

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

DEPT: Public Works *AKA*

BOARD AGENDA # \*C-4

Urgent  Routine

AGENDA DATE March 4, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Contract to Sierra Nevada Construction, Inc, of Sparks, Nevada for the Traffic Congestion Relief Project "A" Albers Road at Milnes Road Intersection Improvements

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$995,007 to Sierra Nevada Construction, Inc, of Sparks, Nevada, for the construction of the Traffic Congestion Relief Project "A" Albers Road at Milnes Road Intersection Improvements.
2. Authorize the Director of Public Works to execute a contract with Sierra Nevada Construction, Inc., for \$995,007 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$1,154,507 (\$995,007 contract, \$40,000 construction quality assurance, \$20,000 material testing, \$99,500 contract change orders and contingencies will be satisfied 100% from funds available from Regional Transportation Impact Fee (RTIF) funds.. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-147

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) 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 a Contract to Sierra Nevada Construction, Inc, of Sparks, Nevada for the Traffic Congestion Relief Project "A" Albers Road at Milnes Road Intersection Improvements

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4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Department Traffic Congestion Relief Program. The Traffic Congestion Relief Program provides for the installation of traffic signals, left turn lanes and other related improvements on selected roadways throughout the County, including the improvements to the Albers Road at Milnes Road intersection.

In May 2004, the Board of Supervisors awarded a contract to Quincy Engineering, Inc. for environmental and engineering services for the Traffic Congestion Relief Project "A". This project consists of intersection improvements at four intersections along Albers Road and Geer Road. The four intersections are Geer Road at Service Road, Geer Road at Fox Road, Albers Road at Dusty Lane, and Albers Road at Milnes Road.

On December 14, 2004, the Board of Supervisors approved the Initial Study/Mitigated Negative Declaration for the Stanislaus County Traffic Congestion Relief Project "A".

Construction has been completed at the intersections of Geer Road and Fox Road, Geer Road and Service Road, and Albers Road at Dusty Lane.

This project consists of the installation of traffic signals at the intersection of Albers Road and Milnes Road. The proposed new traffic signal and additional through lanes and turn lanes will improve traffic safety and enhance the flow of traffic through the intersection. Installation of safety lighting and shoulder widening will also be completed.

The project is anticipated to begin construction in April 2008 and end in June 2008.

On December 18, 2007, the Board of Supervisors approved and adopted the plans and specifications for the Traffic Congestion Relief Project "A" Albers Road at Milnes Road Intersection Improvements and directed the Clerk to publish the notice inviting bids.

On January 20, 2008, ten sealed bids were received, publicly read and opened. A summary of the bids follows:

Approval to Award a Contract to Sierra Nevada Construction, Inc, of Sparks, Nevada for the Traffic Congestion Relief Project "A" Albers Road at Milnes Road Intersection Improvements  
Page 3

Sierra Nevada Construction, Inc.	\$995,007.00
Top Grade Construction	\$997,000.00
George Reed	\$1,028,763.00
Teichert Construction	\$1,075,618.00
Ross Carrol	\$1,086,300.00
Da Silva Gates	\$1,127,855.00
Granite	\$1,147,418.00
Cruco Construction	\$1,154,642.25
On Grade Contracting	\$1,249,297.00
The Beebe Corporation	\$1,314,595.50

The engineer's estimate for the budget of the project is \$ 2,290,522.30. The apparent reason for the high engineer's estimate is that construction prices were on the rise in early 2007. As the construction market began to fall, construction prices have also fallen. Contractors are more competitive with their bids as demonstrated by the number of bids received for the project. We received 10 bids as opposed to 3 to 4 bids in the past. As is shown above, the difference between the high bid and the low bid is only 25% in ten bids. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Sierra Nevada Construction, Inc, of Sparks, Nevada, in the amount of \$995,007.

**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:**

Staff will provide construction inspection services; however, this can be done within our current allocated positions. No additional staff is needed at this time.

