

FILED

Western Engineering

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

AUG 01 2007  
By The  
Office of The City Clerk

Bid Proposal  
Page 1 of 5

**CONTRACTOR NAME:** WESTERN ENGINEERING CONTRACTORS, 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	\$ 2,700. <sup>00</sup>	\$ 2,700. <sup>00</sup>
2.	Site Clearing, Grubbing and Demolition	1	LS	\$ 12,400. <sup>00</sup>	\$ 12,400. <sup>00</sup>
3.	Site Staking	1	LS	\$ 7,200. <sup>00</sup>	\$ 7,200. <sup>00</sup>
4.	Temporary 6' Chain Link Fence	1	LS	\$ 3,600. <sup>00</sup>	\$ 3,600. <sup>00</sup>
5.	Site Grading	1	LS	\$ 39,000. <sup>00</sup>	\$ 39,000. <sup>00</sup>
6.	Erosion & Sediment Control	1	LS	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
7.	Catch Basin	6	EA	\$ 1,650. <sup>00</sup>	\$ 9,900. <sup>00</sup>
8.	Standard Manhole #3	2	EA	\$ 4,100. <sup>00</sup>	\$ 8,200. <sup>00</sup>
9.	8" PVC Gravity Drain Pipe	414	LF	\$ 30. <sup>00</sup>	\$ 12,420. <sup>00</sup>
10.	9" Concrete Mow Strip	327	LF	\$ 17. <sup>00</sup>	\$ 5,559. <sup>00</sup>
11.	Concrete Curb No. 15	1,530	LF	\$ 18. <sup>00</sup>	\$ 27,540. <sup>00</sup>
12.	Aggregate Base	1,909	TN	\$ 25. <sup>00</sup>	\$ 47,725. <sup>00</sup>
13.	Asphaltic Concrete	419	TN	\$ 104. <sup>00</sup>	\$ 43,576. <sup>00</sup>
14.	Asphalt Seal Coat	49,178	SF	\$ 0.10	\$ 4,917. <sup>80</sup>

15.	Parking Lot Striping & Misc. Painting	1	LS	\$ 2,300. <sup>00</sup>	\$ 2,300. <sup>00</sup>
16.	Handicap Stall Sign	10	EA	\$ 175. <sup>00</sup>	\$ 1,750. <sup>00</sup>
17.	Handicap Entrance Sign	1	EA	\$ 175. <sup>00</sup>	\$ 175. <sup>00</sup>
18.	Unsuitable Excavation	10	CY	\$ 85. <sup>00</sup>	\$ 850. <sup>00</sup>
19.	Imported Borrow	10	CY	\$ 150. <sup>00</sup>	\$ 1,500. <sup>00</sup>
20.	Post & Cable Fence	74	LF	\$ 27. <sup>00</sup>	\$ 1,998. <sup>00</sup>
21.	Automatic Irrigation System	1	LS	\$ 32,000. <sup>00</sup>	\$ 32,000. <sup>00</sup>
22.	Drinking Fountain with Sump	1	EA	\$ 2,300. <sup>00</sup>	\$ 2,300. <sup>00</sup>
23.	Soil Amendments	17,026	SF	\$ 0.25	\$ 4,256. <sup>50</sup>
24.	15 Gallon Trees	43	EA	\$ 140. <sup>00</sup>	\$ 6,020. <sup>00</sup>
25.	5 Gallon Shrubs	504	EA	\$ 27. <sup>00</sup>	\$ 13,608. <sup>00</sup>
26.	1 Gallon Shrubs and Groundcover	2,474	EA	\$ 8. <sup>00</sup>	\$ 19,792. <sup>00</sup>
27.	Bark Mulch	10,687	SF	\$ 0.70	\$ 7,480. <sup>90</sup>
28.	Sod	6,339	SF	\$ 0.55	\$ 3,486. <sup>45</sup>
29.	Landscape Maintenance (30 Days)	1	LS	\$ 800. <sup>00</sup>	\$ 800. <sup>00</sup>
30.	Field Lighting & Electrical System	1	LS	\$ 181,800. <sup>00</sup>	\$ 181,800. <sup>00</sup>
<b>BASE BID SUBTOTAL</b>					<b>\$ 511,854.<sup>65</sup></b>

