

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

DEPT: Public Works *MS*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE June 3, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Adopt Plans and Specifications for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) and Set the Bid Opening Date and Time for June 25, 2008, 2:30 P.M.

STAFF RECOMMENDATIONS:

1. Adopt plans and specifications for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) and set the bid opening date and time for June 25, 2008, 2:30 P.M.
2. Approve the purchase of chip for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion)
3. Direct the General Services Agency Director/Purchasing Agent to publish notice inviting bids for the project as required by law and set June 25, 2008, prior to 2:30 P.M., as the deadline for submission of bids.

FISCAL IMPACT:

The total anticipated cost for this project is \$1,600,525. The anticipated cost for the emulsion is \$1,425,930. The remaining \$174,595 is for rental trucking and rock chips. The project will be funded 100% by Proposition 1B discretionary local funds. These funds are anticipated in the Fiscal Year 2008-2009 Public Works Road Operations budget.

BOARD ACTION AS FOLLOWS:

No. 2008-401

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Adopt Plans and Specifications for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) and Set the Bid Opening Date and Time for June 25, 2008, 2:30 P.M.

DISCUSSION:

The Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) consists of sealing existing County roadways with polymer modified asphalt emulsion and the placement of rock chips on the emulsion. The emulsion will seal cracks in the road and prevent moisture from seeping under the pavement. The rock chips will improve the skid resistance and driving surface of the road.

The majority of the roads on this list are roads with less than a 500 Average Daily Traffic (ADT) Count. Constituent complaints were also a consideration for inclusion on the list. The Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) is a preventative maintenance step. These roads are low and medium volume roads that chip seal can protect. Chip seal are anticipated to add up to 10 years to the life of the road. The following roads are included in the program:

1. Eastman Road (26 Mile Road to 28 Mile Road)
2. Hawkins Road (2.5 Miles North of Keyes Road to Lake Road)
3. Cemetery Road (Morrison Road to Sonora Road)
4. Frymire Road (Morrison Road to Cemetery Road)
5. Morrison Road (Orange Blossom Road to Cemetery Road)
6. Horseshoe Road (Orange Blossom Road)
7. Crabtree Road (State Route 132 to Warnerville Road)
8. Meier Road (Lake Road to End)
9. Canal Bank Road (Lampley Road to Driberg Road)
10. North Old La Grange Road (Junction 59 to Covered Bridge)
11. Lampley Road (Lake Road to End)
12. Hall Road (Keyes Road to Merced County)
13. Taylor Road (Hall Road to End)
14. Bogue Road (Taylor Road to Monte Vista Avenue)
15. Del Puerto Canyon Road (8 Mile Marker to 15 Mile Marker)
16. Moffett Road (Bradbury Road to Simmons Road)
17. Simmons Road (Central Avenue to Mitchell Road)
18. Idaho Road (Tegner Road to Washington Road)
19. Silva Road (Tegner Road to West End)
20. Harding Road (Walnut Road to Washington Road)
21. Blaker Road (Grayson Road to Keyes Road)
22. Schell Road (Orange Blossom Road to End)

Approval to Adopt Plans and Specifications for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) and Set the Bid Opening Date and Time for June 25, 2008, 2:30 P.M.

23. Dorsey Road (28 Mile Road to 26 Mile Road)
24. 28 Mile Road (Rodden Road to 2.8 Miles North)
25. E. Hawkeye Avenue (N. Waring Road to Gratton Road)
26. Langworth Road (Milnes Road to Patterson Road)
27. Lester Road (Hawkeye Road to E. Monte Vista Avenue)
28. Orestimba Road (Eastin Rd. to Newman City Limits and I-5 to Eastin Rd.)
29. Plainview Road (Roselle Avenue to Claus Road)
30. Santa Fe/Terminal Avenue (Milnes Road to Riverbank City Limits)
31. Skittone Road (State Route 108 to Crawford Road)
32. Warnerville Road (Oakdale City Limits to 2 Miles East)
33. Litt Road (Modesto City Limits to Plainview Road)
34. Keyes Road (Montpelier Road to 2 Miles East)
35. Illinois Avenue (Paradise Road to South End)
36. Adair Road (Beckwith Road to Shoemake Avenue)
37. Sonora Road (Cemetery Road to Milton Road)

This project is tentatively scheduled to begin August 11, 2008 and end September 30, 2008. The invitation to bid is for the asphalt emulsion only. However, the Board is being asked to approve the invitation to bid and the County purchase of the chip. Roads crews will provide the labor.

This project is exempt from the California Environmental Quality Act (CEQA) under Title 14, Section 15301 (Existing Facilities) of the California Code of Regulations.

The Department of Public Works has completed its design efforts for this project and is recommending that the Board of Supervisors adopt the plans and specifications for the proposed improvements; direct the General Services Agency Director/Purchasing Agent to publish the notice inviting bids; and set June 25, 2008, prior to 2:30 PM, as the deadline for submission of bids.

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. Existing Road Operations and Maintenance crews will provide the labor to complete this project.



