

FILED

AUG 17 2005

By The
 Office of The City Clerk

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

**NATOMAS BOULEVARD WIDENING PROJECT – PHASE 1 (SIDEWALK)
 NORTH BEND DRIVE TO NEW MARKET DRIVE
 (PN: TR96)**

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:

MARTIN BROTHERS CONSTRUCTION

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Pre-Construction Photographs	1	LS	\$ <u>1,000⁰⁰</u>	\$ <u>1,000⁰⁰</u>
2	Clearing and Grubbing	1	LS	\$ <u>2,500⁰⁰</u>	\$ <u>2,500⁰⁰</u>
3	Excavation and Grading	400 (F)	CY	\$ <u>85⁰⁰</u>	\$ <u>34,000⁰⁰</u>
4	Asphalt Concrete to Place	3,300	SF	\$ <u>5⁰⁰</u>	\$ <u>16,500⁰⁰</u>
5	Aggregate Base, Class 2, to Place	850	TN	\$ <u>65⁰⁰</u>	\$ <u>55,250⁰⁰</u>
6	Sidewalk, 3 1/2" PCC, to Construct	11,200	SF	\$ <u>8⁰⁰</u>	\$ <u>89,600⁰⁰</u>
7	Rumble Bars to Place	70	LF	\$ <u>50⁰⁰</u>	\$ <u>3,500⁰⁰</u>
8	Truncated Domes to Place	3	EA	\$ <u>650⁰⁰</u>	\$ <u>1,950⁰⁰</u>
9	12" PVC Drainage Pipe to Place	75	LF	\$ <u>150⁰⁰</u>	\$ <u>11,250⁰⁰</u>
10	2" PVC Conduit to Install	70	LF	\$ <u>110⁰⁰</u>	\$ <u>7,700⁰⁰</u>
11	Incentive Payment	1	LS	\$10,000.00	\$10,000.00
12	Non-Irrigated Native Grass/Wildflower Hydroseeding	33,000	SF	\$ <u>.10</u>	\$ <u>3,300⁰⁰</u>
TOTAL					\$ <u>236,550⁰⁰</u>

(F) – Denotes Final Pay Quantity

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 Contract. Contractor shall begin work within five (5) days of the date on the Notice to Proceed

It is understood that this Bid Proposal is based upon completion of the Work within a period of **TWENTY-FOUR (24)** calendar days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

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 26, 2005</u>
Add. #	<u>2</u>	DATE	<u>AUGUST 09, 2005</u>
Add. #	_____	DATE	_____

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

CORPORATION- MARTIN BROTHERS CONSTRUCTION

FILED

AUG 17 2005

By The
Office of The City Clerk

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:

(\$ 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)

FELIPE MARTIN

(Print or Type)

Title PRESIDENT

Address 3174 LUYUNG DRIVE #3

Telephone No. 916.852.1911

Fax No. 916.852.1611

Date 8-17-05

Contractor's License No. 726454 Type A

Expiration Date 2/31/2006

Tax I.D. Nos.- Fed. 68-0377885 State 432-4701-4

City of Sacramento Business Operation Tax Certificate No. 114797

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

DATE BID OPENED 8/17/05
EMPLOYEE INITIALS DM
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY
 NONE REQUIRED
 PROPERLY SIGNED

BID DEPOSIT TYPE
 BID BOND
 CALIF. BANK CASHIER'S CHECK
 CERTIFIED CHECK
 CASH
 CALIF. BANK MONEY ORDER

AFTER AWARD OF BID
 SECURITY RETURNED
 SECURITY ACCEPTED
INITIALS

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 211, City Hall, located at Historic City Hall, 915 I Street, 1st Floor, up to the hour of 2:00 PM on August 17, 2005 and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

NATOMAS BOULEVARD WIDENING PROJECT – PHASE I (TR96)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

NATOMAS BOULEVARD WIDENING PROJECT – PHASE I (TR96)

Copies of the Contract Documents are available at

**CENTURY GRAPHICS
3479 ORANGE GROVE AVENUE
NORTH HIGHLANDS, CA 95660
916-972-0606**

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A non-refundable fee of \$25.00 will be charged.

Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. All questions regarding this Labor Compliance Program should be directed to the Labor Compliance Section at (916) 808-8277.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 730 I Street, Room 211, Sacramento, CA 95814.

