

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

DEPT: Public Works *AKM*

BOARD AGENDA # \*C-4

Urgent  Routine

AGENDA DATE May 20, 2008

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Adopt Plans and Specifications for the Salida Boulevard Corridor Plan and Set the Bid Opening Date and Time for June 25, 2008, 2:00 P.M.

STAFF RECOMMENDATIONS:

1. Adopt plans and specifications for the Salida Boulevard Corridor Plan and set the bid opening date and time for June 25, 2008, 2:00 P.M.
2. Direct the Clerk of the Board to publish notice inviting bids for the project as required by law and set June 25, 2008, prior to 2:00 P.M., as the deadline for submission of bids.
3. Direct the Public Works Department staff to mail a notice inviting bids to trade journals as required by law.

FISCAL IMPACT:

The total estimated cost for this project is \$2,800,000. The project is funded by the following sources: \$1,800,000 of Environmental Impact Report Traffic Mitigation Fees (EIR), \$500,000 EIR Salida Storm Drain Funds, \$250,000 Stanislaus County Redevelopment Funds, and \$250,000 Stanislaus County Public Works Road Fund-Proposition 1B monies. At this time, \$5,000 is required for reproduction costs, advertisement costs and other miscellaneous costs associated with the bid process.

BOARD ACTION AS FOLLOWS:

No. 2008-360

On motion of Supervisor Grover, Seconded by Supervisor DeMartini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Adopt Plans and Specifications for the Salida Boulevard Corridor Plan and Set the Bid Opening Date and Time for June 25, 2008, 2:00 P.M.

**DISCUSSION:**

This project consists of improvements to Salida Boulevard from Pelandale Avenue to the northern end. The original improvements consisted of sidewalks, street lighting, a new traffic signal at the intersection of Salida Boulevard and Broadway Avenue, drainage improvements, overlaying of the existing pavement, abandonment of Cloutier Road, access driveways for the properties adjoining Cloutier Road, and striping and landscaping. Landscaping was removed from the project due to the recent failure of the ballot procedure to form the Salida Boulevard Landscape and Lighting District that would have provided funding for the ongoing maintenance of this element.

In August 2007, the Board of Supervisors awarded a consulting service contract to GDR Engineering for the design of the Salida Boulevard Corridor Plan Project. During the design process, it became apparent that additional curb, gutter and sidewalk was needed at the intersection of Salida Boulevard and Broadway Avenue. In April 2008, the Board of Supervisors approved Amendment No. 1 to the contract with GDR Engineering for the additional design effort.

This project was determined to be categorically exempt from the California Environmental Quality Act and the exemption was posted at the Clerk-Recorders office on May 12, 2008.

**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.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**BM:sr**

L:\roads\9430 - salida blvd improvement project\design\board items\Salida Bvd5-12-08Board Item

## **NOTICE TO CONTRACTORS**

### **"Salida Boulevard Corridor Plan"**

Owner is Stanislaus County, Modesto CA; Engineer's Estimate is between \$2,800,000 and \$3,000,000. Sealed bids are due before 2:00 P.M., June 25, 2008, to the Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, CA 95354; Project Contact is Bob Meleg (209) 567-4883, melegr@co.stanislaus.ca.us; Work to be accomplished includes the installation of curb, gutter, sidewalk, storm drain, culverts, permeable concrete valley gutter, A.C. pavement removal and asphalt overlay including paving fabric, traffic signal, pavement marking & striping, and other such items not mentioned herein that are required by the plans and specifications. Plans and specifications are available for purchase from Stockton Blue, Modesto CA, 209-524-2924 and can also be viewed and/or purchased on [www.stocktonblue.com](http://www.stocktonblue.com) under "Public Plan Room".