GSA PURCHASING AGENT
 1010 Tenth Street, Suite #5400, Modesto, CA 95354
 PO Box 3229, Modesto, CA 95353-3229
 Phone: (209) 525-6319
 Fax: (209) 525-7787

INVITATION TO BID

BID NO. #08-26-CB

PROJECT NAME:

2008 CHIP SEAL PROGRAM (OIL CONTRACT)

BID INFORMATION:

| | |
|--|---|
| BID RESPONSE DATE: June 25, 2008 | BID RESPONSE TIME: "NO LATER THAN 2:30" |
| <p style="text-align: center;">DELIVER BID RESPONSES TO: Stanislaus County Purchasing Division 1010 Tenth Street Suite #5400 Modesto, CA 95354</p> <p>Bidders are required to submit an original and three (3) additional signed copies of their Bid response (including all required attachments) to the above address. Bids shall clearly identify the <u>project name</u>, <u>Bid number</u>, and <u>Bid response date</u> on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.</p> | |
| <p>MANDATORY ATTENDANCE AT PRE-BID CONFERENCE REQUIRED: No Pre-Bid Conference required.</p> <p>If attendance at the Pre-Bid Conference is mandatory, failure to attend this conference will result in rejection of your bid.</p> | |
| <p>BIDDERS COMPANY NAME: _____ (Type or Print)</p> | |

Signed addenda/addendum to be included in the BID Response. Contractor to complete the below and return with the BID Response.

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 _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

BOND REQUIREMENTS *

| | | |
|---------------------------|-----|---|
| Bid Security required | Yes | Amount <u>\$ 10% of the Project Price</u> |
| Performance bond required | Yes | Amount <u>\$ 100%</u> |
| Payment bond required | Yes | Amount <u>\$ 100%</u> |

*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

FOR COUNTY USE ONLY

Bid was opened on above date and at prescribed place.

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

By: _____

Stanislaus County GSA Purchasing Division

**STANISLAUS COUNTY GSA PURCHASING DIVISION
FOR
Department of Public Works
2008 CHIP SEAL PROGRAM
INVITATION TO BIDDER**

A. OVERVIEW

The County of Stanislaus, Public Works Road & Bridge requests Bids for the Asphalt Rejuvenation Emulsion for County Roads within Stanislaus County.

B. BID INTENT

To supply Polymer Asphalt Rejuvenating Emulsion for seal coat purposes for the Stanislaus County Public works Department. The approximate start date will begin in August of 2008. Emulsion will be delivered to various sites in Stanislaus County (refer to enclosed location maps).

The Work on the sites shall be authorized by a written and executed agreement (see attached sample. All terms and conditions in the Agreement shall apply to the Asphalt Emulsion Agreement.

As part of this Bid the Bidder is required to submit all required pricing which will be incorporated into the Agreement at the time of award. As each project is authorized against this Agreement, the Contractor shall develop the project cost based on the unit/task price/rates outlined in the Agreement.

The Work on the sites shall be authorized by a written and executed agreement (See attached sample). All terms and conditions in the Agreement shall apply to the Asphalt Emulsion Agreement.

C. SCOPE OF SERVICES

The polymer asphalt rejuvenating emulsion shall meet the enclosed material specifications. Unless otherwise ordered by the Engineer or Department Head, a sample of the emulsion may be taken from the spray bar of the distribution truck at any time. Samples will be submitted to the Cal Trans approved independent lab for testing and test results will be determined for possible noncompliance with specification

Each truckload must have a certificate of compliance. Delivery will be a 24 ton minimum and 150 ton maximum per day at the discretion of the Public Works Project Manger. The emulsion shall be spread utilizing computerized spread trucks to assure accurate application.

The average coverage spread rate of emulsion will be .35 per yard. The Public Works Project Manager in charge of the chip seal operation will adjust the spread rate of emulsion per road.

The price per ton includes delivery, spread, taxes and discounts. No additional charges for full or partial loads returned to point of origin, extra freight, demurrage, vendor equipment break down, etc., will be accepted or paid.

Lunch will not **be chargeable** to the County **and will not be included** in the 8 hour **spread time**.

The Public Works project manager reserves the right to reject any driver who cannot spread emulsion per directions.

The start times called into the Contractor by the project manager will be the actual start of spread time, not the arrival time. Travel time and necessary preparation time for spreading will not be chargeable to the county.

If required by the project manager the Contractor will supply two spread trucks to insure continued spreading.

The contractor's equipment shall be in good working conditions and of a quality that assures productivity and quality of the spread.

The contractor shall be responsible for all costs incurred from the damage and breakdown of contractor's equipment.

Material Specification for:

Polymer Modified Rejuvenating Emulsion

The asphalt emulsion shall be a polymer modified rejuvenating emulsion with a polymer, rejuvenating agent and asphalt and shall meet the following specifications.

Section I. Product Specification:

| Test on Emulsion | Method | Polymer Modified Rejuvenating Emulsion |
|---|-----------------------------------|---|
| Viscosity @ 77 (SFS) | ASTM D244 | 75 – 350 |
| Residue, w%, minimum | ASTM D244 | 67 |
| pH | ASTM E70 | 2.0-5.0 |
| Sieve, w%, max. | ASTM D244 | 0.1 |
| Oil Distillate, w%, max. | ASTM D244 | 0.5 |
| Test on Residue⁽¹⁾ | | |
| Viscosity @ 140°F, P, maximum | ASTM D2170 | 2000 |
| Penetration @ 39.2°F, minimum | ASTM D5 | 40 |
| Elastic Recovery on residue by distillation ^(1,2) , %, minimum | AASHTO T59, T301 | 70 |
| Test on Latex⁽³⁾: | | |
| Tensile strength, die C dumbbell, psi, minimum | ASTM D412 | 500 |
| Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F | ASTM D471 ⁽⁴⁾ Modified | 40% intact film |
| Test on rejuvenating agent: | | |
| Flash point, COC, °F | ASTM D92 | > 380 |
| Hot Mix Recycling Agent Classification | ASTM D4552 | See Section II |

⁽¹⁾ Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

⁽²⁾ Elastic Recovery @ 10° C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

⁽³⁾ Latex films shall be cured at 75°F and 50% relative humidity for 14 days prior to cutting or molding specimens Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section.

