

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

SKA

BOARD AGENDA # *B-15

Urgent

Routine

AGENDA DATE November 6, 2007

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract to Calwater Drilling Co., Inc., of Turlock, California, for the Construction of the Woodward Reservoir Water Well and Water Filtration System

STAFF RECOMMENDATIONS:

1. Approve the project budget and schedule for the Woodward Reservoir Water Well Filtration System Project.
2. Approve the award of the contract to Calwater Drilling Co., Inc., of Turlock, California, for the construction of the Woodward Water Well and Water Filtration System, in the amount of \$545,293.90.
3. Direct the Auditor-Controller to increase appropriations and estimated revenues in fund 2118 as detailed in the Budget Journal in the amount of \$639,627.

(Continued on Page 2)

FISCAL IMPACT:

If approved, the total budget for the Woodward Reservoir Water Well and Filtration System Project would be established at \$857,357.03. Of this amount, approximately \$5,000.00 has already been utilized for advertising costs related to sending the project out to bid. These preliminary costs have been funded from the existing Parks and Recreation budget. The State of California Department of Parks & Recreation 2000 Parks Bond Act - Per Capita grant, will fund \$639,627.00 of the Woodward Reservoir Well and Water Filtration System improvements.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2007-880

On motion of Supervisor Mayfield, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to Calwater Drilling Co., Inc., of Turlock, California, for the Construction of the Woodward Reservoir Water Well and Water Filtration System.

Page 2

STAFF RECOMMENDATION: (Continued)

4. Authorize the Director of Parks and Recreation to execute the contract with Calwater Drilling Co., Inc., in the amount of \$545,293.90.

5. Authorize the Director of Parks and Recreation to execute change orders in accordance with Public Contract Code, Section 20142.

6. Upon completion of the project, authorize the Director of Parks and Recreation to accept the completed improvements and perform all necessary closeout activities.

FISCAL IMPACT: (Continued)

Additional funds of \$217,730.03 are available from the South San Joaquin Irrigation District (SSJID) Woodward Reservoir Improvement Fund. The total cost for this project is \$857,357.03.

Total project costs include \$116,220.00 for engineering firm to design the well systems and pipelines, \$10,000.00 for Public Works management of the projects, \$2,700.00 for miscellaneous plumbing issues, \$20,000.00 for well shutdown warning systems, \$5,000.00 advertising costs, \$68,921.39 for 10% standard construction contingency, and a budget contingency of \$89,221.74.

DISCUSSION:

On September 25, 2007 the Board of Supervisors adopted plans and specification for the Woodward Reservoir Water Well and Water Filtration System and set the bid opening date and time for October 24, 2007, 2:30 p.m. Five bids were received, publicly opened and read. A summary of the bids received follows:

<u>Contractor</u>	<u>Bid</u>
Calwater Drilling Co. Inc.	\$545,293.90
Howk Systems	\$546,960.00
D.A.Woods Const., Inc.	\$699,784.00
TNT Industrial Contractor	\$737,235.00
Donniker Construction, Inc.	\$826,660.00

The Department of Parks and Recreation has partnered with Department of Public Works in projects that included the Woodward Reservoir Saddle Dam, Woodward Waste Water Treatment Upgrade System, Riverdale Park Improvement and the Empire ADA Compliance Pathway and is committed to continuing this partnership during the construction of this project. The engineer's

Approval to Award Contract to Calwater Drilling Co., Inc., of Turlock, California, for the Construction of the Woodward Reservoir Water Well and Water Filtration System.

Page 3

estimate for the construction of this project is \$589,500.00. The Department of Parks and Recreation requests the contract to be awarded to the lowest bidder, Calwater Drilling Co., Inc. of Turlock, California, in the amount of \$545,293.90.

Estimated Woodward Reservoir Water Well and Water Filtration System timeline:

Nov 06, 2007	BOS Awards Contract
Nov 26, 2007	Notice To Proceed
Nov 30, 2007	Well Construction Begins
Jan 07, 2007	Pipeline Construction Begins
Feb 08, 2008	Notice Of Completion

The Woodward Reservoir Regional Park provides various day-use and overnight camping facilities to the public. The campgrounds consist of full hook RV sites, picnic areas, restroom facilities with flush toilets, sinks and showers and an irrigation system for the landscaping. Over the past several years the water system has failed several of the bacterial tests, which has resulted in the issuances of boil water notices at the park. Currently, Woodward Reservoir Regional Park is under a boil water notice.