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

**INVITATION TO BIDDERS AND SPECIAL PROVISIONS  
FOR THE SALIDA BOULEVARD CORRIDOR PLAN**

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**BOARD OF SUPERVISORS**

**William O'Brien**

**Thomas Mayfield, Chairman**

**Jeff Grover**

**Dick Monteith**

**Jim DeMartini**

**District No. 1**

**District No. 2**

**District No. 3**

**District No. 4**

**District No. 5**

**Richard W. Robinson, Chief Executive Officer**

**Matt Machado, Director**

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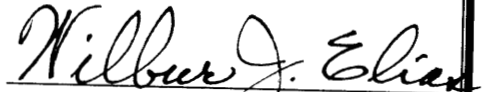
**Approved by Stanislaus County Board of Supervisors: May 6, 2008  
Bid Opening Time and Date: June 18, 2008, 2:30 pm**

The Specifications contained herein have been prepared by or under the direction of the following registered engineers.

  
Ken R. Irwin



4-23-08

  
Wilbur Elias



4-23-08

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**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS  
INVITATION TO BIDDERS**

Contractors are invited to submit written, formal bids for the Salida Boulevard Corridor Plan. Estimated Construction cost for this project is between \$2,800,000 and \$3,000,000. The work to be accomplished includes the installation of curb, gutter, sidewalk, storm drain, culverts, permeable concrete valley gutter, A.C. pavement removal and asphalt overlay including paving fabric, traffic signal, pavement marking & striping, and other such items not mentioned herein that are required by the plans and specifications.

Plans and specifications are available FOR VIEWING on the Stockton Blue Website [www.stocktonblue.com](http://www.stocktonblue.com) under "Public Plan Room". Paper copies are available from Stockton Blue. Call (209) 524-2924 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to [Robert.Meleg@stancounty.com](mailto:Robert.Meleg@stancounty.com) Email or fax your questions to 209-(209) 525-4183, Attn: Robert Meleg.

Bid forms are provided in the "Bid Proposal and Contract" booklet. Bids shall be submitted in a sealed envelope and plainly marked Salida Blvd. Corridor Plan. Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to June 18, 2008, 2:30 pm, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Ste. 6709 and read by the Clerk of the Board after bid closing.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

Bidders are urged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no specific project goal for DBE participation.

Other such items and details not mentioned herein that are required by the Plans, Standard Specifications or these Special Provisions shall be performed, placed, constructed or detailed.

A pre-construction conference shall be required prior to the "Notice to Proceed".

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The contractor shall possess a Class "A" license at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

Pursuant to and in accordance with the Provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

The Contractor designated as the "Apparent Low Bidder" after the bid opening shall provide to the County, within thirty (30) days and prior to the issue of the formal "Notice to Proceed" ("NTP"), the name of the designated, certified Storm Water Pollution Control Manager (SWPCM) and shall submit three copies of the Storm Water Pollution Prevention Program (SWPPP). The SWPCM shall be responsible for the preparation of the SWPPP and required modifications or amendments thereto and shall be responsible for the implementation and adequate functioning of the various water pollution control practices ("Best Management Practices") ("BMPs") employed during the project.

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered into this May 6, 2008.

ATTEST:  
CHRISTINE FERRARO TALLMAN  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By \_\_\_\_\_  
Deputy Clerk  
Advertise: May 14, 2008, May 21, May 28, 2008



**CONTRACTOR'S BID QUANTITIES:  
LOCATED IN THE BID PROPOSAL AND CONTRACT FOR THE SALIDA  
BOULEVARD CORRIDOR PLAN BOOKLET – UNDER CONTRACTOR'S BID.**

**INSURANCE REQUIREMENTS:**

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

- General Liability Insurance, \$5,000,000 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.

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS  
SPECIAL PROVISIONS**

**SECTION 1: SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006, and the Standard Plans dated May 2006, of the Department of Transportation insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Notice to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State or State of California Department of Transportation	County of Stanislaus Stanislaus County, Department of Public Works
Director of Transportation	Stanislaus County Director of Public Works
District Director	Stanislaus County Director of Public Works
Engineer	Stanislaus County Director of Public Works acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Attorney General	Stanislaus County, County Counsel
Contract	Agreement

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in

Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard

Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Proposal and Contract -- Located under separate document called "Bid Proposal and Contract".