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	Transfer budget to Albers Rd at Milnes Rd project
Period	JUL-07 to JUN-08
Organization	Stanislaus Budget Org
	BO#

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	1102	40310	63280	9701	0	0	0	1,154,507.00				
2	1102	40310	63280	0	0	0	0		1,154,507.00			
3	1102	40310	46615	0	0	0	0	1,154,507.00				
4	1102	40310	46615	9701	0	0	0		1,154,507.00			
5								0				
6								0				
7								0				
8								0				
9								0				
10								0				
11								0				
12								0				
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14								0				
15								0				
16								0				
17								0				
18								0				
19								0				
20								0				
21								0				
22								0				
23								0				
24								0				
25								0				
<b>Totals</b>								<b>2,309,014.00</b>	<b>2,309,014.00</b>			

Transfer budget to Albers Rd at Milnes Rd project

<b>Requesting Department</b>		<b>CEO</b>		<b>Auditors Office Only</b>			
Sharon Andrews							
Signature		Signature		Prepared By	Admin Approval (\$75K+)		
2/25/08		2/26/08			2/26/08		
Date		Date		Date	Date		

Contact Person & Phone Number
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**AUDITOR-CONTROLLER  
STANDARD JOURNAL VOUCHER**



**BATCH SCREEN**

Batch PW  
 Period Feb-08  
 Description \_\_\_\_\_

**JOURNAL SCREEN**

Journal PW SKA JV  
 Category Correction  
 Balance Type A A = Actual or E = Encumbrance  
 Description Transfer funds from RTIF to Project Account Albers Rd at Milnes Rd,  
 Control Total 1,154,507.00

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	6400	64100	85850	0	0	0	0.0	1,154,507.00		
2	1102	40310	46615	9701	0	0	0.0		1,154,507.00	
3							0			
4							0			
5							0			
6							0			
7							0			
8							0			
9							0			
10							0			
11							0			
12							0			
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18							0			
19							0			
20							0			
21							0			
22							0			
23							0			
24							0			
25							0			
26							0			
27							0			
<b>Totals</b>								<b>1,154,507.00</b>	<b>1,154,507.00</b>	

Explanation: Transfer funds from RTIF to Project Account Albers Rd at Milnes Rd,

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
<u>2/25/08</u>	<u>2/25/08</u>	<u>2/26/08</u>	<u>2/26/08</u>
Date	Date	Date	Date

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

2008 MAR 27 A 11: 25  
BOARD OF SUPERVISORS

**TRANSMITTAL**

**Date:** March 26, 2008

**To:** Suzi Seibert, Assistant Clerk of the Board

**Re:** Attachments for Item \*C-4, March 4, 2008  
Traffic Congestion Relief Project "A" Albers Road at Milnes Road

**From:** Sharon Rivera, Morgan Road  
209-525-4185

Hi Suzi:

Attached for your file is the agreement with Sierra Nevada Construction, Inc., along with all submitted bids for Item \*C-4, March 4, 2008

Have a good day!

## AGREEMENT

THIS AGREEMENT, dated this **4th** day of **March, 2008**, by and between **Sierra Nevada Construction, Inc.** whose place of business is located at **2055 East Greg Street, Sparks, Nevada** ("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. 2008-147 adopted on the **4th** day of **March, 2008** awarded to Contractor the following Contract:

### CONTRACT NUMBER 2007-10

#### **Traffic Congestion Relief Project "A"** **Albers Road at Milnes Road Intersection Improvement Project**

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 **Quincy Engineering** designed the Project and furnished the Plans and Specifications. **Quincy Engineering** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Construction Administration** 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 50 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 Thousand Nine Hundred Sixty dollars (\$5,960.00) 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
- Special Provisions
- 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.

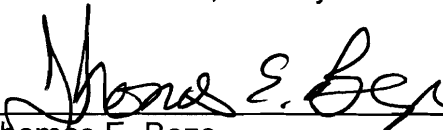
COUNTY OF STANISLAUS

SIERRA NEVADA CONSTRUCTION, INC.