This project consists of work at two separate well sites within the Woodward Reservoir recreation area. At Well #1, the project requires the construction of a new water production well with associated development costs, site work, fencing, and demolition of an existing well. Work required at Well #2 includes the replacement of an existing well pump and other well components, site work, fencing and 24,000 linear feet of 6 inch pipeline.

With the replacement of this well, installation of the filtration system and other improvements to the system the new water system should meet State of California current drinking water standards.

POLICY ISSUE:

Approval of this agreement would be consistent with the Board of Supervisors priorities to ensure a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

The Department of Public Works will be reimbursed for the oversight and construction management of the Woodward Reservoir Water Well and Filtration System Project.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



Balance Type	DER Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name	DER-LLF	
Journal description	Establish Appropriations and Anticipated Revenue	
Period	11/1/2007	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	2118	35631	25000			.0		639,627.00		State Other	
2	2118	35631	80311			.0	629,627.00			Onsite Improvements	
3	2118	35631	73580			.0	10,000.00			Public Works	
4						.0					
5						.0					
6						.0					
7						.0					
8						.0					
9						.0					
10						.0					
11						.0					
12						.0					
13						.0					
14						.0					
15						.0					
16						.0					
17						.0					
18						.0					
19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals							639,627.00	639,627.00			

Explanation: Establish appropriations and anticipated revenue for the Woodward Reservoir Water Project.

Requesting Department	CEO	Auditors Office Only	
		Prepared By	
Signature	Signature	Admin Approval (\$75K+)	
11/1/2007	11/01/07	11-1-07	
Date	Date	Date	Date

AGREEMENT

THIS AGREEMENT, dated this 6th day of November, 2007, by and between CALWATER DRILLING CO., INC., whose place of business is located at 300 South Kilroy Road, Turlock, California, 95380 ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2007-880 adopted on the 6th day of November, 2007 awarded to Contractor the following Contract:

Woodward Reservoir Water Well and Water Filtration System

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 Dean Marsh designed the Project and furnished the Plans and Specifications. Dean Marsh shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated Jack Leguria as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 55 Working Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

- 3.2.1 Five Hundred dollars (\$500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Notice of Award
 Agreement
 Notice to Proceed
 Construction Performance Bond
 Construction Labor and Material Payment Bond
 General Conditions

Supplementary General Conditions
Addenda
Construction Details
Drawings
Encroachment Permit [if applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

Article 7. Miscellaneous

- 7.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: SPECIFICATIONS AND PLANS and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the

provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

////

////

////

////

////

////

////

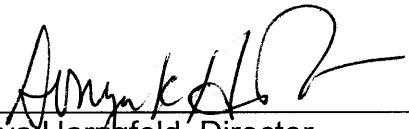
////


////

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

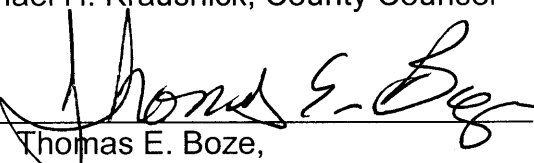
COUNTY OF STANISLAUS

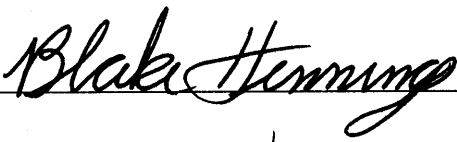
CALWATER DRILLING CO., INC.

