

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

DEPT: Public Works *CPA*

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE January 29, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Contract to Richard Townsend Construction, Inc., of Oakdale, California, for the Pirrone Road Canal Crossing Project

STAFF RECOMMENDATIONS:

1. Award the contract in the amount of \$146,192.81 to Richard Townsend Construction, Inc., of Oakdale, California, for the construction of the Pirrone Road Canal Crossing Project.
2. Authorize the Director of Public Works to execute a contract with Richard Townsend Construction, Inc., for \$146,192.81 and to sign necessary documents.
3. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$180,812.81 (\$146,192.81 contract, \$10,000 construction quality assurance, \$10,000 material testing, and \$14,620 contract change orders and contingencies) will be satisfied with funds available from the Salida Planned Development funds. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-073

On motion of Supervisor Grover, Seconded by Supervisor O'Brien
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

4. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

The Pirrone Road Project is part of the original Salida Community Plan. The Salida Community Plan was approved in December 1988 and encompassed approximately 700 acres of land. The plan included a mix of land uses, including residential, commercial, industrial, and public lands for schools, neighborhood parks and storm drainage facilities.

Modesto Irrigation District (MID) requires that the canal construction be completed by March 15, 2008. Due to the canal construction timing limitations, the Pirrone Road Project was separated into two phases. Phase 1 is the Pirrone Road Improvement Project and Phase 2 is the Pirrone Road Canal Crossing Project.

The limits of the Pirrone Road Canal Crossing Project shall be 50 feet south of the M.I.D. lateral to 375 feet north.

The Pirrone Road Canal Crossing Project will consist of overlaying a segment of Pirrone Road with asphalt concrete, pavement and irrigation structure widening, and constructing concrete curb, gutter, and sidewalk.

A master Environmental Impact Review (E.I.R.) was completed in 1989 by the Planning and Community Development Department as required by the California Environmental Quality Act (CEQA).

The project is anticipated to begin construction in February 2008 and end March 2008.

On January 8, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Pirrone Road Canal Crossing Project and directed the Clerk to publish the notice inviting bids.

The Salida Municipal Advisory Council was notified by the Director of Public Works that the Pirrone Road Canal Crossing Project was going before the Board of Supervisors for adoption.

On January 23, 2008, nine sealed bids were received, publicly read and opened. A summary of the bids follows:

CONTRACTOR	BID
Richard Townsend	\$146,192.81
Fagundes & Sons	\$182,000.80
Granite Construction	\$183,006.00
Sierra Nevada	\$184,007.00
Teichert Construction	\$185,485.50
George Reed, Inc.	\$198,759.00
McFadden Construction	\$251,421.00
Donniker Construction	\$272,769.70
Clark Brothers Construction	\$274,590.00

The engineer's estimate for the budget of the project is \$215,000. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Richard Townsend Construction, Inc., of Oakdale, California, in the amount of \$146,192.81.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system. Furthermore, the Board should decide if it should authorize the Director of Public Works to issue change orders in accordance with Public Contract Code, Section 20142.

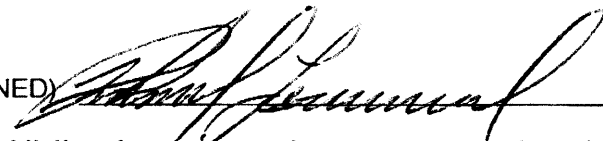
STAFFING IMPACT:

County staff will be used to oversee the construction of the project. No additional staff is needed at this time.