By:   
Matt Machado  
Director of Public Works

By:   
Bryan Holt  
CFO/Treasurer

APPROVED AS TO FORM  
Michael H. Krausnick, County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel


COUNTY RESOLUTION NO. 2008-147

END OF DOCUMENT

**REVISED  
CONTRACTOR'S BID SHEET  
FOR  
TRAFFIC CONGESTION RELIEF PROJECT "A"  
ALBERS ROAD AT MILNES ROAD INTERSECTION  
IMPROVEMENTS**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	ENVIRONMENTAL MITIGATION	1	LUMP SUM (LS)	500. <sup>00</sup>	500. <sup>00</sup>
2	WATER POLLUTION CONTROL	1	LS	10,000. <sup>00</sup>	10,000. <sup>00</sup>
3	TRAFFIC CONTROL SYSTEM	1	EACH (EA)	25,000. <sup>00</sup>	25,000. <sup>00</sup>
4	CONSTRUCTION AREA SIGNS	1	LS	2,000. <sup>00</sup>	2,000. <sup>00</sup>
5	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	2,000. <sup>00</sup>	8,000. <sup>00</sup>
6	ABANDON CULVERT	90	LINEAL FEET (LF)	5. <sup>00</sup>	450. <sup>00</sup>
7	REMOVE ROADSIDE SIGN	4	EA	85. <sup>00</sup>	340. <sup>00</sup>
8	RESET MAILBOX	3	EA	150. <sup>00</sup>	450. <sup>00</sup>
9	COLD PLANE ASPHALT CONCRETE PAVEMENT	1710	SQUARE FEET (SF)	2. <sup>00</sup>	3,420. <sup>00</sup>
10	CLEARING AND GRUBBING	1	LS	10,000. <sup>00</sup>	10,000. <sup>00</sup>
11	ROADWAY EXCAVATION (FINAL)	3090	CUBIC YARDS (CY)	27. <sup>00</sup>	83,430. <sup>00</sup>
12	SAND BACKFILL	5	CY	35. <sup>00</sup>	175. <sup>00</sup>
13	IMPORTED BORROW (FINAL)	500	CY	18. <sup>00</sup>	9,000. <sup>00</sup>
14	4" PLASTIC PIPE (PR 135) (SUPPLY LINE)	9	LF	19. <sup>00</sup>	171. <sup>00</sup>
15	CLASS 2 AGGREGATE BASE	4,600	TON	25. <sup>00</sup>	115,000. <sup>00</sup>
16	ASPHALT CONCRETE (TYPE A)	5670	TON	67. <sup>00</sup>	379,890. <sup>00</sup>
17	ROADSIDE SIGN	10	EA	240. <sup>00</sup>	2,400. <sup>00</sup>

18	24" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	124	LF	110. <sup>00</sup>	13,640. <sup>00</sup>
19	30" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	142	LF	145. <sup>00</sup>	20,590. <sup>00</sup>
20	12" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	16	LF	37. <sup>00</sup>	592. <sup>00</sup>
21	10" CORRUGATED STEEL PIPE	18	LF	25. <sup>00</sup>	450. <sup>00</sup>
22	24" CONCRETE FLARED END SECTION	2	EA	900. <sup>00</sup>	1,800. <sup>00</sup>
23	30" CONCRETE FLARED END SECTION	2	EA	1,100. <sup>00</sup>	2,200. <sup>00</sup>
24	MINOR CONCRETE (CURB AND HEADWALL) (FINAL)	15	CY	600. <sup>00</sup>	9,000. <sup>00</sup>
25	FENCE (TYPE BW, METAL POST)	1,587	LF	8. <sup>00</sup>	12,696. <sup>00</sup>
26	RELOCATED WELDED METAL FENCE	1	LS	5,000. <sup>00</sup>	5,000. <sup>00</sup>
27	DELINEATOR (CLASS 1)	5	EA	30. <sup>00</sup>	150. <sup>00</sup>
28	THERMOPLASTIC PAVEMENT MARKING	1,302	SF	3. <sup>00</sup>	3,906. <sup>00</sup>
29	THERMOPLASTIC TRAFFIC STRIPE	14,500	LF	0. <sup>00</sup>	8,700. <sup>00</sup>
30	PAVEMENT MARKER (RETROREFLECTIVE)	410	EA	3. <sup>00</sup>	1,230. <sup>00</sup>
31	SIGNAL AND LIGHTING	1	LS	<del>280,000.<sup>00</sup></del> 230,000. <sup>00</sup>	230,000
32	MOBILIZATION	1	LS	34,827. <sup>00</sup>	34,827. <sup>00</sup>
				TOTAL	995,007. <sup>00</sup>

(SIGNED) 

Date: 1/24/2008

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.