⁽⁴⁾ Report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

Section II – Recycling Agent

The recycling agent shall meet the following specifications:

| Test | Specification |
|------------------------|---------------|
| Viscosity, 140° F, CST | 50-175 |
| Flash Point, F, COC | 380 Min. |
| Saturate, % by wt. | 30 Max. |
| Asphaltenes | 1.0 Max. |
| Test on Residue | |
| Weight Change, % | 6.5 Max. |
| Viscosity Ratio | 3 Max. |

Section III – Material Certifications and Testing

The emulsion supplier shall submit to the agency certification that the emulsion meets the specification. The emulsion supplier shall submit to the agency a certification from approved laboratories certifying that the polymer and the recycling agent meet the required specifications. For the latex, certification must be from a laboratory with IAS ISO 17025 accreditation. Laboratories must be accredited in the test procedures specified above for the latex and rejuvenating agents.

All certifications shall be submitted to the agency and approved by the agency 5 days prior to supplying material.

During the project the agency may require on any working day one gallon samples of the emulsion to be submitted to the agency designated laboratory for testing. All testing shall be at the Agency's expense.

CHIP SEAL PROGRAM 2008

| | LOCATION | LENGTH (MILES) | WIDTH (FT.) | AREA (S.Y.) | 3/8" ROCK (TONS) | OIL (TONS) |
|-----|---|---------------------------|------------------------|------------------------|---------------------------------|-----------------------|
| 1. | Del Puerto Canyon Road (8 Mile Marker to 15 Mile Marker) | 7.00 | 22.00 | 90,346.67 | 1,186.00 | 150.00 |
| 2. | Orestimba Rd. (Eastin Rd. to Newman C.L. & I-5 to Eastin Rd.) | 4.17 | 23.00 | 56,267.20 | 739.00 | 94.00 |
| 3. | Langworth Road (Milnes Road to Patterson Road) | 3.51 | 21.00 | 43,243.20 | 568.00 | 72.00 |
| 4. | Plainview Road (Roselle Avenue to Claus Road) | 0.97 | 17.00 | 9,674.13 | 127.00 | 16.00 |
| 5. | Santa Fe/Terminal Avenue (Milnes Road to Riverbank C.L.) | 2.67 | 23.00 | 36,027.20 | 473.00 | 60.00 |
| 6. | Skittone Road (SR-108 to Crawford Road) | 0.98 | 18.00 | 10,348.80 | 136.00 | 17.00 |
| 7. | Litt Road (Modesto C.L. to Plainview Road) | 0.63 | 17.00 | 6,283.20 | 82.00 | 10.00 |
| 8. | Illinois Avenue (Paradise Road to South End) | 1.00 | 22.00 | 12,906.67 | 169.00 | 21.00 |
| 9. | Adair Road (Beckwith Road to Shoemake Avenue) | 1.00 | 22.00 | 12,906.67 | 169.00 | 21.00 |
| 10. | Blaker Road (Grayson Road to Keyes Road) | 1.00 | 16.00 | 9,386.67 | 123.00 | 16.00 |
| 11. | Simmons Road (Central Avenue to Mitchell Road) | 1.00 | 16.00 | 9,386.67 | 123.00 | 16.00 |
| 12. | Moffett Road (Bradbury Road to Simmons Road) | 1.50 | 17.00 | 14,960.00 | 196.00 | 25.00 |
| 13. | Harding Road (Walnut Road to Washington Road) | 2.00 | 19.00 | 22,293.33 | 293.00 | 37.00 |
| 14. | Silva Road (Tegner Road to West End) | 0.75 | 14.00 | 6,160.00 | 81.00 | 10.00 |
| 15. | Idaho Road (Tegner Road to Washington Road) | 1.00 | 16.00 | 9,386.67 | 123.00 | 16.00 |
| 16. | Meier Road (Lake Road to End) | 0.40 | 14.00 | 3,285.33 | 43.00 | 5.00 |
| 17. | Canal Bank Road (Lampley Road to Driberg Road) | 0.57 | 16.00 | 5,350.40 | 70.00 | 9.00 |
| 18. | Lampley Road (Lake Road to End) | 0.80 | 24.00 | 11,264.00 | 148.00 | 19.00 |
| 19. | Hawkins Road (2.5 Miles North of Keyes Road to Lake Road) | 2.50 | 21.00 | 30,800.00 | 404.00 | 51.00 |
| 20. | Taylor Road (Hall Road to End) | 2.00 | 22.00 | 25,813.33 | 339.00 | 43.00 |
| 21. | Bogue Road (Taylor Road to Monte Vista Avenue) | 1.07 | 16.00 | 10,043.73 | 132.00 | 17.00 |
| 22. | Hall Road (Keyes Road to Merced County) | 3.80 | 22.00 | 49,045.33 | 644.00 | 82.00 |
| 23. | E. Hawkeye Avenue (N. Waring Road to Gratton Road) | 0.97 | 23.00 | 13,088.53 | 172.00 | 22.00 |
| 24. | Lester Road (Hawkeye Road to E. Monte Vista Avenue) | 0.99 | 30.00 | 17,424.00 | 229.00 | 29.00 |
| 25. | Keyes Road (Montpelier Road to 2 Miles East) | 2.00 | 21.00 | 24,640.00 | 323.00 | 41.00 |
| 26. | Eastman Road (26 Mile Road to 28 Mile Road) | 2.22 | 22.00 | 28,652.80 | 376.00 | 48.00 |
| 27. | Dorsey Road (26 Mile Road to 28 Mile Road) | 1.52 | 23.00 | 20,509.87 | 269.00 | 34.00 |