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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**NATOMAS BOULEVARD WIDENING PROJECT - PHASE 1 (SIDEWALK)
 NORTH BEND DRIVE TO NEW MARKET STREET
 (PN: TR96)**

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	Pre-Construction Photographs	1	LS	\$ _____	\$ _____
2	Clearing and Grubbing	1	LS	\$ _____	\$ _____
3	Excavation and Grading	716 (F)	CY	\$ _____	\$ _____
4	Asphalt Concrete Pavement & Aggregate Base Class 2 to Remove and Replace	140	SF	\$ _____	\$ _____
5	Aggregate Base, Class 2, to Place	1,098	TN	\$ _____	\$ _____
6	Sidewalk, 3 1/2" PCC, to Construct	15,100	SF	\$ _____	\$ _____
7	Curb and Gutter No. 4 to Construct	70	LF	\$ _____	\$ _____
8	Truncated Domes to Place	2	EA	\$ _____	\$ _____
9	12" PVC Drainage Pipe to Place	40	LF	\$ _____	\$ _____
10	2" PVC Conduit to Install	88	LF	\$ _____	\$ _____
11	Incentive Payment	1	LS	\$10,000.00	\$10,000.00
TOTAL					\$ _____

(F) - Denotes Final Pay Quantity

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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.

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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. # 1 DATE 07/26/05
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.

MARTIN BROTHERS CONSTRUCTION - 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

 BID BOND

OTHER SECURITY

CONTRACTOR:

By _____
(Signature)

FELIPE MARTIN
(Print or Type)

Title PRESIDENT

Address 3174 LIGHTNING DR. #3, RANCHO CORDOVA, CA 95742

Telephone No. (916) 852-1911

Fax No. (916) 852-1611

Date _____

Contractor's License No. 726454 Type A

Expiration Date 08/31/06

Tax I.D. Nos.- Fed. 68-0377885 State california

City of Sacramento Business Operation Tax Certificate No. 114797
(City will not award contract if Certificate Number is missing.)

APP
42

ESBE REQUIREMENTS
(City Contracts no Federal Funds Used)

I. ESBD PROGRAM REQUIREMENTS

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

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

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

II. ESBE CERTIFICATION

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

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. The percent of ESBE participation shall be determined based on the dollar amount of the work to be performed by a certified ESBE as that dollar amount is specifically stated on the **SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION FORM (FM 440)** in the bid package, relative to the total dollar amount of the bid, except as provided other wise below.
- B. To receive credit for participation, a ESBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.
- C. Suppliers: Credit for supplies by ESBEs will be 100 percent.
- D. Truckers: Credit for trucking by ESBEs will be 100 percent.

IV. ESBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL

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

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

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

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

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

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

V. DEFINITIONS

A. Emerging Business Enterprise (EBE)

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

B. Small Business Enterprise (SBE)

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

C. CONTRACTOR

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

D. SUBCONTRACTOR

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

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION
OF APPRENTICESHIP STANDARDS
EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO
APPRENTICES ON PUBLIC WORKS
CHAPTER 1 OF DIVISION 2
APPRENTICES ON PUBLIC WORKS
(NOTE: **BOLDFACE TYPE DENOTES KEY POINTS.**)

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards. (Added by Stats. 1978, Ch. 1249)

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to

being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

- (c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.
- (e) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice or a change of location and address.
- (f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with the section. Should noncompliance will be evident after the 10-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- (g) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.
- (h) The director shall adopt rules consistent with the California Public Records Act (Ch. 3.5 (commencing with Sec. 6250), of Div. 7, Title 1, Gov. C.) and the Information Practices Act of 1977, (Title 1.8 (commencing with Sec. 1798) Pt. 4, Div. 3, Civ. C.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended 1983 Ch. 681)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training for each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship.

The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities.

Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in any case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The contractor or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days. Any work performed by a journeymen in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.

"Apprenticeable craft or trade" as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

- (c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employees journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are able to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

(Amended by Stats. 1989, Ch. 1224)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, excepted as provided in Section 3077, of such employee. (Amended by Stats. 1976, Ch. 1179)

- 1777.7. (a) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
- (b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.
- (c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of non-compliance.
- (d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- (e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)

JG3-01.A

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**

MARTIN BROTHERS CONSTRUCTION

Name of Contractor

3174 LUNGING DRIVE, SUITE 3, RANCHO CORDOVA, CA 95742

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.