**CONTRACTOR'S BID SHEET
FOR
PIRRONE ROAD CANAL CROSSING**

NO.	ITEM	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	L.S.	20,000	20,000
2	WATER POLLUTION CONTROL	1	L.S.	1500	1500
3	TRAFFIC CONTROL	1	L.S.	3000	3000
4	CLEARING AND GRUBBING	1	L.S.	750	750
5	REMOVE AND DISPOSE OF EXIST. INLET STRUCTURE	1	L.S.	3500	3500
6	INLET STRUCTURE AND APPURTENANCES	1	L.S.	15,000	15,000
7	60" DIAMETER IRRIGATION PIPE	48	L.F.	200	9600
8	ASPHALT CONCRETE REMOVAL	2,582	S.F.	.59	1523.38
9 (F)	EARTHWORK	500	C.Y.	20	10000
10	AGGREGATE BASE (CLASS 2)	600	TON	27.50	16,500
11	ASPHALT CONCRETE (TYPE A)	600	TON	87.50	52,500
12 (F)	6" VERTICAL CURB AND GUTTER	78	L.F.	22.50	1755
13 (F)	SIDEWALK INSTALLATION	148	S.F.	6	888
14	COMMERCIAL DRIVEWAY	474	S.F.	7.50	3555
15	SAWCUT AND REMOVE ASPHALT CONCRETE	372	L.F.	1.60	595.20 595.20
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17	THERMOPLASTIC STRIPING (TYPE 12)	373	L.F.	.54	201.42
18	THERMOPLASTIC STRIPING (TYPE 22)	489	L.F.	1.55	757.95
19	THERMOPLASTIC STRIPING (TYPE 27B)	375	L.F.	1.04	390
20	THERMOPLASTIC STRIPING (TYPE 32)	373	L.F.	2.43	906.39
21	THERMOPLASTIC STRIPING (TYPE 38A)	841	L.F.	1.48	1244.68
22	THERMOPLASTIC PAVEMENT MARKINGS (ARROWS)	5	EA.	85.31	426.55
23	RETROREFLECTIVE PAVEMENT MARKERS	141	EA.	3.89	548.49
TOTAL					146,192.81

(F) DENOTES AS FINAL PAY QUANTITY

(SIGNED)  Date: 1/23/08

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.

**STANISLAUS COUNTY PUBLIC WORKS
ENGINEERING DIVISION
1716 MORGAN ROAD
MODESTO, CA 95358**

TRANSMITTAL

Date: February 21, 2008

To: Suzi Seibert, Assistant Clerk of the Board

Re: Attachments for the Item *C-3, January 29, 2008
Pirrone Road Canal Crossing Project

From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Attached for your file is the agreement with Richard Townsend Construction, Inc., along with all submitted bids for Item *C-3, January 29, 2008.

Have a good day!

AGREEMENT

THIS AGREEMENT, dated this 29th day of January, 2008, by and between RICHARD TOWNSEND CONSTRUCTION, INC., whose place of business is located at 4242 Londale Road, Oakdale, California ("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. 2008-073 adopted on the 29th day of January, 2008 awarded to Contractor the following Contract:

CONTRACT NUMBER 2008-01

PIRRONE ROAD CANAL CROSSING

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 **O'Dell Engineering** designed the Project and furnished the Plans and Specifications. **O'Dell Engineering** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Construction Services** 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 Thirty (30) 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 the County:

- 3.2.1 Two thousand five hundred dollars (\$2,500.00) for each 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 and Document 00700 (General Conditions) 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
- Special Provisions
- Addenda to Bid Documents
- 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 General Conditions and Section (References and Definitions) 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.

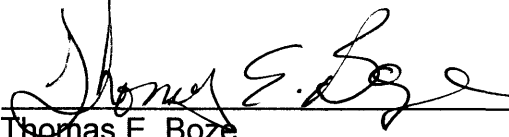
COUNTY OF STANISLAUS

RICHARD TOWNSEND CONSTRUCTION, INC.

By: 
Matthew Machado, Director
Department of Public Works

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: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)


COUNTY RESOLUTION NO. 2008-073

END OF DOCUMENT

**CONTRACTOR'S BID SHEET
FOR
PIRRONE ROAD CANAL CROSSING**

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				TOTAL	146,192.81

(F) DENOTES AS FINAL PAY QUANTITY

(SIGNED)  Date: 1/23/08

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.

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

PIRRONE ROAD CANAL CROSSING

NAME OF BIDDER: RICHARD TOWNSEND CONSTRUCTION, INC.

BUSINESS P.O. BOX: P.O. Box 1407

CITY, STATE, ZIP: OAKDALE, CA 95361

BUSINESS STREET ADDRESS: 4242 LONDALE RD
(Please include even if P.O. Box used)

CITY, STATE, ZIP: OAKDALE, CA 95361

TELEPHONE NO: (209) 847-8358
Area Code

FAX NO: (209) 847-8378
Area Code

CONTRACTOR LICENSE NO.: 680616

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 **January 8, 2008**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS INVITATION TO
BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION OF THE
PIRRONE ROAD CANAL CROSSING**

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.