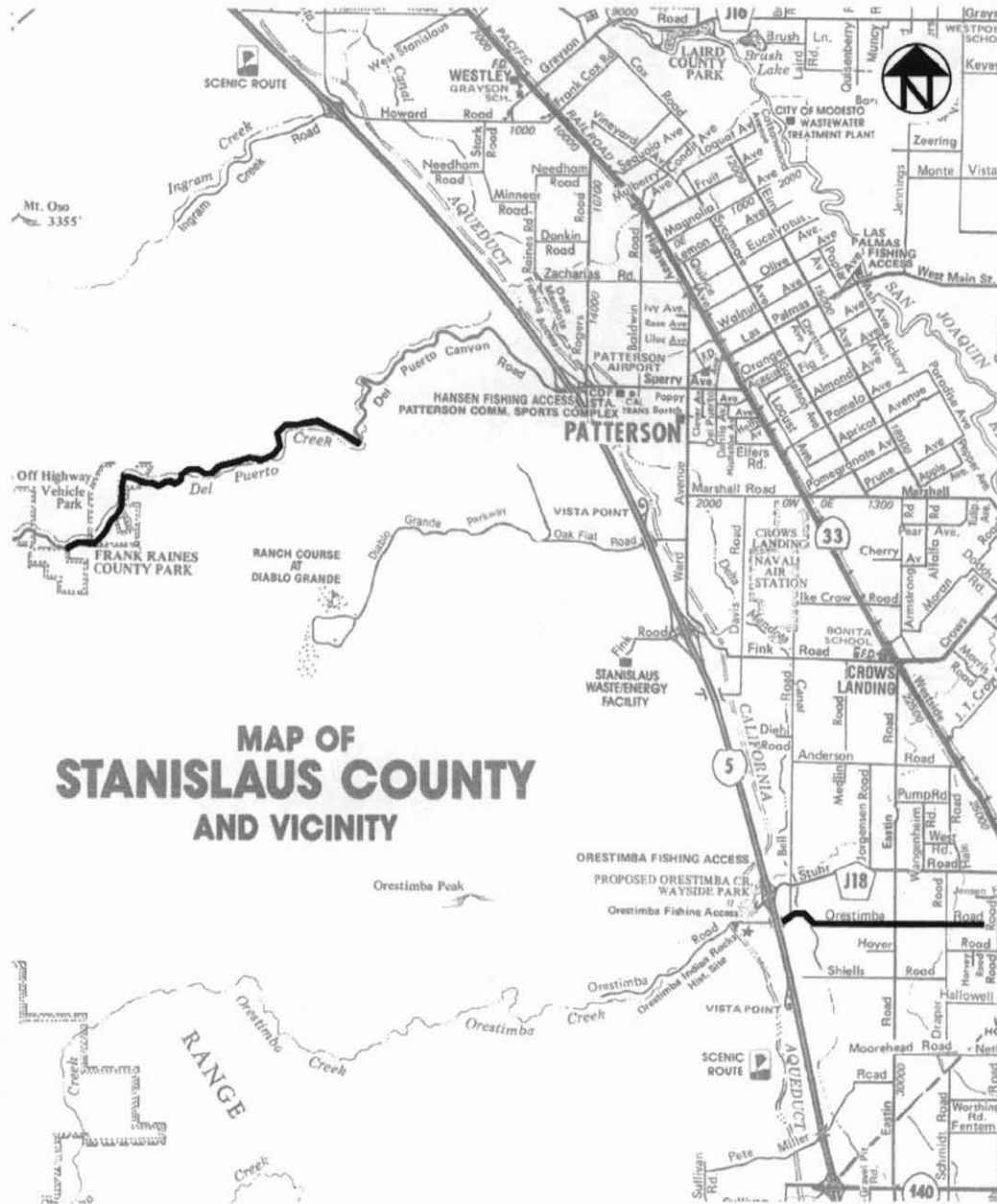
| | | | | | | |
|-----|---|-------|-------|------------|----------|--------|
| 28. | 28 Mile Road (Rodden Road to 2.8 Miles North) | 2.80 | 22.00 | 36,138.67 | 474.00 | 60.00 |
| 29. | Horseshoe Road (Orange Blossom Rd. to Orange Blossom Rd.) | 2.41 | 20.00 | 28,277.33 | 371.00 | 47.00 |
| 30. | Schell Road (Orange Blossom Road to End) | 0.91 | 15.00 | 8,008.00 | 105.00 | 13.00 |
| 31. | Morrison Road (Orange Blossom Road to Cemetary Road) | 1.97 | 24.00 | 27,737.60 | 364.00 | 46.00 |
| 32. | Frymire Road (Morrison Road to Cemetary Road) | 1.72 | 21.00 | 21,190.40 | 278.00 | 35.00 |
| 33. | Cemetary Road (Morrison Road to Sonora Road) | 0.64 | 21.00 | 7,884.80 | 104.00 | 13.00 |
| 34. | Sonora Road (Cemetary Road to Milton Road) | 11.51 | 22.00 | 148,555.73 | 1,950.00 | 247.00 |
| 35. | Warnerville Road (Oakdale C.L. to 2 Miles East) | 2.00 | 21.00 | 24,640.00 | 323.00 | 41.00 |
| 36. | Crabtree Road (State Route 132 to Warnerville Road) | 7.06 | 21.00 | 86,979.20 | 1,142.00 | 145.00 |
| 37. | North Old La Grange Road (Junction 59 to Covered Bridge) | 0.50 | 22.00 | 6,453.33 | 85.00 | 11.00 |

Totals:

12,933.00 1,639.00

Stanislaus County Department of Public Works 2008 Chip Seal Program

Del Puerto Canyon Road (8 Mile Marker to 15 Mile Marker)
Orestimba Road (Eastin Road to Newman City Limits and I-5 to Eastin Road)

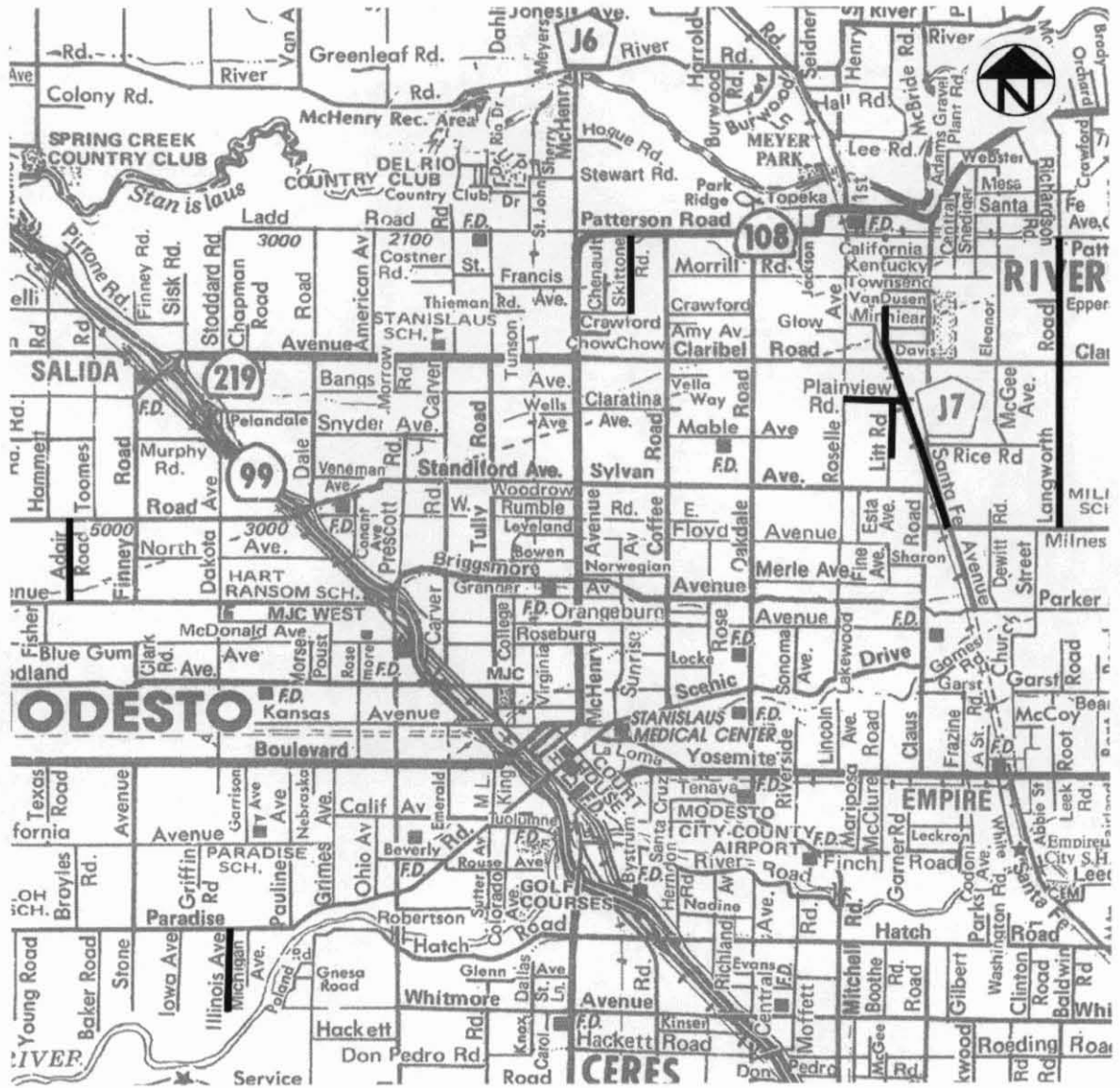


MAP OF STANISLAUS COUNTY AND VICINITY

PROJECT LOCATION
NOT TO SCALE

Stanislaus County Department of Public Works 2008 Chip Seal Program

- Langworth Road (Milnes Road to Patterson Road)
- Plainview Road (Roselle Avenue to Claus Road)
- Santa Fe/Terminal Avenue (Milnes Road to Riverbank City Limits)
- Skittone Road (SR 108 to Crawford Road)
- Litt Road (Modesto City Limits to Plainview Road)
- Illinois Avenue (Paradise Road to South End)
- Adair Road (Beckwith Road to Shoemaker Avenue)