By: 
Sonya Harrigfeld, Director
Department of Parks and Recreation

By: 
Its: President
Title (If Corporation: Chairman, President
or Vice President)

APPROVED AS TO FORM
Michael H. Krausnick, County Counsel

By: 
Thomas E. Boze,
Deputy County Counsel

By: 
Its: Secretary/Treasurer
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

COUNTY RESOLUTION NO. 2007-880

END OF DOCUMENT

CONTRACTOR'S BID SHEET
(Sheet 1 of 3)
WOODWARD RESERVOIR WATER WELL
AND WATER FILTRATION SYSTEM

NO.	DESCRIPTION	APPROX. QUANT.	UNIT	UNIT PRICE	TOTAL
Section A, Well Construction					
A1	Mobilization, demobilization to site of all necessary equipment and personnel. Well Permit	1	Lump Sum	33,850	33,850
A2	Drill 26-in borehole, install 20-in conductor casing.	20	l.f.	185.00	3,700
A3	Drill, log, and sample 18-inch borehole from 20 ft to approx. 300 ft depth	280	l.f.	110.00	30,800
A4	Furnish and install 12-in x 0.25 in. ASTM A53 casing (including welding collars)	160	l.f.	26.00	4,160
A5	Furnish & install 12-in x 0.25 in wire-wrapped screen, steel, including collars.	140	l.f.	66.36	9,290.40
A6	Furnish and install four -leaf centralizers at 40 ft intervals from 100 ft to total depth.	6	Ea.	150.00	900
A7	Furnish & install 1-in steel sounding tube. (140 ft blank, 160 ft perf.)	1	Lump Sum	3,000	3,000
A8	Furnish and install gravel pack from total depth to 100 ft	200	l.f.	15.00	3,000
A9	Furnish and install cement seal from top of gravel pack to ground surface,	100	l.f.	30.00	3,000
A10	Development by air-lift jetting	8	Hrs	250	2,000
A11	Dispersing Chemicals NW220 or similar non-phosphate	100	Lb	50.00	5,000
A12	Furnish, install, and remove 500 gpm test pump. (240 ft setting)	1	Lump Sum	6,000	6,000
A13	Final well development (est 14 hrs, including 6 hour step-drawdown test.)	14	Hrs	150	2,100
A14	48 hour constant discharge pump test.	48	Hrs.	150	7,200
Subtotal Section A=					\$114,000.40

CONTRACTOR'S BID SHEET
(Sheet 2 of 3)

NO.	DESCRIPTION	APPROX. QUANT.	UNIT	UNIT PRICE	TOTAL
Section B, Well Abandonment					
B1	Remove production pump and equipment from well-bore and tag bottom to ensure free of obstacles. Clean well-bore if obstacles found.	1	Lump Sum	5,500	5,500
B2	Install neat cement seal in well-bore from total depth to five feet below land surface where overflow cap will form.	200	l.f.	22.00	4,400
Subtotal Section B=					\$9,900
Section C, New Well Site 1					
C1	Furnish and Install Well Pump	1	Lump Sum	24,651	24,651
C2	Furnish and install hydropneumatic tank	1	Lump Sum	44,000	44,000
C3	Well 1 Electrical	1		94,792.50	94,792.50
C4	Well 1 connecting pipeline	230	l.f.	33.00	7,590
C5	Well 1 plumbing, fence and site work	1	Lump Sum	38,170	38,170
C6	Road construction: grading and placement of Class II AB	1	Lump Sum	7,150	7,150
Subtotal Section C=					\$216,353.50
Section D, Well Site 2					
D1	Remove existing well pump, fence, hydro- tank and foundation	1	Lump Sum	4,620	4,620
D2	Install new well pump	1	Lump Sum	25,795	25,795
D3	Electrical controls	1	Lump Sum	23,650	23,650
D4	Furnish and install hydropneumatic tank.	1	Lump Sum	44,000	44,000
D5	Well 2 plumbing, fence and site work.	1	Lump Sum	41,360	41,360
Subtotal Section D=					\$139,425.00
Section E, Pipeline					
E1	Furnish and install 6" pipeline	2400	l.f.	22.00	52,800
E2	Air release valve	2	Ea.	2640.00	5,280
E3	Blowoff	2	Ea.	880.00	1,760
E4	Interconnection at RV dump station	1	Ea.	3,520	3,520
E5	6-inch tee & valve assembly at station 110+25	1	Lump Sum	2,255	2,255
Subtotal Section E=					\$65,615.00

CONTRACTOR'S BID SHEET
(Sheet 3 of 3)

Following, the drilling contractor must list the drilling rig and support equipment capabilities along with a detailed experience description of the supervisor and support personnel who will be working this job.