**ADDITIVE ALTERNATE BID ITEM A:**

A	All items included in installing Play Area	1	LS	\$ 160,200. <sup>00</sup>	\$ 160,200. <sup>00</sup>
<b>ADDITIVE ALTERNATE A SUBTOTAL</b>					<b>\$ 160,200.<sup>00</sup></b>

**ADDITIVE ALTERNATE BID ITEM B:**

B	All items included in installing Additional Parking Area	1	LS	\$ <u>41,600.<sup>00</sup></u>	\$ <u>41,600.<sup>00</sup></u>
				<b>ADDITIVE ALTERNATE B SUBTOTAL</b>	\$ <u>41,600.<sup>00</sup></u>

**BASE BID PLUS ADDITIVE ALTERNATES A & B TOTAL** \$ 721,654.<sup>65</sup>

(F) – denotes final pay quantity

CONTRACTOR NAME: WESTERN ENGINEERING CONTRACTORS, INC. TOTAL \$ 721,654.<sup>65</sup>

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.



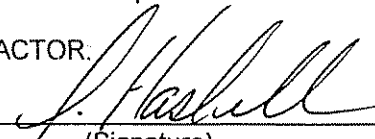
AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

\_\_\_\_\_ CERTIFIED CHECK  
\_\_\_\_\_ CASHIER'S CHECK  
\_\_\_\_\_  BID BOND  
\_\_\_\_\_ MONEY ORDER  
\_\_\_\_\_ OTHER SECURITY

CONTRACTOR:

By

  
(Signature)

JOHN HASKELL

(Print or Type)

Title VICE PRESIDENT

Address 3171 RIPPEY ROAD  
LOOMIS, CA 95650

Telephone No. 916-652-3990

Fax No 916-652-3995

EMAIL ADDRESS JHASKELL@WESTENG.COM

Date AUGUST 1, 2007

(WRITE LEGIBLY PLEASE)

Contractor's License No. 440681

Type A

Expiration Date 6/30/2009

Tax I.D. Nos - Fed. 94-2901297

State CALIFORNIA

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

101814

## 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



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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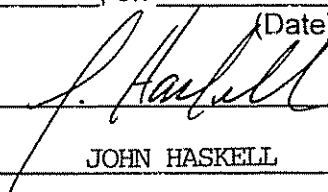
FOR CITY CLERK USE ONLY

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 LOOMIS, CA, on 8/1/07  
(Location) (Date)  
Signature:   
Print name: JOHN HASKELL  
Title: VICE 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



CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION		Date: 8/1/07	
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. <b>READ THE ABOVE REQUIREMENT CAREFULLY</b>			
Name of Prime Contractor: WESTERN ENGINEERING	Bid Amount: 72,654.65	Date: 8/1/07	
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
B + R Maher Valley, CA		Concrete	49,728.35
Larry Jenkins Trucking Placerville, CA	SBE	Trucking / Asphalt Supplier	55,000.00
Arrows Fence Rocklin, CA	SBE	Fencing	10,565.50
Kent's Oil Service Stockton, CA		Prime Coat	2,810.00
Aeres Pacific Rancho Cordova, CA	SBE	Landscape + Irrigation	81,078.00
Centurine Striping Elk Grove, CA	SBE	Striping + Seal Coat	10,881.02
BCE SAC		Electrical	159,000.00



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 - I STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-8240  
FAX: 918-808-5747

June 27, 2007

AERCO PACIFIC  
11370 - ALAGAM WAY  
RANCHO CORDOVA, CA 95670

**Subject: Emerging and Small Business Enterprise Certification - Provisional**

Congratulations! Based on your certification as a Small Business Enterprise (SBE) with the State of California, Department of General Services (DGS), the City of Sacramento, Office of Small Business (OSB) has granted your firm a provisional certification under our Emerging and Small Business Development (ESBD) Program. A provisionally certified firm is entitled to all benefits accorded a City certified firm in our ESBD Program.

