



# City of Sacramento City Council

14

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 7/24/2012

**Report Type:** Consent

**Title: Contract: Utility Pull Box Security Lids**

**Report ID:** 2012-00655

**Location:** Citywide

**Recommendation:** Pass a motion: 1) awarding a contract to Hi-Line Electric Company for a total amount not to exceed \$1,270,017; and 2) authorizing the City Manager to execute the contract with Hi-Line Electric Company.

**Contact:** Norm Colby, Operations General Supervisor (916) 808-6635; Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Traffic Engineering

**Dept ID:** 15001921

**Attachments:**

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- 1- Description/Analysis
- 2- Background
- 3- Contract-Hi-Line Electric Company

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**City Attorney Review**

Approved as to Form  
Gerald Hicks  
7/11/2012 2:05:14 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
7/9/2012 12:14:42 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 7/10/2012 2:56:21 PM



## Description/Analysis

**Issue:** The Department of Public Works has an ongoing need for utility pull box security lids for maintenance activities and traffic signal installations and modifications. Nine bids were received for the project and Hi-Line Electric Company is the lowest responsive and responsible bidder with the emerging small business certification preference discount. City Council approval is necessary to move forward with awarding the contract.

**Policy Considerations:** This recommendation is consistent with requirements for competitive bidding as detailed in Sacramento City Code Chapter 3.56. The Equal Benefits Ordinance (EBO) is applicable to this purchase agreement and the contractor has signed the Declaration of Compliance. The recommendations in this report are consistent with the City's Strategic Plan goals to improve and expand public safety, and achieve sustainability and livability.

**Economic Impacts:** None.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** This activity is not considered a project as defined by Section 15378 of CEQA. The activity involves no physical construction and, therefore, has no potential to cause a significant impact on the environment (CEQA Section 15061 (b)(3)).

**Sustainability Considerations:** This project is consistent with the City's Sustainability Master Plan. It is aimed at addressing the goals and targets set forth in Transportation Infrastructure and Air Quality Focus Areas by optimizing and coordinating traffic flows, and improving traffic safety.

**Rationale for Recommendation:** Hi-Line Electric Company is the lowest responsive and responsible bidder.

**Financial Considerations:** Utility pull box security lids are purchased on an as-needed basis and are paid for by the Department of Public Works operating budget, individual capital improvement project budgets, or from development projects. Purchases are only made if sufficient funds are available in operating budgets, individual capital improvement projects, or development projects. The cost for the purchase of pull box security lids under this agreement will not exceed \$1,270,017.

**Emerging Small Business Development (ESBD):** Hi-Line Electric Company is certified with the City as an emerging small business.

## Background

The Transportation Division specifies utility pull box security lids due to thefts targeting the City's street lighting and traffic signal infrastructure. The pull boxes are concrete vaults with concrete or steel lids typically held in place by their own weight or a common hex-head bolt. To date, there has been no further theft of copper wire from pull boxes where the security lids have been installed.

The invitation for bids for the purchase of utility pull box security lids on an as-needed basis was advertised. A total of nine bids were received on May 23, 2012. The results are summarized below:

Contractor	Bid Amount	E/SBE	Responsive
SIRPA	\$1,263,433.40	NO	Yes
Hi-Line Electric Company	\$1,270,016.93	YES	Yes
JAM Services (GDS Industries)	\$1,275,490.63	YES	Yes
Associated of Los Angeles	\$1,311,317.50	NO	Yes
Jensen Precast	\$1,325,885.30	N/A	Yes
Johnson Enterprises	\$1,365,655.83	YES	Yes
S & S Enterprises	\$1,448,591.00	YES	Yes
Ferguson Water	\$1,658,067.78	NO	Yes
Pace Supply	\$1,728,310.00	NO	Yes

It is recommended that the contract be awarded to Hi-Line Electric Company for its lowest responsive and responsible bid with the emerging small business discount credited.