## **SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications shall be as shown on the "Sample" Bidder's Bond found in the Bid Proposal and Contract Section of these specifications.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

## **SECTION 3: AWARD AND EXECUTION OF AGREEMENT**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

## **SECTION 4: BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

### **General**

The Contractor shall comply with the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

**The Contractor shall begin work within five (5) days after the date of the Notice to Proceed, and shall complete the work within 150 working days. The date of the Notice to Proceed shall constitute the first working day.**

**The Contractor shall pay to the County of Stanislaus the sum of \$2,500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.**

The amount specified herein may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the County of Stanislaus, Department of Public works, Engineering Division, 1716 Morgan Road, Modesto, California, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

### **Post Construction Meeting**

The contractor shall be required to attend a post construction meeting that will be arranged by the Public Works Engineering Design Division, Robert Meleg, (209) 567-4883 after completion of all work and prior to acceptance of final payment. The Project inspector shall attend this meeting. The purpose of the meeting will be to discuss the Project and any related issues that can help improve the future Public Works construction projects. This meeting will be held in Stanislaus County, Public Works Department.

### **As-Built / Record Drawings**

The Contractor shall maintain and keep two (2) sets of plans with all deviation from the approved plans clearly identified. These plans shall be available for review by the County and shall be delivered to the County Inspector after completion of construction at the post construction meeting prior to final payment. All revisions to the approved plans shall be marked clearly. Original reproducible

drawings of the approved plans shall be revised by the contractor and stamped "As-Built" or "Record Drawings" and signed by the Contractor and shall be submitted to the Stanislaus County Department of Public Works for their file records. The costs for maintaining and preparing As Built/Record Drawings shall be included in the unit prices for the various items of work and no separate payment will be made therefore.

**ESTIMATED SCHEDULE OF EVENTS.**

The following is an estimated schedule of events that have been established for this project:

<b>EVENT DESCRIPTION</b>	<b>ANTICIPATED DATE</b>
BOARD APPROVAL OF PLANS AND SPECIFICATIONS	May 6, 2008
PROJECT ADVERTISEMENT	May 14, 2008
LAST DAY CONTRACTORS CLARIFICATION REQUESTS	June 11, 2008
ISSUANCE OF ADDENDUM (IF NEEDED)	June 13, 2008
BID OPENING	June 18, 2008
BOARD APPROVAL OF CONTRACT	July 15, 2008
NOTICE TO PROCEED	August 4, 2008
BEGIN CONSTRUCTION	August 18, 2008
END CONSTRUCTION	March 2, 2009

**SECTION 5: LABOR**

**Labor Nondiscrimination**

The Contractor shall comply with the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**Notice of Requirements for Nondiscrimination Program  
(Gov. Code, Section 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination" of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

## **Prevailing Wage and Certified Payrolls**

The Contractor shall comply with Section 7-1.01A(2) "Prevailing Wage" and Section 7-1.01A(3) Payroll Records of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page

(<http://www.dir.ca.gov/DLSR/PWD/index.htm>).

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

## **Apprentices**

The Contractor shall comply with Section 7-1.01A(5) "Apprentices of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

## **SECTION 6: Public Safety**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09 "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations. The near edge of the excavation is 12' or less from the edge of the lane, except:
  1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  2. Excavations less than 1' deep.
  3. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in diameter.
  4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  6. Excavations protected by existing barrier or railing.

- B. Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas. Material or equipment is stored within 12' of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08 "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2006 Standard Plan T3, may be used.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

<b>Approach Speed of Public Traffic (Posted Limit)</b>	<b>Work Areas</b>
(45 Miles Per Hour)	Within 6' of a traffic lane but not on a traffic lane
(35 to 45 Miles Per Hour)	Within 3' of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10' without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians. Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## **SECTION 7: STORM WATER POLLUTION**

The Contractor designated as the "Apparent Low Bidder" after the bid opening shall provide to the County, within thirty (30) days and prior to the issuance of the formal "Notice to Proceed" ("NTP"), the name of the designated, certified Storm Water Pollution Control Manager (SWPCM) and shall submit three (3) copies of the Storm Water Pollution Prevention Program (SWPPP). The SWPCM shall be responsible for the preparation of the SWPPP and required modifications or amendments thereto and shall be responsible for the implementation and adequate functioning of the various water pollution control practices ("Best Management Practices" ("BMPs")) employed during the project.