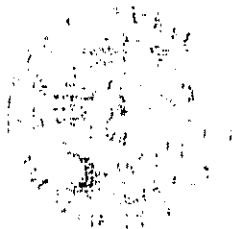
Your certification is valid through **JANUARY 31, 2008.**

Your firm has been assigned **Certification Number AEP5050000P.** Which can be used when working with any City of Sacramento procurement or contracting project. Keep this letter as proof of certification.

It is your responsibility to notify this office within thirty (30) days of any change of ownership, business name, or address. If you have any questions about your certification, please call our new number **(916) 808-6747.**

Sincerely,

Trevor Walton  
Program Specialist



DEPARTMENT OF  
FINANCE

OFFICE OF SMALL  
BUSINESS DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

921 TENTH STREET  
ROOM 402  
SACRAMENTO, CA  
95814-2714

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

August 27, 2004

CENTERLINE STRIPING CO. INC  
9847 DINO DR  
ELK GROVE CA 95624

**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 **August 31, 2007**. 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 **CESS150020A**. 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,

A handwritten signature in cursive script, reading "Charlotte A. Broussard".

Charlotte A. Broussard  
Program Analyst



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 - I STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

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

February 28, 2007

Larry Jenkins Trucking, Inc.  
5545 Merchant Cir.  
Placerville, CA 95667

**Subject: Emerging and Small Business Enterprise Certification -- Provisional**

Congratulations! Based on your certification as a Small Business Enterprise (SBE) with the State of California, Department of General Services (DGS), the City of Sacramento, Office of Small Business (OSB) has granted your firm a provisional certification under our Emerging and Small Business Development (ESBD) Program. A provisionally certified firm is entitled to all benefits accorded a City certified firm in our ESBD Program.

Your certification is valid through **Feb. 29, 2008.**

Your firm has been assigned **Certification Number LAJ5150030P.** Which can be used when working with any City of Sacramento procurement or contracting project. Keep this letter as proof of certification.

It is your responsibility to notify this office within thirty (30) days of any change of ownership, business name, or address. If you have any questions about your certification, please call our new number **(916) 808-6747.**

Sincerely,

Trevor Walton  
Program Specialist



State of California \* Department of General Services \* Arnold Schwarzenegger, Governor

**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 20070625093620

June 25, 2007

REF# 0001506  
ARROW FENCE COMPANY  
4025 CINCINNATI AVE  
ROCKLIN CA 95785

Dear Business Person:

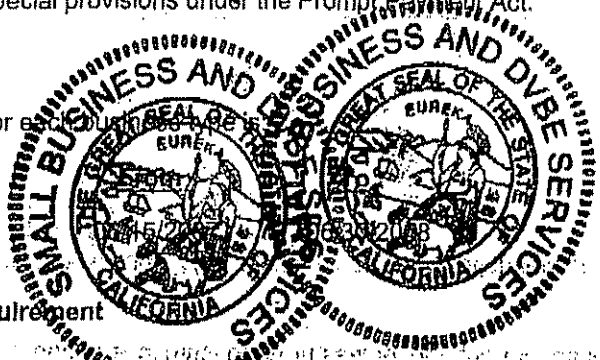
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment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

**Certification period**

Your certification period for...

Industry

CONSTRUCTION



**Annual Submission Requirement**

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**

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

WESTERN ENGINEERING CONTRACTORS, INC.  
Name of Contractor

3171 RIPPEY ROAD, LOOMIS, CA 95650  
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

\_\_\_\_\_  
JOHN HASKELL  
Print Name

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
Title

DATE BID OPENED	8-1-07
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"/>	ORIG
<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	_____



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814

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



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

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

The included employee benefits are:

- Bereavement leave
- 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.