# CITY OF SACRAMENTO

**DEPARTMENT OF TRANSPORTATION**  
(Responsible Department)

**Bid Number: B1215001691036**

## INVITATION FOR BID and Contract Specifications for Supplies

**FOR: UTILITY PULL BOX SECURITY LIDS**

**Bids Must Be Received Prior To 2:00 P.M. on May 16, 2012**

**Bids Must Be Submitted To:** City Clerk's Office  
P.O. Box 122391  
Sacramento, CA 95812-2391

Pre-Bid Conference: \_\_\_\_\_  
Mandatory:  Yes \_\_\_\_\_  
 No \_\_\_\_\_

**NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:**  
(Bidder to complete the following information)

Name of Bidder: HI-LINE ELECTRIC

Address: 1119 R ST

City, State, Zip Code: SACRAMENTO, CA 95811

Phone Number: 916-444-7915

Email Address: KERRYMORGAN@PACBELL.NET

SECTION I - REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B1215001691036

FOR SERVICES/SUPPLIES: UTILITY PULL BOX SECURITY LIDS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the Abidder@ or the AContractor@) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: HI-LINE ELECTRIC

ADDRESS: 1119 R ST SACRAMENTO CA 95811

PHONE #: 916-444-7915 FAX #: 916-444-3717 E-MAIL: KERRY.MORGAN@PACBELL.NET

STATE TAX I.D. #: 28-638600 FED. TAX I.D. #: 94-1709984

City of Sacramento Business Operation Tax Certificate #: 3204  
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):  Individual/Sole Proprietor  Partnership  
 Corporation  Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) Kerry Morgan

PRINT NAME: KERRY MORGAN

TITLE: QUOTATIONS

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

**FOR CITY USE ONLY**

The Bid was opened on May 23, 2012.

Bid Bond Required:  No;  Yes - Amount: \$ \_\_\_\_\_

Received:  Cashiers or Certified Check drawn on a California bank;  Surety Bond

\_\_\_\_\_  
City Clerk

**CONTRACT AWARD**

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$ \$1,270,017.00

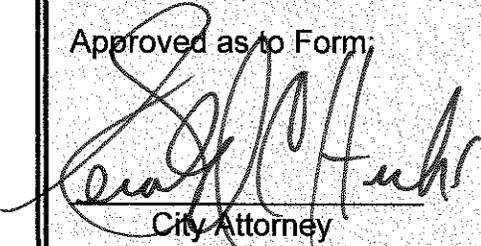
Award Date: \_\_\_\_\_

**CONTRACT APPROVAL**

Approved as to Form:

Approved:

Attest:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

\_\_\_\_\_  
City Clerk

**D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS**

**REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

**INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (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 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 permits 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 or 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 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, 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 “A.”

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

**ATTACHMENT A**



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

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 Code (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, Procurement Services Division, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822
- 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

**ATTACHMENT B**



**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 . . .**

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

City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822

- 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, Procurement Services Division, at the same address, containing the details of the alleged violation.

# **SECTION III BIDDER RESPONSE DOCUMENTS**

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**A. ITEMS REQUIRING BIDDER RESPONSE**

**NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

**1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development 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. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

**A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES** – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO** -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

H1E5000000A

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES** - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO** - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: \_\_\_\_\_

**2. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?  Yes; or  No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

1119 R ST.  
SACRAMENTO, CA. 95811

Specify: fixed office location or distribution point(s): 1119 R ST. SACRAMENTO, CA

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 3204

**3. DELIVERY GUARANTEE**

Contractor guarantees delivery within 180 days after receipt of order (ARO).

**4. PAYMENT DISCOUNT**

Will you offer a prompt payment discount? Yes [ ] or No  (Net 30 days)

If Yes, the Payment Discount is \_\_\_\_\_% for payment within \_\_\_\_\_ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

**5. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):**

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No

If Yes, what percentage discount would you offer the City to be paid through EFT? \_\_\_\_\_%

**6. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES**

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

CALIFORNIA  
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL  
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

**1. CERTIFICATE OF INSURANCE**

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

**2. BUSINESS OPERATIONS TAX CERTIFICATE**

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**C. DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: HI-LINE ELECTRIC CO.