## **SECTION 8: BUY AMERICA REQUIREMENTS**

The Contractor shall comply with the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, confirming to the provisions in Section 6-1.07,



“Certificates of Compliance,” of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

## **SECTION 9: REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, “Right of Way Delays” of the Standard Specifications.

## **SECTION 10: SUBCONTRACTING**

The Contractor shall comply with the provisions in Section 8-1.01, “Subcontracting,” and Section 2, “Proposal Requirements and Conditions,” and Section 3, “Award and Execution of Contract,” of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at

[http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **Prompt Progress Payment to Subcontractors**

The Contractor shall comply with the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

### **Prompt Payment of Withheld Funds to Subcontractors**

The Contractor shall return all monies withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

## **SECTION 11: PAYMENTS**

The Contractor shall comply with Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

NONE

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials where designated by (P), (S-P), or (S-P-F) in the

Engineers Estimate, will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Signal and Lighting Standards
- B. Signal Heads and Mounting Brackets

## **SECTION 12: NOTICE OF POTENTIAL CLAIM**

The Contractor shall comply with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions.

## **SECTION 13: PAYMENT OF WITHHELD FUNDS**

Section 9-1.065, "Payment of Withheld Funds," of the 2006 Standard Specifications, is deleted in its entirety.

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

## **SECTION 14: ENCROACHMENT PERMIT ---- Not Applicable**

## **SECTION 15: SURFACE MINING AND RECLAMATION**

The Contractor shall comply with the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

## **SECTION 16: BONDS**

The successful bidder shall furnish and deliver to the County, at the time of delivery of the signed Agreement, a surety bond, in the amount equal to 100 percent of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to 100 percent of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds must be notarized.

## **SECTION 17: INSURANCE**

Limits located in a separate booklet entitled, Bid Proposal and Contract for the Salida Boulevard Corridor Plan under the heading entitled, "Agreement for Independent Contractor Services."

## **SECTION 18: DOCUMENT CLARITY**

The Contractor's attention is directed to the following requirement:

**Government Code 27361.7** Requirement that document will reproduce readable photographic record substitution of legible original document or preparation of true copy of first document.

Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the recorder may require the person presenting it for recording to substitute a legible original document or to prepare a legible copy of the first document by handwriting or typewriting and attaching the same to the original as part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original.

## **SECTION 19: EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of titles VI and VII of

the Civil Rights Act, Revenue Sharing Act, Title 31, U.S. Codes Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part by the County.

## **SECTION 20: SURVEYS AND GRADES**

The Engineer shall establish permanent type reference monuments or posts for the horizontal alignment and vertical control of the work. The Engineer shall provide all temporary stakes for horizontal and vertical alignment sufficient for construction of the project. The Contractor is charged with the responsibility of adequately protecting said stakes and monuments. If the Contractor fails to protect such stakes, the Engineer shall reestablish said stakes at the expense of the Contractor. The County reserves the right to deduct the cost to reestablish the stakes from any progress payment due the Contractor.

## **SECTION 21: MATERIALS**

### **Acceptance Testing**

Acceptance testing shall be conducted in accordance with the Stanislaus County Public Works Quality Assurance Program. A copy of the Quality Assurance Program is available from the Stanislaus County Public Works Department, Engineering Division, 1716 Morgan Road, Modesto, CA 95358.

### **Agency-Furnished Materials**

The Contractor shall comply with Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these Special Provisions. The following materials will be furnished to the Contractor:

None

## **SECTION 22: DESCRIPTION OF WORK**

The work to be accomplished includes the installation of curb, gutter, sidewalk, storm drain, culverts, permeable concrete valley gutter, A.C. pavement removal and asphalt overlay including paving fabric, traffic signal, pavement marking & striping, and other such items not mentioned herein that are required by the plans and specifications.

