**

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways.

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

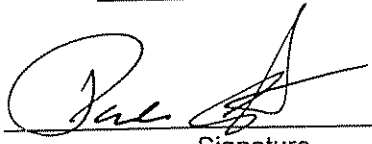
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

*I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.*

DATE: August 1, 2007

Contractor CTC Construction, Inc.

By   
Signature  
Paul Cavaghan - CEO/President

DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance

C & C Construction, Inc.  
Name of Contractor

4220-A Duluth Ave., Rocklin CA 95765  
Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento

("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

- a. Bereavement Leave
- b. Disability, life, and other types of insurance
- c. Family medical leave
- d. Health benefits
- e. Membership or membership discounts
- f. Moving expenses
- g. Pension and retirement benefits
- h. Vacation
- i. Travel benefits
- j. Any other benefit offered to employees

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.  
  
I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.
- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits  
  
The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

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

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

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50 00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

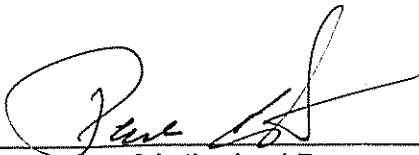
7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance

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



Signature of Authorized Representative

August 1, 2007

Date

Paul Cavaghan

Print Name

CEO / President

Title



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- 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

- o 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

DATE BID OPENED <u>8-1-07</u>
EMPLOYEE INITIALS <u>V.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY
<b>BID SECURITY</b>
( ) NONE REQUIRED
<input checked="" type="checkbox"/> PROPERLY SIGNED
<b>BID DEPOSIT TYPE</b>
<input checked="" type="checkbox"/> BID BOND
( ) CALIF. BANK CASHIER'S CHECK
( ) CERTIFIED CHECK
( ) CASH
( ) CALIF. BANK MONEY ORDER
<b>AFTER AWARD OF BID</b>
( ) SECURITY RETURNED
( ) SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____



**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 . . .**

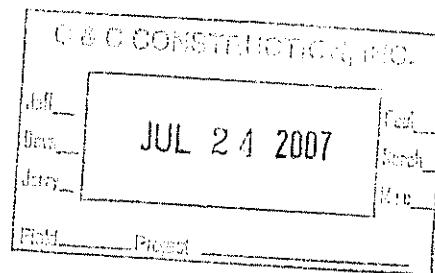
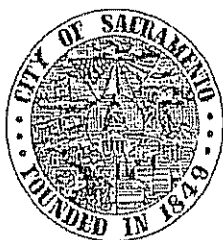
- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior 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.



DEPARTMENT OF  
PARKS AND RECREATION

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET, 5<sup>th</sup> Floor  
SACRAMENTO, CA 95814

PARKS ADMINISTRATION  
Park Planning & Development Division

PH 916-808-8529  
FX 916-808-8266

CONLIN YOUTH SPORTS COMPLEX- PHASE 3 (KB34)  
(Addendum #1)

July 24, 2007

**To all Potential Bidders:**

Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, Historic City Hall, 915 I Street, 1<sup>ST</sup> Floor, Sacramento, CA 95814-2671, 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 such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact Tim Hopper at (916) 808-8173

Very truly yours,

Tim Hopper  
Administrative Officer

Enclosure

Clerk's Office

c: Distribution List  
Planholders

**ADDENDUM #1 DATE: July 24, 2007**

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**Conlin Youth Sports Complex Phase III  
(KB34)**

Addendum #1 includes:

Electrical General Requirements

**UNCHANGED PORTIONS OF THE PLANS AND SPECIAL PROVISIONS REMAIN IN EFFECT.**

**THE BID DUE DATE OF AUGUST 1, 2007 REMAINS THE SAME**