Equipment

- Drill rig
make/model/year 1982 Midway 15M
- Rig pull-down and pull-back capacity Rotary table mud rigs
(pounds) Pulldown=25,000 lbs ~~Don't have any pullback~~
- Air compressor capacity
(psi/cfm) 750/200
- Mud-pump capacity/upward
velocity 550 GPM

Personnel

- Tool pusher name and years
experience Pat Gruenbacher 20 years

(SIGNED) Blake Hemmings Date 10/22/07

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

BID PROPOSAL AND CONTRACT
FOR THE
WOODWARD RESERVOIR WATER WELL
AND WATER FILTRATION SYSTEM

Approved by Stanislaus County Board of Supervisors: September 25, 2007
Bid Opening Time and Date: 2:30 PM, October 24, 2007

TABLE OF CONTENTS

SECTION	PAGE
Information for Bidders	II-1
Section 1: Date and Place for Opening Proposals	II-1
Section 2: Printed Form of Proposals	II-1
Section 3: Omissions and Discrepancies	II-1
Section 4: Acceptance or Rejection of Proposals	II-1
Section 5: Cash, Certified Check, Cashier's Check or Bidder's Bond	II-1
Section 6: Acceptance of Proposals and its Effect	II-2
Section 7: Time for Executing Contract and Damages for Failure to Execute	II-2
Section 8: Determination of Low Bidder	II-2
Section 9: Time for Beginning and Completing the Work	II-2
Section 10: Prices	II-2
Section 11: Interpretation of Addenda	II-3
Section 12: Right to Make Corrections	II-3
Section 13: Substitutions of Securities for Withheld Payments	II-3
Proposal	II-4
Bid Documents Required at Bid Opening	II-6
Insurance Requirements	II-7
Contractor's Bid Sheet	II-8
Addendum Sheet	II-11
Subcontractors List	II-12
Equal Employment Opportunity Certification	II-13
Public Contract Code	II-14
Noncollusion Affidavit	II-15
Non-Discrimination of the Handicapped	II-16
Debarment and Suspension Certification	II-17
W-9 Form	II-18
Proposal Signature Sheet	II-19
Bidder's Bond (Sample)	II-20
Construction Performance Bond	II-21
Construction Performance Bond Terms and Conditions	II-22
Construction Labor and Material Payment Bond	II-25
Construction Labor and Material Payment Bond Terms and Conditions	II-26
State Prevailing Wage Rates	II-29
Agreement	III-1

INFORMATION FOR BIDDERS

SECTION 1: DATE AND PLACE FOR OPENING PROPOSALS. Pursuant to the "Invitation to Bidders and Special Provisions", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders and Special Provisions", proposals will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

SECTION 2; PRINTED FORM OF PROPOSALS. All proposals must be made upon the blank proposal attached hereto, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "**Proposal for the Woodward Reservoir Water Well and Water Filtration System** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, California, 95354 **PRIOR TO 2:30 PM, October 17, 2007.** No bid may be withdrawn within 60 days after time of opening.

SECTION 3: OMISSIONS AND DISCREPANCIES. Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer who may send a written instruction to all bidders.

SECTION 4: ACCEPTANCE OR REJECTION OF PROPOSALS. The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board.

SECTION 5: CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND: All proposals shall be accompanied by cash, a certified check, certified to by a responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise

specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days.

SECTION 6: ACCEPTANCE OF PROPOSALS AND ITS EFFECT. Within 60 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph 1.07. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

SECTION 7: TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE. Any bidder whose proposal shall be accepted will be required to execute the contract within 15 days after the date that the contract documents are mailed to him by the Department. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the General Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

SECTION 8: DETERMINATION OF LOW BIDDER. Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

SECTION 9: TIME FOR BEGINNING AND COMPLETING THE WORK. The Contractor shall commence work as specified in Section 4 of the Invitation to Bidders and Special Provisions.

SECTION 10: PRICES. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

SECTION 11: INTERPRETATION OF ADDENDA. Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Public Works Special Projects Administration, 1010, 10th Street, Suite 3500, Modesto, California 95354.