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

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**BID PROPOSAL AND CONTRACT**

**FOR THE**

**SALIDA BOULEVARD  
CORRIDOR PLAN**

**Approved by Stanislaus County Board of Supervisors: May 6, 2008  
Bid Opening Time and Date: June 18, 2008, 2:30 pm**

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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 Salida Boulevard Corridor Plan** 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 June 18, 2008, 2:30 pm. 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

### SALIDA BOULEVARD

### CORRIDOR PLAN

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_  
*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO: AREA CODE ( ) \_\_\_\_\_

FAX NO: AREA CODE ( ) \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_

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 May 6, 2008, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS  
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION  
OF THE  
SALIDA BOULEVARD  
CORRIDOR PLAN**

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.

This supercedes the provisions in Section 3-1.025, "Insurance Policies," and Section 7-1.12B "Insurance" of the May 2006 Standard Specifications issued by the California Department of Transportation and amendments thereto.

Insurance Requirements.

1. At or before the date specified in the Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be less than **[\$3,000,000]** each occurrence, **[\$3,000,000]** general aggregate limit, and **[\$3,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury and **[\$1,000,000]** each occurrence Property Damage (or **[\$1,000,000]** combined single limit, each accident).

Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

2. All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an

A. M. Best Company rating of **[A,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

3. **Deductibles:** Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
4. **Required Endorsements:** The policies required herein shall be endorsed, in a form and manner acceptable to County, as follows:
  - a. Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
  - b. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required herein.
  - c. Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
  - d. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work.
5. **Declarations Pages Required.** Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A.1 and A.2 above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
6. **Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of**

cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, (Attention: Department of Public Works), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within 30 Days, copies of the actual insurance policies or renewals or replacements.

7. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
8. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.
9. Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
10. Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.
11. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
  - a. Each Professional shall maintain the following insurance at its sole cost and expense:



- i. Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
- ii. All insurance required to be held by Contractor as described above. Professional shall satisfy all provisions herein relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing work on the Project.

12. If required by County, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to County.

**CONTRACTOR'S BID SHEET  
FOR  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SALIDA BOULEVARD CORRIDOR PLAN**

No.	CONTRACTOR' S BID DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	TRAFFIC CONTROL SYSTEM	LS	1		
2	CONSTRUCTION AREA SIGNS	LS	1		
3	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4		
4	WATER POLLUTION CONTROL	LS	1		
5	RESET MAILBOX	EA	2		
6	RESET ROAD SIDE SIGN (ONE POST)	EA	1		
7	RESET ROAD SIDE SIGN (TWO POST)	EA	1		
8	SALVAGE ROAD SIGN (ONE POST)	EA	10		
9	ADJUST FRAME & COVERS & GRATES TO GRADE	EA	22		
10	REMOVE CONCRETE CURB	LF	1,615		
11	ABANDON CULVERT	LF	220		
12	CLEARING AND GRUBBING	LS	1		
13	ROADWAY EXCAVATION (F)	CY	4,850		
14	DETENTION BASIN EXCAVATION (F)	CY	590		
15	AGGREGATE BASE	TON	5,257		
16	ASPHALT CONCRETE (TYPE "A")	TON	11,239		
17	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREAS)	SY	790		
18	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	8,766		
19	PLACE ASPHALT CONCRETE (SIDEWALK)	SF	17,024		
20	PAVEMENT REINFORCING FABRIC	SY	30,906		
21	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	1055		
22	18" REINFORCED CONCRETE PIPE	LF	1,591		
23	18" CORRUGATED STEEL PIPE (0.105 inches)	LF	66		
24	DRAIN INLET (PLATE 4-G1)	EA	2		
25	CATCH BASIN (PLATE 4-G5)	EA	4		
26	VERTICAL DRAIN	EA	1		
27	18" CONCRETE FLARED END SECTION	EA	12		
28	OPEN CONCRETE PIPE DRAIN (W/ STEEL LID)	EA	6		
29	48" PRECAST CONCRETE PIPE MANHOLE	EA	3		
30	60" PRECAST CONCRETE PIPE MANHOLE	EA	2		
31	CONNECT TO EXISTING SD MANHOLE	EA	8		
32	6" PIPE BOLLARD	EA	8		