↑ Total



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado**  
Director

1776 Morgan Road  
Merced, CA 95338

**ADDENDUM NO. 1**

**TO PLANS AND SPECIFICATIONS FOR**

**Traffic Congestion Relief Project "A"**  
**Albers Road at Milnes Road Intersection Improvements**  
**IN**

**STANISLAUS COUNTY**

**MATT MACHADO, DIRECTOR**

By: \_\_\_\_\_

**Date:** January 24, 2008

**Opening Bids:** January 30, 2008 at 2:00 P.M.

**Traffic Congestion Relief Project "A"**  
**Albers Road at Milnes Road Intersection Improvements**  
**ADDENDUM NO. 1**

**Page 1 of 4**

**ADDENDUM NO. 1  
FOR THE TRAFFIC CONGESTION RELIEF PROJECT "A"  
ALBERS ROAD AT MILNES ROAD INTERSECTION IMPROVEMENTS  
FOR BIDS DUE JANUARY 30, 2008 AT 2:00 P.M.  
DATE: JANUARY 25, 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. Bid Proposal and Contract, Contractor's Bid Sheet, pages 11-9 and 11-10, delete these pages and insert the attached Revised Contractor's Bid Sheet, pages 11-9 and 11-10.
2. Construction Details, page V-24, Section 14: Existing Highway Facilities, after the last paragraph, add the following:

"Contractor shall relocate the existing welded metal fence from its existing locations to the new right-of-Way line from station 113+74.5 rt. to Station 114+37.2 rt. The relocated welded metal fence shall have footing with a minimum depth of 3 feet.

Measurement and Payment:

Full Compensation for relocating existing welded metal fence shall be considered as included in the lump sum contract price for Relocated Welded Metal Fence, and no additional compensation will be allowed therefore."
3. Construction Details, page V-27, Section 22: Earthwork, Measurement and Payment, third paragraph, delete the numbers "5-1.015" and insert the numbers "9-1.015".
4. Construction Details, page V-29, Section 22: Earthwork, After first full paragraph, add the following paragraph:

"The quantity of imported borrow shall be considered a final pay quantity as per Section 9-1.015 of the Standard Specifications."
5. Construction Details, page V-29, Section 24: Aggregate Base, Measurement and Payment, delete the last paragraph.
6. Construction Details, page V-33, Section 28: Thermoplastic Traffic Strip and Pavement Marking, Measurement and Payment, add the following:

"Thermoplastic Traffic Striping will be measured per the lineal feet as painted on the pavement."
7. Construction Details, page V-36, Section 31: Traffic Signal and Lighting, first paragraph, delete the entire paragraph, and insert the following:

"The Contractor shall deliver to the Engineer certification from the supplier of the controller that the controller has been bench tested for a period of fourteen (14) calendar days with no component failure prior to shipment."
8. Construction Details, page V-70, Section 45: Miscellaneous Concrete Construction, delete the first paragraph and insert the following:



**ADDENDUM NO. 1  
FOR THE TRAFFIC CONGESTION RELIEF PROJECT "A"  
ALBERS ROAD AT MILNES ROAD INTERSECTION IMPROVEMENTS  
FOR BIDS DUE JANUARY 30, 2008 AT 2:00 P.M.  
DATE: JANUARY 25, 2008**

"Minor concrete (Curb and Headwall) shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks" and Section 51, "Concrete Structures," of the Standard Specifications and these Construction Details

9. Drawings, Sheet 4 of 15, Station 113+74.5 rt., delete the words "Type BW", and insert the words "Relocated Welded Metal Fence".
10. Drawings, Sheet 15 of 34, Drainage System No. 2, delete the Flared End Sections, and replace with Concrete Head Wall per State of California, Standard Detail D86B.
11. Drawings, Sheet 24 of 34, Station 116+31, northbound lane, add "Signal Ahead" pavement marking; Sheet 26 of 34, southbound lane, add "Signal Ahead" pavement marking; Sheet 28 of 34, eastbound lane, add "Signal Ahead" pavement marking; Sheet 29 of 34, westbound lane, add "Signal Ahead" pavement marking.