SECTION 12: RIGHT TO MAKE CORRECTIONS. The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

SECTION 13: SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS. Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.1 of the "Agreement for Independent Contractor Services" without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

Woodward Reservoir Water Well and Water Filtration System

NAME OF BIDDER Calwater Drilling Co., Inc.

BUSINESS P.O. BOX 300 S. Kilroy Road

CITY, STATE, ZIP Turlock, CA 95380

BUSINESS STREET ADDRESS 300 S. Kilroy Road
(Please include even if P.O. Box used)

CITY, STATE, ZIP Turlock, CA 95380

TELEPHONE NO: AREA CODE () (209) 667-7932

FAX NO: AREA CODE () (209) 667-1030

CONTRACTOR LICENSE NO. 434218

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and specifications for the work to be done were adopted by the Board of Supervisors on **September 25, 2007**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PARKS AND RECREATION
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION
OF THE
WOODWARD RESERVOIR WATER WELL AND WATER FILTRATION SYSTEM**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the COUNTY OF STANISLAUS' Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the COUNTY OF STANISLAUS, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID DOCUMENTS REQUIRED AT BID OPENING

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractor List
- Equal Employment Opportunity Certification
- Public Contract Code
- Noncollusion Affidavit
- Non-Discrimination of the Handicapped
- Debarment and Suspension Certification
- Proposal Signature Sheet
- Bidder's Bond

It is recommended that the following document be submitted at bid opening.

W-9 Form

Note: The above forms and documents must be completed and submitted with your bid for your bid to be accepted as complete at the bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

**ADDENDUM SHEET
FOR
WOODWARD RESERVOIR WATER WELL AND WATER
FILTRATION SYSTEM**

ADDENDUM NO. 1 DATED 10/10/07 DATE RECEIVED 10/10/07 INITIALS B.H

ADDENDUM NO. 2 DATED 10/18/07 DATE RECEIVED 10/23/07 INITIALS B.H

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS B.H

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS B.H

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS B.H

CONTRACTOR Calwater Drilling Co., Inc.

ADDRESS 300 S. Kilroy Road
Turlock, CA 95380

PHONE (209) 667-7932 FAX (209) 667-1030

(SIGNED) Blake Henning Date: 10/23/07

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

CONTRACTOR'S BID SHEET
(Sheet 1 of 3)
WOODWARD RESERVOIR WATER WELL
AND WATER FILTRATION SYSTEM

NO.	DESCRIPTION	APPROX. QUANT.	UNIT	UNIT PRICE	TOTAL
Section A, Well Construction					
A1	Mobilization, demobilization to site of all necessary equipment and personnel. Well Permit	1	Lump Sum	33,850	33,850
A2	Drill 26-in borehole, install 20-in conductor casing.	20	l.f.	185.00	3,700
A3	Drill, log, and sample 18-inch borehole from 20 ft to approx. 300 ft depth	280	l.f.	110.00	30,800
A4	Furnish and install 12-in x 0.25 in. ASTM A53 casing (including welding collars)	160	l.f.	26.00	4,160
A5	Furnish & install 12-in x 0.25 in wire-wrapped screen, steel, including collars.	140	l.f.	66.36	9,290.40
A6	Furnish and install four -leaf centralizers at 40 ft intervals from 100 ft to total depth.	6	Ea.	150.00	900
A7	Furnish & install 1-in steel sounding tube. (140 ft blank, 160 ft perf.)	1	Lump Sum	3,000	3,000
A8	Furnish and install gravel pack from total depth to 100 ft	200	l.f.	15.00	3,000
A9	Furnish and install cement seal from top of gravel pack to ground surface,	100	l.f.	30.00	3,000
A10	Development by air-lift jetting	8	Hrs	250	2,000
A11	Dispersing Chemicals NW220 or similar non-phosphate	100	Lb	50.00	5,000
A12	Furnish, install, and remove 500 gpm test pump. (240 ft setting)	1	Lump Sum	6,000	6,000
A13	Final well development (est 14 hrs, including 6 hour step-drawdown test.)	14	Hrs	150	2,100
A14	48 hour constant discharge pump test.	48	Hrs.	150	7,200
Subtotal Section A=					\$114,000.40

CONTRACTOR'S BID SHEET
(Sheet 2 of 3)