33	DECORATIVE MEDIAN COBBLE (4" TO 6")	CY	2280		
34	6" CURB AND GUTTER (MINOR CONCRETE)	LF	880		
35	5' CONCRETE SIDEWALK (MINOR CONCRETE)	SF	4,840		
36	COMMERCIAL DRIVEWAY (MINOR CONCRETE)	SF	400		
37	CURB RAMP (labor only) (MINOR CONCRETE)	EA	4		
38	5' VALLEY GUTTER (PERVIOUS CONCRETE)	SF	15,000		
39	REMOVE EXISTING SIGNAL SYSTEM	LS	1		
40	TYPE D MARKERS	EA	127		
41	TYPE G MARKERS	EA	364		
42	TYPE H MARKERS	EA	234		
43	THERMOPLASTIC PAVEMENT MARKING	SF	3,305		
44	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 9)	LF	10,461		
45	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	LF	348		
46	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 24)	LF	486		
47	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 25)	LF	10,283		
48	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	LF	12,982		
49	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	LF	382		
50	8" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 37B)	LF	380		
51	8" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	LF	2628		
52	4" PAINTED TRAFFIC STRIPE (PARKING STALLS)	LF	1,782		
53	OBJECT MARKS (OM2-2H)	EA	4		
54	OBJECT MARKS (OM-3R)	EA	3		
55	ROADSIDE SIGNS (ONE POST)	EA	25		
56	TRAFFIC SIGNALS (S)	LS	1		
57	6" CONDUIT (ABS)	LF	1250		
58	10" CONDUIT (ABS)	LF	726		

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**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  
SALIDA BOULEVARD  
CORRIDOR PLAN**

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

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 \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**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			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**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 \_\_\_\_\_, 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: \_\_\_\_\_

**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: \_\_\_\_\_

**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

\_\_\_\_\_, being duly sworn, deposes and says that he or she is \_\_\_\_\_, of \_\_\_\_\_ the party making the foregoing bid 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: \_\_\_\_\_

**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 \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ TEL. \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
(Signature)

DATED \_\_\_\_\_

**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.

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: \_\_\_\_\_

**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.**

**W-9 FORM**

# PROPOSAL SIGNATURE SHEET

ACCOMPANING THIS PROPOSAL IS \_\_\_\_\_ (INSERT THE WORDS "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. \_\_\_\_\_ Classification(s) \_\_\_\_\_

Expiration Date \_\_\_\_\_

**ADDENDA** – THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S \_\_\_\_\_

*(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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

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

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS  
BIDDER'S BOND**

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety  
are bound unto the County of Stanislaus, State of California, hereafter referred to as "Obligee", in  
the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the  
Obligee for the work described below, for the payment of which sum we bind ourselves, jointly  
and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Salida Boulevard Corridor Plan, for  
which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street  
Place, 1010 10th Street, Ste. 6500, Modesto, CA, June 18, 2008, 2:30 pm.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner  
required under the specifications, after the prescribed forms are presented to him for signature,  
enters into a written contract, in the prescribed form, in conformance with the bid, and files two  
bonds with the Obligee, one to guarantee faithful performance of the contract and the other to  
guarantee payment for labor and materials as provided by law, then this obligation shall be null  
and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety  
shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be  
fixed by the court.

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Principal*

\_\_\_\_\_  
*Surety*  
By \_\_\_\_\_  
*Attorney-in-fact*

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

**Note: A Bidder's Bond must be completed and submitted with your bid for  
your bid to be accepted as complete.**

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated \_\_\_\_\_, 200\_\_ is in the penal sum of \_\_\_\_\_ Insert Amount \_\_\_\_\_ [which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to Insert Name of Contractor ("Contractor"), Insert name of Surety ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT: SALIDA BOULEVARD CORRIDOR PLAN

CONTRACT NUMBER: 2008-3

DATED \_\_\_\_\_, 200\_\_ in the Amount of \$ \_\_\_\_\_  
(the "Penal Sum").