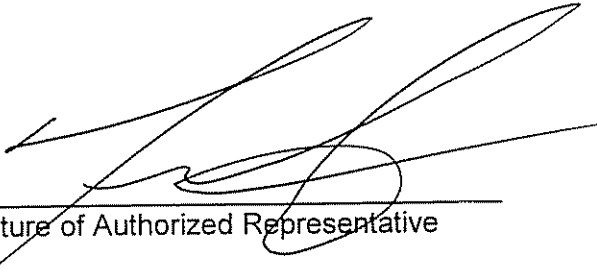
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties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

8-17-05
Date

Felipe Martin
Print Name

President
Title

FILED

AUG 17 2005

By The
Office of The City Clerk

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., Room 2000
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., Room 2000
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.



DEPARTMENT OF
PUBLIC WORKS

ARCHITECTURE &
ENGINEERING DIVISION

CITY OF SACRAMENTO
CALIFORNIA

927 10TH STREET
ROOM 100
SACRAMENTO, CA
95814-2702

PH 916-264-8300
FAX 916-264-8281

**NATOMAS BOULEVARD WIDENING PROJECT – PHASE 1 (PN: TR96)
(Addendum #2)**

August 9, 2005

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the plans and specifications 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, 915 I Street, first floor, Sacramento, CA 95814, prior to the hour and date specified for receipt of bids, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided 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 the Project Manager, Cecilyn Foote at (916) 808-6843.

Respectfully,

Jose Ledesma
Contract Services
Clerk's Office
Enclosure

cc: Distribution List
Planholders
File

**NATOMAS BOULEVARD WIDENING PROJECT – PHASE 1
(PN: TR96)**

ITEM 1 - Bid opening will remain on August 17, 2005.

ITEM 2 - REPLACE: Sheets C-1 thru C-3 with Revised Sheets C-1 thru C-3

ITEM 3 - DELETE: White Bid Proposal

ADD: Revised blue Bid Proposal

ITEM 4 - DELETE: White Schedule of Values

ADD: Revised blue Schedule of Values

ITEM 5 - Ref: Special Provisions, page 1, Item 1.1 “SCOPE AND LOCATION OF WORK”

REVISE: The first sentence shall be revised to read “The work to be performed under these Special Provisions consists of constructing a new sidewalk, installing truncated domes and 12” PVC drain pipe, and hydroseeding.”

ITEM 6 - REVISE: **ITEM NO. 2 – CLEARING AND GRUBBING**

Clearing and grubbing shall conform to Section 12 of the Standard Specifications and these Special Provisions. This item shall include, but is not limited to, removal and disposal of shrubs, bushes, curb, gutter, and other obstructions lying within the limits of the project, as shown on the Plans and as directed by the Engineer.

Payment shall be at the lump sum price bid and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with clearing and grubbing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM 7 - DELETE: **ITEM NO. 4 – ASPHALT CONCRETE PAVEMENT & AGGREGATE BASE CLASS 2 TO REMOVE AND REPLACE**

ADD: **ITEM NO. 4 – ASPHALT CONCRETE TO PLACE**

This item shall consist of furnishing and placing asphalt concrete where shown on the Plans and as directed by the Engineer. Asphaltic concrete sidewalk shall conform to Section 14 and 22 of the Standard Specifications.

All exposed vertical edges against which asphaltic concrete is to be placed shall be tacked with emulsion prior to paving. The exposed sub-base material shall be graded and re-compacted to 95% relative density prior to paving.

The new asphaltic concrete sidewalk shall be Type A, ½" maximum aggregate (Coarse) conforming to Section 22 of the Standard Specifications.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved with placing asphaltic concrete as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM 8 - REVISE: ITEM NO. 5 – AGGREGATE BASE, CLASS 2, TO PLACE

Class 2 aggregate base shall be placed under the proposed sidewalk as shown on the Plans and shall conform to Paragraphs 10-7 and 17-1 of the Standard Specifications.

Payment shall be at the unit price bid per ton and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing Class 2 aggregate base as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM 9 - REVISE: ITEM NO. 6 – SIDEWALK, 3 ½" PCC, TO CONSTRUCT

Portland Cement Concrete (PCC) sidewalk shall be constructed as shown on the Plans, in conformance with Sections 10 and 24 of the Standard Specifications and these Special Provisions, and as directed by the Engineer.