INSURANCE REQUIREMENTS

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance.

Insurance Requirements:

- General Liability Insurance, \$1,000,000 per occurrence.
- Automobile Liability Insurance, \$1,000,000 per accident.
- Workers' Compensation Insurance as required by the Labor Code of the State of California.
- Insurance to be placed with California admitted insurers (licensed to do business in California) with a Best's rating of no less than A:VII.
- Any deductibles, self-insured retentions or named insureds must be declared.

**CONTRACTOR'S BID SHEET
FOR
PIRRONE ROAD CANAL CROSSING**

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(SIGNED)



Date:

1/23/08

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.

**ADDENDUM SHEET
FOR
PIRRONE ROAD CANAL CROSSING**

ADDENDUM NO. 1 DATED 1/18/08 DATE RECEIVED 1/21/08 INITIALS JF

ADDENDUM NO. DATED DATE RECEIVED INITIALS

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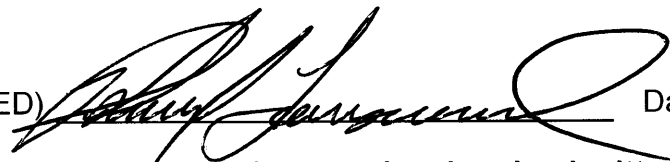
ADDENDUM NO. DATED DATE RECEIVED INITIALS

CONTRACTOR RICHARD TOWNSEND CONSTRUCTION

ADDRESS P.O. Box 1401

OAKDALE, CA 95361

PHONE (209) 847-8358 FAX (209) 847-8378

(SIGNED)  Date: 1/23/08

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



DEPARTMENT OF PUBLIC WORKS

Matt Machado
Director

1716 Morgan Road
Modesto, CA 95358

ADDENDUM NO. 1
TO PLANS AND SPECIFICATIONS FOR
PIRRONE ROAD CANAL CROSSING
IN
STANISLAUS COUNTY

MATT MACHADO, DIRECTOR

By:  _____

Date: January 18, 2008

Opening Bids: January 23, 2008, 2:00 P.M.

PIRRONE ROAD CANAL CROSSING
ADDENDUM NO. 1
Page 1 of 3

ADMINISTRATION/FAX: (209) 525-6507 * TRANSIT //FAX: (209) 525-4332 * GIS/IT/Fax (209) 525-6525
ENGINEERING/FAX: (209) 525-4183, * ROAD MAINTENANCE/FAX: (209) 525-4140

STRIVING TO BE THE BEST COUNTY IN AMERICA

**ADDENDUM NO. 1
FOR THE PIRRONE ROAD CANAL CROSSING
FOR BIDS DUE JANUARY 23, 2008, 2:00 P.M.
DATE: January 18, 2008**

TO ALL BIDDERS

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE PLANS, SPECIAL PROVISIONS AND BID DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE BIDS SUBMITTED FOR THE WORK. BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

1. Project Plans Sheet 2 of 6: Delete the following notes:

GENERAL NOTES

- "7. The Contractor shall be responsible for adequately marking the installed location of all sanitary and water services (stamped with an "S" and "W" respectively). At the time of installation contractor shall remove all existing berms, structures and barricades, paving and or oil screenings within specific areas indicated to be improved."
- "19. All service laterals shall be constructed per the local applicable agencies standard plans and specifications."
- "21. All water lines shall be tested and disinfected in compliance with the requirements of City of Modesto Department of Public Works Standard Plans and Specifications, prior to final acceptance."
- "33. All terminated streets without cul-de-sacs shall have a street barricade, Stanislaus County Dwg. 2-A1 through 2-B. Contractor shall be responsible for all proper signing necessary to provide advance warning of the termination streets."

DEMOLITION NOTES

- "1. All wells, septic tanks and leech lines located during the course of construction shall be removed in accordance with the requirements of Stanislaus County Health Department and applicable groundwater protection ordinances. This work shall be included as part of the demolition cost. A permit for well destruction shall be obtained from the Stanislaus County Health Department."

ADDENDUM NO. 1
FOR THE PIRRONE ROAD CANAL CROSSING
FOR BIDS DUE JANUARY 23, 2008, 2:00 P.M.
DATE: January 18, 2008

2. Project Plans Sheet 2 of 6: Add the following notes to typical sections:

“Shoulders shall be graded to within 1 feet of the county right-of-way with a maximum slope of 4:1.”