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Note: A Performance Bond will be required prior to contract execution with the successful bidder.**

## CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain

a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
  - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No



extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
- 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND METERIAL PAYMENT BOND ("Bond") is dated [Month, Day, [200\_] is in the penal sum of Insert Amount which is one hundred percent of the Contract Sum, and is entered into by and between the parities listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to Insert name of Contractor ("Contractor"), Insert name of Surety ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT: COUNTY OF STANISLAUS, SALIDA BOULEVARD  
CORRIDOR PLAN

CONTRACT NUMBER: 2008-3

Dated \_\_\_\_\_, 200\_ in the amount of \_\_\_\_\_  
(the "Penal Sum").

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Note: A Payment Bond will be required prior to contract execution with the successful bidder.**

## CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
  - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other

obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions:
  - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
  - 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

## **STATE PREVAILING WAGE RATES**

For current rates go to the Department of Industrial Relations homepage on the internet:

[http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

## AGREEMENT

THIS AGREEMENT, dated this **Insert Date** day of **Insert Month**, [**200Insert Year**], by and between **Insert Contractor** whose place of business is located at **Insert Contractors Address** ("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. **Insert Resolution No.** adopted on the **Insert Date** day of **Insert Month**, **Insert Year** awarded to Contractor the following Contract:

### CONTRACT NUMBER 2008-3

#### SALIDA BOULEVARD CORRIDOR PLAN

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 **GDR Engineering Inc.** designed the Project and furnished the Plans and Specifications. **GDR Engineering Inc.** 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 150 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 TWO THOUSAND FIVE HUNDRED dollars (\$2,500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

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

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

### **Article 4. Contract Sum**

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

## **Article 5. Contractor's Representations**

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

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



## **Article 6. Contract Documents**

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

- Notice of Award
- Agreement
- Notice to Proceed
- Construction Performance Bond
- Construction Labor and Material Payment Bond
- General Conditions
- Supplementary General Conditions
- Addenda
- Construction Details
- Drawings
- Encroachment Permit **[If applicable]**

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

## **Article 7. Indemnity**

- 7.1. County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims
- 7.2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the-termination: rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, county may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: SPECIFICATIONS AND PLANS and will have the meaning indicated therein.
- 8.2 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.
- 8.3 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.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 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.

- 8.6 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.
- 8.7 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).
- 8.8 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**

**CONTRACTOR: Insert Contractors Name**

By: \_\_\_\_\_  
Matthew Machado, Director of Public Works

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

\_\_\_\_\_  
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. Insert Resolution No.

END OF DOCUMENT

Next Page

**DECLARATION OF PUBLICATION  
(C.C.P. S2015.5)**

**COUNTY OF STANISLAUS  
STATE OF CALIFORNIA**

I am a citizen of the United States and a resident Of the County aforesaid; I am over the age of Eighteen years, and not a party to or interested In the above entitle matter. I am a printer and Principal clerk of the publisher of **THE MODESTO BEE**, printed in the City of **MODESTO**, County of **STANISLAUS**, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of **STANISLAUS**, State of California, Under the date of **February 25, 1951, Action No. 46453**; that the notice of which the annexed is a printed copy, has been published in each issue there of on the following dates, to wit:

**MAY 28, JUNE 4, 11, 2008**

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I certify (or declare) under penalty of perjury That the foregoing is true and correct and that This declaration was executed at **MODESTO, California** on

**JUNE 11, 2008**

  
(Signature)

**NOTICE TO CONTRACTORS**  
"Salida Boulevard Corridor Plan"  
Owner is Stanislaus County, Modesto CA; Engineer's Estimate is between \$2,800,000 and \$3,000,000. Sealed bids are due before 2:00 P.M., June 25, 2008, to the Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, CA 95354; Project Contact is Bob Meleg (209) 567-4883, melegr@co.stanislaus.ca.us; Work to be accomplished includes the installation of curb, gutter, sidewalk, storm drain, culverts, permeable concrete valley gutter, A.C. pavement removal and asphalt overlay including paving fabric, traffic signal, pavement marking & striping, and other such items not mentioned herein that are required by the plans and specifications. Plans and specifications are available for purchase from Stockton Blue, Modesto CA, 209-524-2924 and can also be viewed and/or purchased on [www.stocktonblue.com](http://www.stocktonblue.com) under "Public Plan Room".  
MAY 28, JUNE 4, 11, 2008

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