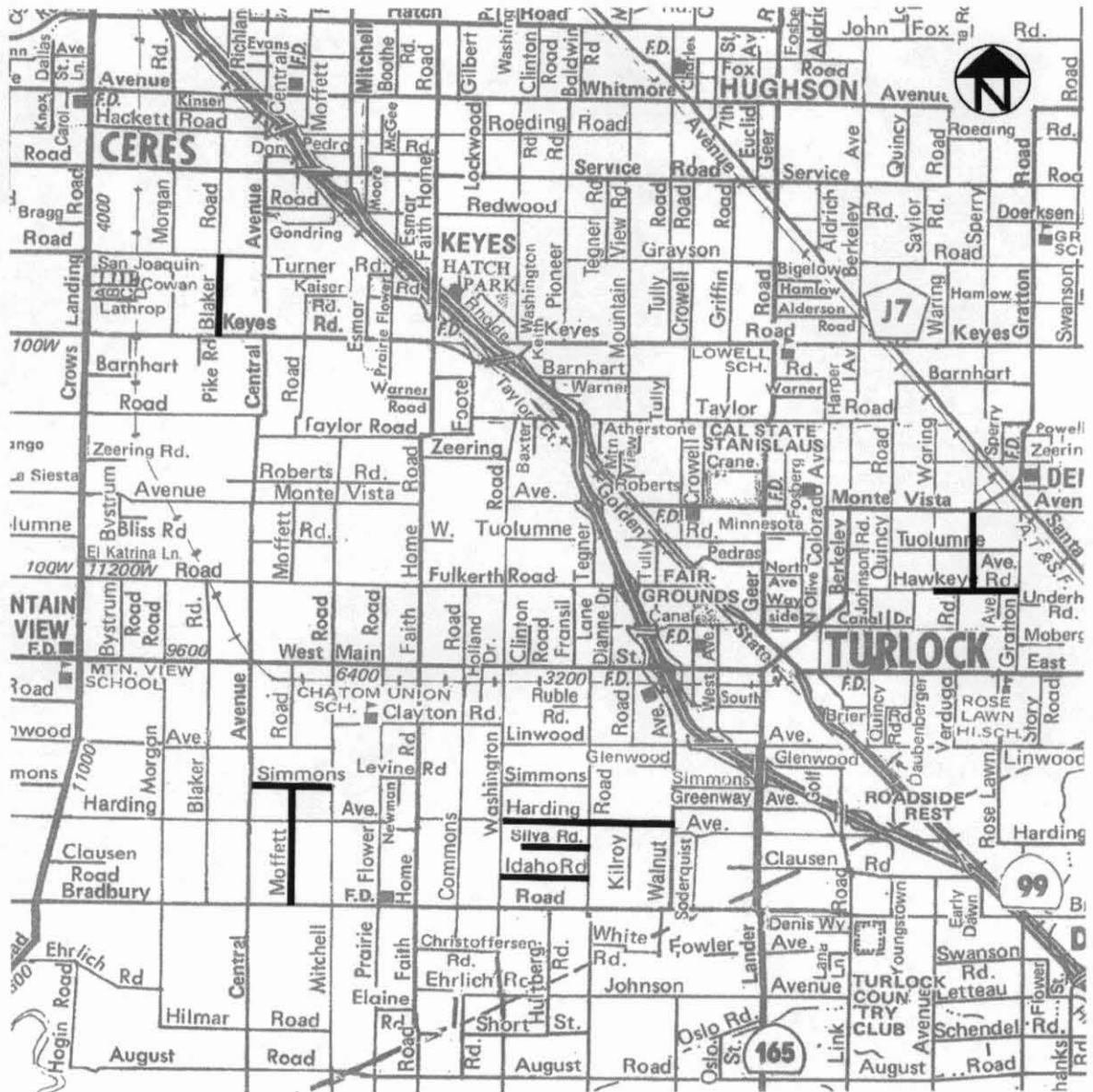


PROJECT LOCATION

NOT TO SCALE

Stanislaus County Department of Public Works 2008 Chip Seal Program

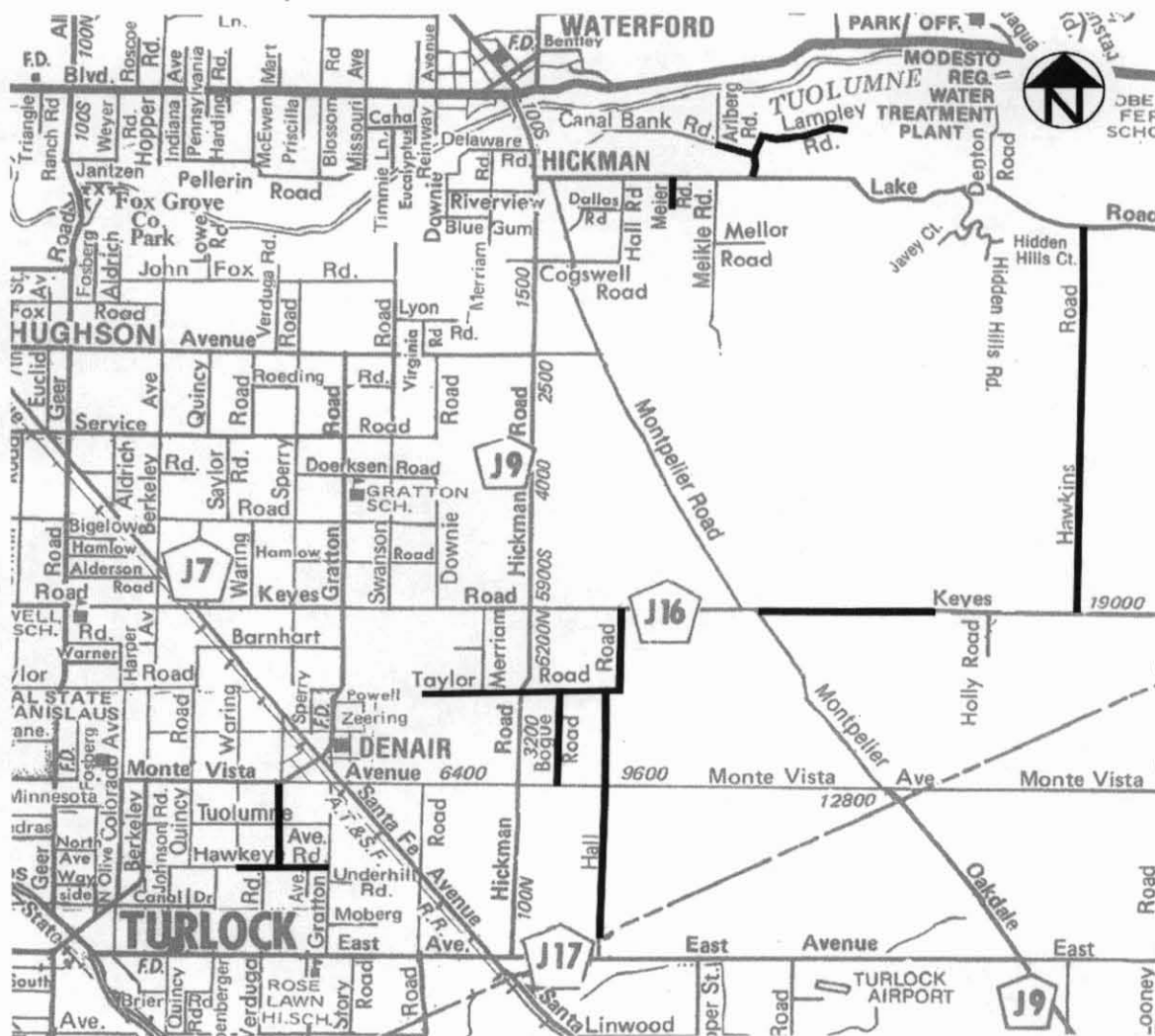
- Blaker Road (Grayson Road to Keyes Road)
- Simmons Road (Central Avenue to Mitchell Road)
- Moffett Road (Bradbury Road to Simmons Road)
- Harding Road (Walnut Road to Washington Road)
- Silva Road (Tegner Road to West End)
- Idaho Road (Tegner Road to Washington Road)