This item shall include welded wire fabric and reinforcing as shown in plans and as directed by the Engineer. Broken or damaged curb shall be replaced by the Contractor as directed by the Engineer, and shall be included in this item.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM 10 - DELETE: ITEM NO. 7 – CURB AND GUTTER NO. 4 TO CONSTRUCT

ADD: ITEM NO. 7 – RUMBLE BARS TO PLACE

4" rumble bars shall be placed longitudinally as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Two 2-inch wide bars shall be placed next to each other to make a width of four (4) inches. Rumble bars shall be paid per each lineal foot of 2" rumble bar placed.

Preformed thermoplastic rumble bars shall be PREMARK Rumble Bars, as manufactured by Flint Trading, Inc. (P.O. Box 160 Thomasville, NC. 27361-0160; Phone No: (336) 475-6600; E-mail: sales@flintrading.com.), Color Yellow, Product #8432058, or approved equal. Installation of rumble bars shall be in accordance with "PREMARK Rumble Bars Installation Instructions", or approved equal as directed by the Engineer.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in placing rumble bars as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM 11 - REVISE: ITEM NO. 8 – TRUNCATED DOMES TO PLACE

Truncated domes shall be placed at the end of the asphalt concrete sidewalk as shown on the Plans or as directed by the Engineer. Included in this item is the purchase and installation of cast-in-place truncated domes.

Truncated domes shall be placed across the entire width of the sidewalk.

Truncated domes shall be Armor Tile, as manufactured by Engineered Plastics Inc.; Product #ADA-C-2436S-YW, Cast in Place, 24"x 36" or Product #ADA-C-3648S-YW, Cast in Place, 36"x 48"; Sound Amplifying; Color Yellow, or approved equal.

Installation of truncated domes shall be by manufacturer trained and certified individuals. The Contractor shall provide the Engineer with copies of these certificates prior to beginning work. Installation shall have a five (5) year written warranty from the Contractor. A copy of the written warranty shall be submitted to the Engineer. Product is locally available at Spec West (916-361-1300) or White Cap (916-636-3215).

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in placing truncated domes, as specified in these Special Provisions and as directed by the Engineer.

ITEM 12 - ADD: ITEM NO. 12 – NON-IRRIGATED NATIVE GRASS/WILDFLOWER HYDROSEEDING

This item shall consist of furnishing materials, preparing and hydroseeding native grass and wildflower areas as shown on the plans and in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparation of Planting Areas as shown on the plans, including mowing, raking, and removing existing vegetation.

B. Native Grass/Wildflower Hydroseeding shall conform to Section 10-42 and these Special Provisions.

1. Seed Mix shall be pre-mixed and packaged by a commercial seed supplier, labeled in accordance with California Agricultural Code, shall be delivered to the site in original, unopened containers, and shall bear a dated guaranteed analysis. The seed mix shall include the following seed proportions:

<u>Species</u>	<u>PLS lbs/acre</u>
Hordeum brachyanthorum (Meadow Barley)	7
Bromus carinatus (California Brome)	7
Lolium multiflorum (Italian Ryegrass)	6
Eschscholzia californica (California Poppy)	1
Lupinus species (Lupine)	2
Trifolium hirtum (Rose Clover)	1
Layia platyglossai (Tidy Tips)	1
Nemophila menziesii (Baby Blue Eyes)	1
Castilleja exserta (Purple Owl's Clover)	1

Seed shall be submitted to the Engineer for approval.

2. Fertilizer shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.
3. Cellulose Fiber shall be colored with a non-toxic, water-soluble green dye to provide a visual gauge for metering of material over ground surfaces.

Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper

Industry (TAPPI) Standard T-413, shall contain less than 250 parts per million boron, and shall be otherwise nontoxic to plant or animal life.

Fiber shall have a water holding capacity by weight of not less than 1,200 percent as determined by the procedure used in the Department's Final Report, CA-DOT-TL-2176-1-76-36, "Water-holding Capacity for Hydromulch", available at the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819.

Fiber shall be of such character that the fiber will disperse into uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry weight of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Commercially packaged fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied and shall not stain concrete or painted surfaces.

A Certificate of Compliance for fiber shall be furnished to the Engineer.