Questions from Bidders:

Is the County releasing CAD files for this project to bidders? If so, how would I acquire them?

The County does not have access to the CAD files for this project and they are not available to the bidders.

Utility "U" sheets show overhead electric being installed along and crossing Albers Road. Is this being installed by others (MID) or is cost for this to be included in this bid? There is not a bid item for this work in the bid schedule, nor is there a description of such in the specifications. Please advise if this work is to be incorporated into this bid, and into which item number it should be added, or if this work is being completed by MID under separate contract.

The work shown on Utility "U" sheets is being done by the respective utility companies. Stanislaus County has notified these utility companies to relocate their respective facilities prior to April 14, 2008. This work is not to be incorporated into your bid.

The quantity for the Class 2 Aggregate Base on the bid schedule of 1,416 TON is significantly below the estimated quantity required per the drawings and is in conflict with the quantity shown on sheet Q-1 of 2,163 CY. Per specification section 23: AGGREGATE BASE, "The quantity of aggregate base shall be considered a final pay quantity as per Section 5-1.015 of the Standard Specifications." We believe that your bid schedule should be reviewed and revised. Also, we reviewed the Stanislaus County 2007 Standard Specifications as well as the 2006 State of California Standard Specifications and could not find Section 5-1.015. Please clarify this section.

The quantity for Class 2 Aggregate Base has been revised and is reflected on the attached revised Contractor's Bid Sheets.

Please see Item No. 3 above for clarification of Section 5-1.015.

We cannot find the scope of work for Bid Item No. 1, "Environmental Mitigation". Please provide some information as to what is included in this item.

**ADDENDUM NO. 1**  
**FOR THE TRAFFIC CONGESTION RELIEF PROJECT "A"**  
**ALBERS ROAD AT MILNES ROAD INTERSECTION IMPROVEMENTS**  
**FOR BIDS DUE JANUARY 30, 2008 AT 2:00 P.M.**  
**DATE: JANUARY 25, 2008**

Please see Section 33: Environmental Mitigation on page V-56.


I have a question regarding the cross section of Albers Road on Sheet 2 of the plans. It doesn't give a dimension for the sawcut line that goes into the existing edge of pavement. Can you please provide that information?

The sawcut line shall be a minimum of 1 foot from the edge of pavement.

**REVISED  
CONTRACTOR'S BID SHEET  
FOR  
TRAFFIC CONGESTION RELIEF PROJECT "A"  
ALBERS ROAD AT MILNES ROAD INTERSECTION  
IMPROVEMENTS**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	ENVIRONMENTAL MITIGATION	1	LUMP SUM (LS)		
2	WATER POLLUTION CONTROL	1	LS		
3	TRAFFIC CONTROL SYSTEM	1	EACH (EA)		
4	CONSTRUCTION AREA SIGNS	1	LS		
5	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA		
6	ABANDON CULVERT	90	LINEAL FEET (LF)		
7	REMOVE ROADSIDE SIGN	4	EA		
8	RESET MAILBOX	3	EA		
9	COLD PLANE ASPHALT CONCRETE PAVEMENT	1710	SQUARE FEET (SF)		
10	CLEARING AND GRUBBING	1	LS		
11	ROADWAY EXCAVATION (FINAL)	3090	CUBIC YARDS (CY)		
12	SAND BACKFILL	5	CY		
13	IMPORTED BORROW (FINAL)	500	CY		
14	4" PLASTIC PIPE (PR 135) (SUPPLY LINE)	9	LF		
15	CLASS 2 AGGREGATE BASE	4,600	TON		
16	ASPHALT CONCRETE (TYPE A)	5670	TON		
17	ROADSIDE SIGN	10	EA		

18	24" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	124	LF		
19	30" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	142	LF		
20	12" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	16	LF		
21	10" CORRUGATED STEEL PIPE	18	LF		
22	24" CONCRETE FLARED END SECTION	2	EA		
23	30" CONCRETE FLARED END SECTION	2	EA		
24	MINOR CONCRETE (CURB AND HEADWALL) (FINAL)	15	CY		
25	FENCE (TYPE BW, METAL POST)	1,587	LF		
26	RELOCATED WELDED METAL FENCE	1	LS		
27	DELINEATOR (CLASS 1)	5	EA		
28	THERMOPLASTIC PAVEMENT MARKING	1,302	SF		
29	THERMOPLASTIC TRAFFIC STRIPE	14,500	LF		
30	PAVEMENT MARKER (RETROREFLECTIVE)	410	EA		
31	SIGNAL AND LIGHTING	1	LS		
32	MOBILIZATION	1	LS		
				TOTAL	