PROJECT LOCATION
NOT TO SCALE

Stanislaus County Department of Public Works 2008 Chip Seal Program

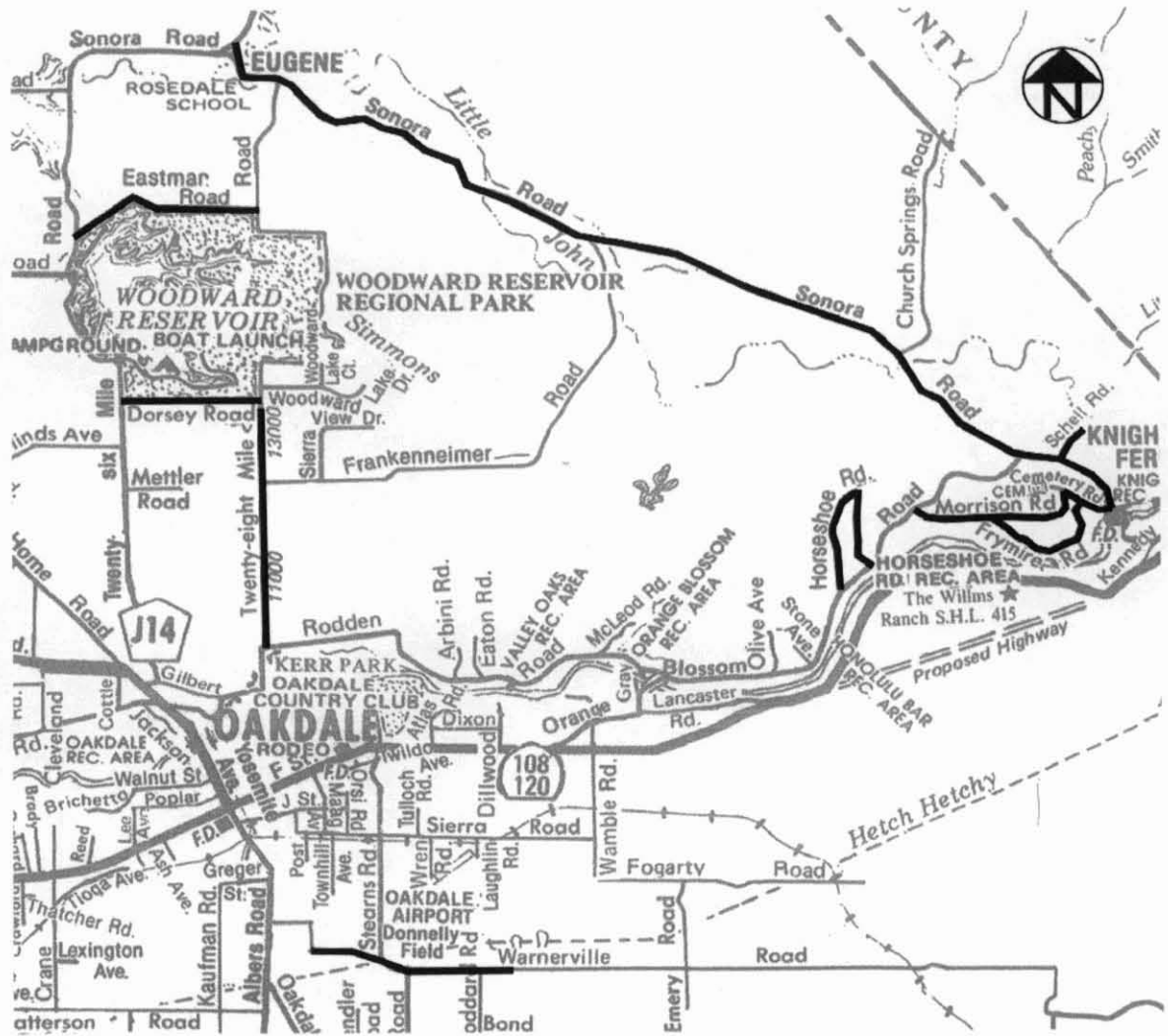
- Meier Road (Lake Road to End)
- Canal Bank Road (Lamley Road to Driberg Road)
- Lamley Road (Lake Road to End)
- Hawkins Road (2.5 miles North of Keyes Road to Lake Road)
- Taylor Road (Hall Road to End)
- Bogue Road (Taylor Road to Monte Vista Avenue)
- Hall Road (Keyes Road to Merced County)
- E. Hawkeye Avenue (N. Waring Road to Gratton Road)
- Lester Road (Hawkeye Road to E. Monte Vista Avenue)
- Keyes Road (Montpelier Road to 2 Miles East)