Address: 1119 R ST. SACRAMENTO, CA 95811

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, 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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by 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 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 this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor 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 and/or for up to two (2) years; and/or 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. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to 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 Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Kerry Morgan  
Signature of Authorized Representative

5/15/12  
Date

KERRY MORGAN  
Print Name

QUOTATIONS  
Title

## SECTION I – REQUIREMENTS

**B. BID INSTRUCTIONS AND REQUIREMENTS**

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
  - a) To obtain an electronic version of this bid go to Procurement's website at [www.cityofsacramento.org/generalservices/procurement/bids](http://www.cityofsacramento.org/generalservices/procurement/bids).
  - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, May 16, 2012. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is:  Required  Not Required
 

If required, bid security approved by the City must accompany the bid, in the amount of \_\_\_ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
  1. The right to award in whole or in part.
  2. The right to reject all partial bids.
  3. The right to reject any or all bids or make no award.
  4. The right to issue subsequent Invitation For Bids (IFB).
  5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
  6. The right to waive any informality or irregularity in the bidding process and any bids.
  7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.



DEPARTMENT OF  
TRANSPORTATION

STREET SERVICES  
DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

5730 - 24th STREET  
BUILDING ONE  
SACRAMENTO, CA  
95822-3699

PH 916-808-1888  
FAX 916-399-9263

May 16, 2012

**ADDENDUM NO. 1 TO BID No. B1215001691036**

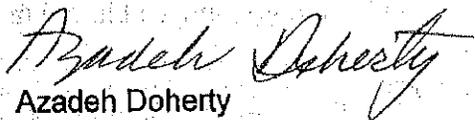
**Utility Pull Box Security Lids**

1. The Utility Pull Box Security Lids must be manufactured by **Mr. Steel, Jensen Precast, or equal.**
2. The Bid due date of May 16, 2012 has been changed to **May 23, 2012** at 2:00 PM (PST).

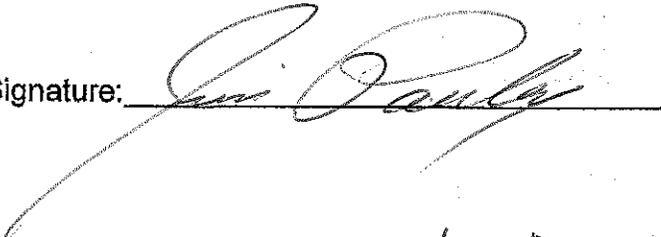
If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.

Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:

- a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
- b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, Historic Building, 915 I Street, First Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.
- c) If by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

  
Azadeh Doherty  
Program Analyst

Vendor's Name: Hi-Line Electric

Signature: 

Typed or Printed Name & Title Jim Pauley, Sales Mgr.

Date: 5-16-12

## SECTION III – BIDDER RESPONSE DOCUMENTS

### D. PRICING SCHEDULE

#### Utility Pull Box Security Lids

**BID BOND Security**

- Properly Signed      Improperly Signed  
 Not Included        Not Required

**Type of Deposit**

- Bid Bond      Cashier/Certified Check  
 Other \_\_\_\_\_ Initial: **VE**

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein. All items must be bid in order to be considered responsive. **Pricing shall be all inclusive.** No surcharges or additional costs will be allowed. Vendor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. **Only MR Steel and/or Jensen Precast Steel 'Lock Lid' Utility Pull Box Security Lids are accepted. No Substitutions are allowed. Steel Utility Pull Box Security Lids will be ordered on as needed basis.** Quantities listed are estimates only of the City's requirements and more or less may be purchased at the unit pricing listed below.

Prices quoted to be valid through August 1, 2014.

LINE ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	<p><b><u>Security Pull Box Lid, #3 1/2 Utility Box:</u></b> Galvanized 0.25" diamond plate or TraxPlate steel lid, measuring 15.125" x 10" with 0.75" radius corners. Christy N09 compatible. Lids will include 0.5" 13 x 1.5" high-security button-head "Penta-Plus" proprietary security bolt(s), manufactured by Bryce Fasteners, part number 3GMP50150S or 3GMPF50150.</p> <p style="text-align: center;"><u>MR STEEL # 3.5 LID</u> Manufacture and Part #</p>	\$ <u>82<sup>99</sup>/<sub>E</sub></u>	1000	\$ <u>82990.00</u>
2	<p><b><u>Security Pull Box Lid, #5 Utility Box:</u></b> Galvanized 0.25" diamond plate or TraxPlate steel lid, measuring 20.625" x 10.55" with 0.75" radius corners. Christy N16 compatible. Lids will include 0.5" 13 x 1.5" high-security button-head "Penta-Plus" proprietary security bolt(s), manufactured by Bryce Fasteners, part number 3GMP50150S or 3GMPF50150.</p> <p style="text-align: center;"><u>MR STEEL #5 LID</u> Manufacture and Part #</p>	\$ <u>88<sup>01</sup>/<sub>E</sub></u>	4000	\$ <u>352040.00</u>
3	<p><b><u>Security Pull Box Lid, #7 Utility Box:</u></b> Galvanized 0.25" diamond plate or TraxPlate steel lid, measuring 23.25" x 13.75" with 0.75" radius corners. Christy N30 compatible. Lids will include 0.5" 13 x 1.5" high-security button-head "Penta-Plus" proprietary security bolt(s), manufactured by Bryce Fasteners, part number 3GMP50150S or 3GMPF50150.</p> <p style="text-align: center;"><u>MR STEEL #7 LID</u> Manufacture and Part #</p>	\$ <u>108<sup>42</sup>/<sub>E</sub></u>	4000	\$ <u>433680.00</u>