(SIGNED) 

Date: 1/24/2008

**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**

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**BID PROPOSAL AND CONTRACT**

**FOR THE**

**TRAFFIC CONGESTION RELIEF PROJECT "A"**  
**ALBERS ROAD AT MILNES ROAD INTERSECTION**  
**IMPROVEMENTS**

**Approved by Stanislaus County Board of Supervisors: December 18, 2006**  
**Bid Opening Time and Date: January 30, 2008**

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## 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 Traffic Congestion Relief Project "A", Albers Road and Milnes Road Intersection Improvement Project** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, California, 95354 **PRIOR TO 2:00 P.M., January 30, 2008.** 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 of Public Works. 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 Engineering, 1716 Morgan Road, Modesto, California 95358.

**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**

**Traffic Congestion Relief Project "A"  
Albers Road and Milnes Road Intersection Improvements**

NAME OF BIDDER Sierra Nevada Construction, Inc.  
BUSINESS P.O. BOX PO Box 50760  
CITY, STATE, ZIP Sparks, NV 89435  
BUSINESS STREET ADDRESS 2055 E. Greg Street  
(Please include even if P.O. Box used)  
CITY, STATE, ZIP Sparks, NV 89431  
TELEPHONE NO: AREA CODE ( ) 775-355-0420  
FAX NO: AREA CODE ( ) 775-355-0535  
CONTRACTOR LICENSE NO. 593393

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 July, 2002, the Standard Specifications, dated July, 2002, 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 **December 18, 2007**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS  
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION  
OF THE  
TRAFFIC CONGESTION RELIEF PROJECT "A"  
ALBERS ROAD AT MILNES ROAD INTERSECTION IMPROVEMENTS**

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.

**REVISED  
CONTRACTOR'S BID SHEET  
FOR  
TRAFFIC CONGESTION RELIEF PROJECT "A"  
ALBERS ROAD AT MILNES ROAD INTERSECTION  
IMPROVEMENTS**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	ENVIRONMENTAL MITIGATION	1	LUMP SUM (LS)	500. <sup>00</sup>	500. <sup>00</sup>
2	WATER POLLUTION CONTROL	1	LS	10,000. <sup>00</sup>	10,000. <sup>00</sup>
3	TRAFFIC CONTROL SYSTEM	1	EACH (EA)	25,000. <sup>00</sup>	25,000. <sup>00</sup>
4	CONSTRUCTION AREA SIGNS	1	LS	2,000. <sup>00</sup>	2,000. <sup>00</sup>
5	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	2,000. <sup>00</sup>	8,000. <sup>00</sup>
6	ABANDON CULVERT	90	LINEAL FEET (LF)	5. <sup>00</sup>	450. <sup>00</sup>
7	REMOVE ROADSIDE SIGN	4	EA	85. <sup>00</sup>	340. <sup>00</sup>
8	RESET MAILBOX	3	EA	150. <sup>00</sup>	450. <sup>00</sup>
9	COLD PLANE ASPHALT CONCRETE PAVEMENT	1710	SQUARE FEET (SF)	2. <sup>00</sup>	3,420. <sup>00</sup>
10	CLEARING AND GRUBBING	1	LS	10,000. <sup>00</sup>	10,000. <sup>00</sup>
11	ROADWAY EXCAVATION (FINAL)	3090	CUBIC YARDS (CY)	27. <sup>00</sup>	83,430. <sup>00</sup>
12	SAND BACKFILL	5	CY	35. <sup>00</sup>	175. <sup>00</sup>
13	IMPORTED BORROW (FINAL)	500	CY	18. <sup>00</sup>	9,000. <sup>00</sup>
14	4" PLASTIC PIPE (PR 135) (SUPPLY LINE)	9	LF	19. <sup>00</sup>	171. <sup>00</sup>
15	CLASS 2 AGGREGATE BASE	4,600	TON	25. <sup>00</sup>	115,000. <sup>00</sup>
16	ASPHALT CONCRETE (TYPE A)	5670	TON	67. <sup>00</sup>	379,890. <sup>00</sup>
17	ROADSIDE SIGN	10	EA	240. <sup>00</sup>	2,400. <sup>00</sup>