“0.4’ Asphalt Concrete section of widening portion shall be constructed in three lifts (including 2 lifts overlay).”

3. Project Plans Sheet 3 of 6: Delete the following notes located at the bottom center of this sheet (no asphalt concrete grinding work involved):

“Grind 0.3’ and overlay 0.2’ to provide smooth transition as directed by Stanislaus County engineer”

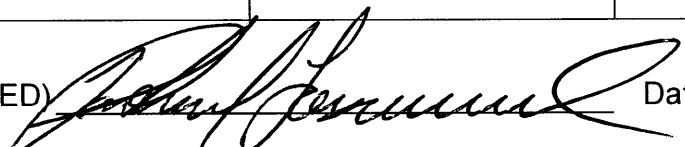
“Grind & Overlay 0.2’ minimum to provide smooth transition as directed by Stanislaus County engineer”

4. Project Plans Sheet 3 of 6: Existing barricade shown on “Detail A” shall be removed and disposed of outside the County right-of-way.
5. Project Plans Sheet 4 of 6: Additional Type 1 Arrow shall be added at Station 48+50 on the northbound traffic lane.

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	W.C. MALONEY, INC	4020 Newton Rd. Stockton, CA. 95205	ASPHALT SAWCUTTING
2	CATHCART FINELINE STRIPING	3900 PELANDALE AVE #420-390 MADISON, CA. 95356	STRIPING
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

(SIGNED)  Date: 1/23/08

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

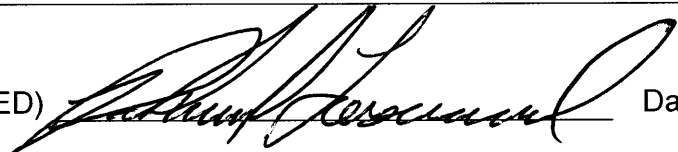
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder RICHARD TOWNSEND CONSTRUCTION, INC., proposed subcontractor _____, hereby certifies that he has _____, has not , 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)  Date: 1/23/08

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 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:

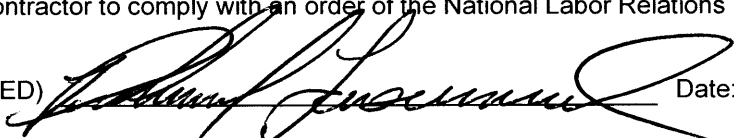
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

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)  Date: 1/23/08


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)  Date: 1/23/08

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: RICHARD TOWNSEND CONSTRUCTION, INC.

BUSINESS ADDRESS: P.O. Box 1407 TEL. (209) 847-8358

CITY, STATE, ZIP CODE: OAKDALE, CA. 95361

BY: [Signature] (Signature) TITLE: PRESIDENT / OWNER

DATED: 1/23/08

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)



Date:

1/23/08

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.

PROPOSAL SIGNATURE SHEET

ACCOMPANING THIS PROPOSAL IS Bidder's Bond (CASH, CASHIER'S CHECK, CERTIFIED CHECK, OR BIDDER'S BOND, AS THE CASE MAY BE) IN AMOUNT EQUAL TO AT LEAST TEN PERCENT OF THE TOTAL OF THE BID.

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

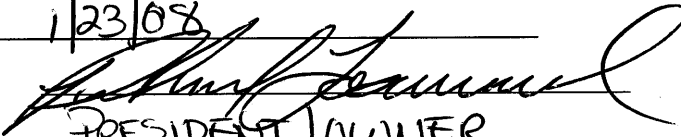
LICENSED IN CONFORMANCE WITH AN ACT PROVIDING FOR THE REGISTRATION OF CONTRACTORS,

License No.: 680616 Classification(s): "A"
Expiration Date: 10/31/09

ADDENDA - THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S # 1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 1/23/08

PRESIDENT / OWNER
Signature and Title of Bidder

Business Address: P.O. 1407 OAKDALE, CA. 95361
Place of Business: 4242 LONDALE RD. OAKDALE, CA. 95361
Place of Residence: 4242 LONDALE RD. OAKDALE, CA. 95361

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