4	<p><b>Security Pull Box Lid, #9 Utility Box:</b>                  Galvanized 0.25" diamond plate or TraxPlate steel lid, measuring 30.5" x 17.5" with 0.75" radius corners. Christy N36 compatible. Lids will include 0.5" 13 x 1.5" high-security button-head "Penta-Plus" proprietary security bolt(s), manufactured by Bryce Fasteners, part number 3GMP50150S or 3GMPF50150.</p> <p><u>MR STEEL #9 LID</u>                  Manufacture and Part #</p>	\$ <u>154<sup>98</sup>/<sub>E</sub></u>	2000	\$ <u>309960.<sup>00</sup></u>
TOTAL (LINE ITEMS 1-4)				\$ <u>1178670.<sup>00</sup></u>
TAX (7.75%)				\$ <u>91346.93</u>
BID TOTAL				\$ <u>1270016.93</u>

**PRICING SCHEDULE NOTES**

1. 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 Pricing Schedule. When such a mathematical error appears on the face of the Pricing Schedule, 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.
2. When an item price is required to be set forth in the Pricing Schedule, 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 Project Manager's estimate of the quantity of items required, 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 shall be based upon the item price and not the total price. Should the Pricing Schedule 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 Project Manager's estimate of the quantity of items required.
3. If the Pricing Schedule contains neither the item price nor the total price for the item, then it shall be deemed nonresponsive and the Bid shall be disregarded.
4. Quantities are estimates only and City will purchase more or less, as necessary, throughout the contract term.





### BizNet Profile: HI-LINE ELECTRIC COMPANY

<b>Registration/NbR:</b> 1605 <b>Prime SIC:</b> 5063 <b>Prime NIGP:</b> 28008
<b>Name:</b> HI-LINE ELECTRIC COMPANY
<b>Business Description:</b> ELECTRICAL APPARATUS & EQUIPMENT, WIRING SUPPLIES
<b>Street:</b> 1119 R STREET
<b>City:</b> SACRAMENTO <b>State:</b> CA <b>Zip:</b> 95811
<b>County:</b>
<b>Phone:</b> (916) 444-7915 <b>Fax:</b> (916) 444-3717
<b>E-mail:</b> <a href="mailto:jillpomp@pacbell.net">jillpomp@pacbell.net</a>
<b>Work Location:</b>
<b>County:</b>
<b>Contact:</b> JILL POMPEI, PRESIDENT
<b>Ethnic Group:</b> Caucasian
<b>Gender:</b> Male
<b>Certificaton Status:</b>
<b>Sacramento Certification:</b> SBE <b>State Certification:</b> SBE <b>DBE Certification:</b> OBE
<b>Sacramento Cert. Expires:</b> 3/24/2014 <b>California Cert. Expires:</b> 6/30/2011 <b>DBE Cert. Expires:</b>
<b>Additional SIC and NIGP:</b>
<b>2nd SIC:</b> 3699 <b>3rd SIC:</b> 3629 <b>4th SIC:</b> <b>5th SIC:</b> <b>6th SIC:</b> <b>7th SIC:</b> <b>8th SIC:</b>
<b>2nd NIGP:</b> 28099 <b>3rd NIGP:</b> 28599 <b>4th NIGP:</b> <b>5th NIGP:</b> <b>6th NIGP:</b> <b>7th NIGP:</b> <b>8th NIGP:</b>

**NOTE:**

OBE stands for Other Business Enterprise indicating that the firm is not certified.

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