18	24" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	124	LF	110. <sup>00</sup>	13,640. <sup>00</sup>
19	30" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	142	LF	145. <sup>00</sup>	20,590. <sup>00</sup>
20	12" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	16	LF	37. <sup>00</sup>	592. <sup>00</sup>
21	10" CORRUGATED STEEL PIPE	18	LF	25. <sup>00</sup>	450. <sup>00</sup>
22	24" CONCRETE FLARED END SECTION	2	EA	900. <sup>00</sup>	1,800. <sup>00</sup>
23	30" CONCRETE FLARED END SECTION	2	EA	1,100. <sup>00</sup>	2,200. <sup>00</sup>
24	MINOR CONCRETE (CURB AND HEADWALL) (FINAL)	15	CY	600. <sup>00</sup>	9,000. <sup>00</sup>
25	FENCE (TYPE BW, METAL POST)	1,587	LF	8. <sup>00</sup>	12,696. <sup>00</sup>
26	RELOCATED WELDED METAL FENCE	1	LS	5,000. <sup>00</sup>	5,000. <sup>00</sup>
27	DELINEATOR (CLASS 1)	5	EA	30. <sup>00</sup>	150. <sup>00</sup>
28	THERMOPLASTIC PAVEMENT MARKING	1,302	SF	3. <sup>00</sup>	3,906. <sup>00</sup>
29	THERMOPLASTIC TRAFFIC STRIPE	14,500	LF	0. <sup>60</sup>	8,700. <sup>00</sup>
30	PAVEMENT MARKER (RETROREFLECTIVE)	410	EA	3. <sup>00</sup>	1,230. <sup>00</sup>
31	SIGNAL AND LIGHTING	1	LS	<del>230,000.<sup>00</sup></del> 230,000. <sup>00</sup>	230,000
32	MOBILIZATION	1	LS	34,827. <sup>00</sup>	34,827. <sup>00</sup>
				TOTAL	995,007. <sup>00</sup>

(SIGNED)



Date:

1/24/2008

**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  
TRAFFIC CONGESTION RELIEF PROJECT "A"  
ALBERS ROAD AT MILNES ROAD INTERSECTION  
IMPROVEMENT PROJECT**

ADDENDUM NO. 1 DATED 1/24/08 DATE RECEIVED 1/25/08 INITIALS g

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_ INITIALS \_\_\_\_\_

CONTRACTOR Sierra Nevada Construction, Inc.

ADDRESS PO Box 50760

Sparks, NV 89435

PHONE (775) 355-0420 FAX (775) 355-0535

SIGNED) [Signature] Date: 1/30/2008

**Note: This sheet must be completed and submitted with your bid for your 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	D.A. Wood Construction	Empire, CA	Underground Utilities
2	Chrisp Company	Fremont, CA	Striping/Signage
3	Nitta Erosion Control (Nitta, Inc.)	Loomis, CA	Erosion Control
4			
5	Richter Fence	Ripon, CA	Fence
6	Collins Electrical Company	Modesto, CA	Signal/Electrical
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED)  Date: 1/30/08

**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 Sierra Nevada 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: 1/30/08

**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.**

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**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

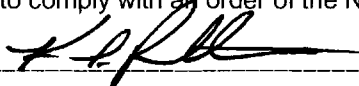
If the answer is yes, explain the circumstances in the following space.

N/A

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**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: 1/30/08


**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: 1/30/08

**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 Sierra Nevada Construction, Inc.  
BUSINESS ADDRESS PO Box 50760 TEL. 775-355-0420  
CITY, STATE, ZIP CODE Sparks, NV 89435  
BY [Signature] TITLE President  
(Signature)  
DATED 1/30/2008

**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 judgement 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.

N/A

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:

1/30/08

**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.**