NO.	DESCRIPTION	APPROX. QUANT.	UNIT	UNIT PRICE	TOTAL
Section B, Well Abandonment					
B1	Remove production pump and equipment from well-bore and tag bottom to ensure free of obstacles. Clean well-bore if obstacles found.	1	Lump Sum	5,500	5,500
B2	Install neat cement seal in well-bore from total depth to five feet below land surface where overflow cap will form.	200	l.f.	22.00	4,400
Subtotal Section B=					\$9,900
Section C, New Well Site 1					
C1	Furnish and Install Well Pump	1	Lump Sum	24,651	24,651
C2	Furnish and install hydropneumatic tank	1	Lump Sum	44,000	44,000
C3	Well 1 Electrical	1		94,792.50	94,792.50
C4	Well 1 connecting pipeline	230	l.f.	33.00	7,590
C5	Well 1 plumbing, fence and site work	1	Lump Sum	38,170	38,170
C6	Road construction: grading and placement of Class II AB	1	Lump Sum	7,150	7,150
Subtotal Section C=					\$216,353.50
Section D, Well Site 2					
D1	Remove existing well pump, fence, hydro- tank and foundation	1	Lump Sum	4,620	4,620
D2	Install new well pump	1	Lump Sum	25,795	25,795
D3	Electrical controls	1	Lump Sum	23,650	23,650
D4	Furnish and install hydropneumatic tank.	1	Lump Sum	44,000	44,000
D5	Well 2 plumbing, fence and site work.	1	Lump Sum	41,360	41,360
Subtotal Section D=					\$139,425.00
Section E, Pipeline					
E1	Furnish and install 6" pipeline	2400	l.f.	22.00	52,800
E2	Air release valve	2	Ea.	2640.00	5,280
E3	Blowoff	2	Ea.	880.00	1,760
E4	Interconnection at RV dump station	1	Ea.	3,520	3,520
E5	6-inch tee & valve assembly at station 110+25	1	Lump Sum	2,255	2,255
Subtotal Section E=					\$65,615.00

CONTRACTOR'S BID SHEET
(Sheet 3 of 3)

Following, the drilling contractor must list the drilling rig and support equipment capabilities along with a detailed experience description of the supervisor and support personnel who will be working this job.

Equipment

- Drill rig
make/model/year 1982 Midway 15M

- Rig pull-down and pull-back capacity Rotary table mud rigs
(pounds) Pull down = 25,000 lbs ~~Don't have any pullback~~

- Air compressor capacity
(psi/cfm) 750/200

- Mud-pump capacity/upward
velocity 550 GPM

Personnel

- Tool pusher name and years
experience Pat Gruenbacher 20 years

(SIGNED) Blake Hemming Date: 10/22/07

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	Amerine Systems	10866 Cleveland Oakdale, CA 96361	Pump installation well #1 & 2-Well Abandonment
2	JNC Fencing	1325 Conrad Way Modesto, CA 95358	Fencing
3	Don Pedro Pump	1930 S.Walnut Turlock, CA 95380	Test Pumping
4	DA Wood	601 Albers Road Modesto, CA	Pipeline site work
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED) Blake Hennings Date: 10/24/07
Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Calwater Drilling Co., Inc., proposed subcontractor Amerine Systems & DA Wood, DON PEDRO ^{FNC FERRING}, hereby certifies that he has _____, has not XX, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(SIGNED) _____

Blake Hemming

Date: 10/22/07

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

PUBLIC CONTRACT CODE
Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not ~~xxx~~ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X_____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) Blake Hemmings Date: 10/22/07

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(SIGNED) Blake Hemminger Date: 10/22/07

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

STANISLAUS COUNTY

NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Certification

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF THE HANDICAPPED

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

NAME OF BIDDER Calwater Drilling Co., Inc.

BUSINESS ADDRESS 300 S. Kilroy Road TEL. (209) 667-7932

CITY, STATE, ZIP CODE Turlock, CA 95380

BY Blake Hemming TITLE Sec / Treas
(Signature)

DATED 10/22/07

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(SIGNED) _____

Blake Hemmings

Date: *10/23/07*

Providing false information may result in criminal prosecution or administrative sanctions.

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.