4. Organic Stabilizer shall be a biodegradable tackifier, non-toxic to plant or animal life, such as Sentinel or M-Binder.
 5. Water shall be provided by Contractor.
- C. Hydroseeding installation shall be performed during a windless period using approved equipment and materials. The Contractor shall verify that hydroseed areas are adequately graded for seed application and free of deleterious material and weeds at the time of planting.
1. Hydraulic equipment shall be reviewed by the Landscape Architect prior to starting work.
 - a. Equipment shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry of water, fertilizer, fiber, seed and other additives.
 - b. Slurry Distribution Lines shall be large enough to prevent clogging and shall be equipped with a set of hydraulic spray nozzles which provide a continuous nonfluctuating discharge and uniform delivery of slurry in prescribed quantities without misses, waste or erosion.
 - c. Slurry Tank shall have a minimum capacity of 1000 gallons and shall be mounted on a traveling unit which may be drawn by a separate or self propelled unit in order to properly place the slurry tank and spray nozzle for uniform distribution.

2. Slurry Preparation shall occur on site and materials shall be added in such a manner that they are uniformly blended into the mixture. Slurry shall be completely homogenous before application.
 - a. With Agitation System operating at half speed, water shall be added to the tank, and good circulation established. The seed shall be added first; then fiber. The mixture shall be agitated at full speed when the tank is half full.
 - b. Additives: Fiber shall not be added until the tank is at least one-third filled with water. Fertilizer and seed mix shall be added at the last practical moment. Total time from the addition of seed to seed discharge shall be less than one hour; if more than one hour, the remainder of the load shall be recharged with seed.
3. Application. The operator shall spray the areas with a uniform, visible coat using the green color of the wood pulp as a guide. The slurry shall be applied in a sweeping motion, so as to allow the fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.
4. Application Rates. The materials shall be mixed and applied in the approximate proportions:

<u>Materials</u>	<u>Per Acre</u>
Fiber	1800 lbs.
Seed Mix	See 2.1 MATERIALS
16-20-20 (N-P-K)	350 lbs.
Organic Stabilizer	80 lbs.
Water	As needed for application

5. Limits Of Hydroseeding. The limits indicated on the drawings reflect the only part of the area required to be hydroseeded. This area, plus all other areas graded and disturbed by the Contractor shall be hydroseeded. Any compacted or otherwise unsuitably prepared areas within these descriptions shall be scarified and rototilled to prepare the areas for seeding.
6. Clean-Up. Prior to completion of all operations, Contractor shall remove, wash clean, or otherwise correct any unsightly overspray, trash, excess soil, other debris, or damage. All walks and pavement shall be swept and washed clean, and clean-up operations performed in the general work area as needed to leave the entire area in neat, orderly condition.

Payment shall be made at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and

for doing all work involved in non-irrigated native grass/wildflower hydroseeding as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM 13 - The revised Estimated Construction Cost is \$184,000.

CITY OF SACRAMENTO DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF VALUES

Remit To:
 Department of Transportation
 Engineering Services
 915 I Street, Room 2000
 Sacramento, CA 95814

PROJECT NAME: NATOMAS BOULEVARD WIDENING PROJECT - PHASE 1 (SIDEWALK)
 North Bend Drive to New Market Drive

CITY PROJ. NO: TR96 CONTRACTOR:

Payment No. _____
 Work Performed Thru _____
 Date Payment Submitted _____
 Days Expended on Contract _____

FUNDING: 780-500-TR96-4820 ADDRESS:

CONTRACT NO: PHONE NO:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$Amount	Quantity	\$Amount	
1	Pre-Construction Photographs	1	LS							
2	Clearing and Grubbing	1	LS							
3	Excavation and Grading (F)	400	CY							
4	Asphalt Concrete to Place	3,300	SF							
5	Aggregate Base, Class 2, to Place	850	TN							
6	Sidewalk, 3 1/2" PCC, to Construct	11,200	SF							
7	Rumble Bars to Place	70	LF							
8	Truncated Domes to Place	3	EA							
9	12" PVC Drainage Pipe to Place	75	LF							
10	2" PVC Conduit to Install	70	LF							
11	Incentive Payment	1	LS							
12	Non-Irrigated Native Grass/Wildflower Hydroseeding	33,000	SF							

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(F) - Denotes Final Pay Quantity

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

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* 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: Martin Brothers Construction
BY: [Signature], President Date: 8-17-05
Signature Title

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.

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.

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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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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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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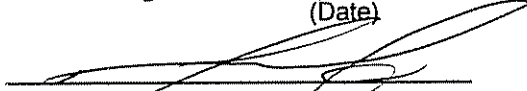
RESOLUTION NO.: 2004-433

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 RANCHO CORDOVA, on 8-17-05
(Location) (Date)

Signature: 
Print name: Felipe Martin
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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RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004