PROJECT LOCATION
NOT TO SCALE

Stanislaus County Department of Public Works 2008 Chip Seal Program

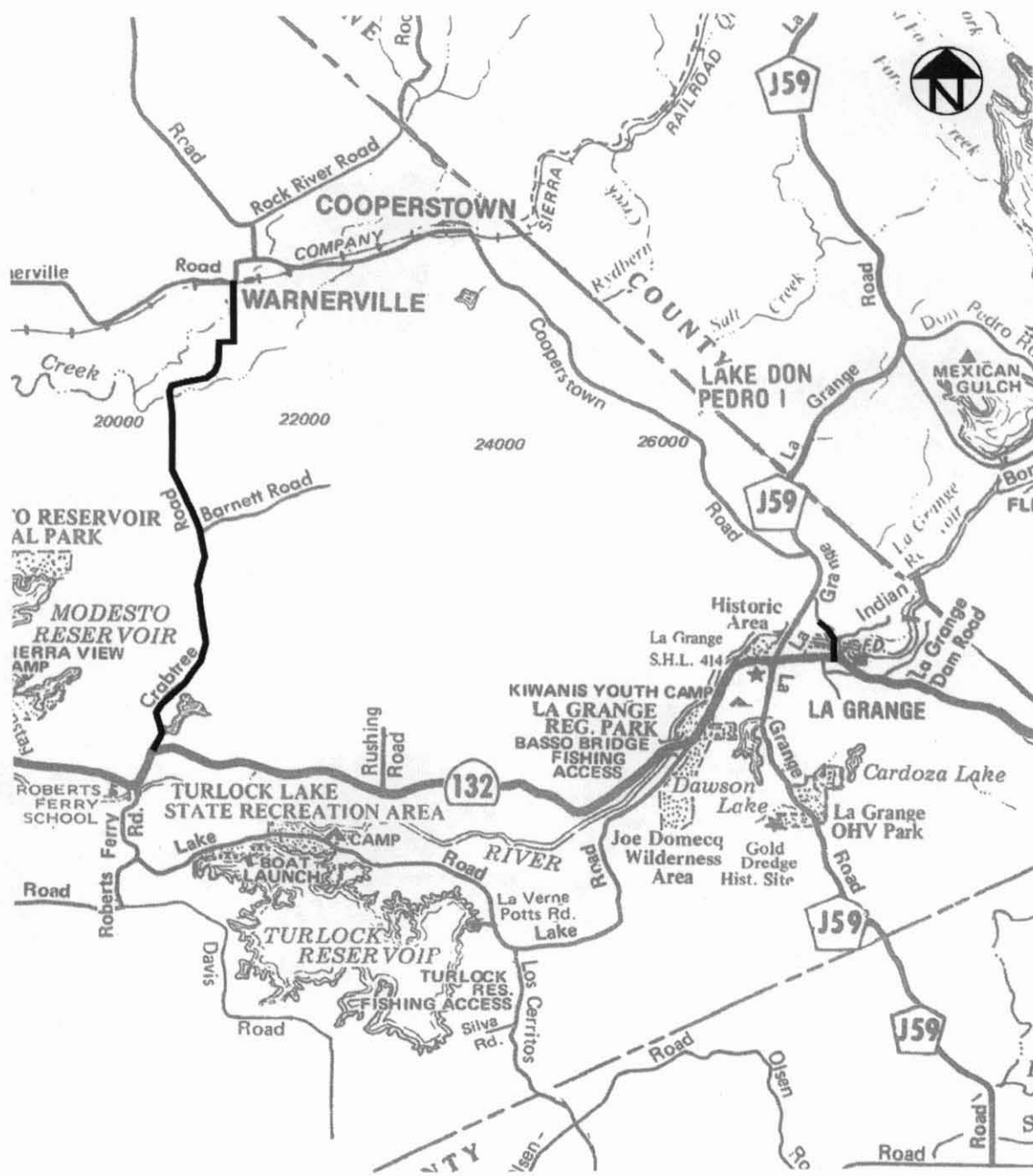
- Eastman Road (26 Mile Road to 28 Mile Road)
- Dorsey Road (26 Mile Road to 28 Mile Road)
- 28 Mile Road (Rodden Road to 2.8 Miles North)
- Horseshoe Road (Orange Blossom Road to Orange Blossom Road)
- Schell Road (Orange Blossom Road to End)
- Morrison Road (Orange Blossom Road to Cemetery Road)
- Frymire Road (Morrison Road to Cemetery Road)
- Cemetery Road (Morrison Road to Sonora Road)
- Sonora Road (Cemetery Road to Milton Road)
- Warnerville Road (Oakdale City Limits to 2 Miles East)



PROJECT LOCATION
NOT TO SCALE

Stanislaus County Department of Public Works 2008 Chip Seal Program

Crabtree Road (State Route 132 to Warnerville Road)
North Old La Grange Road (Junction 59 to Covered Bridge)



PROJECT LOCATION
NOT TO SCALE

FORM OF BID

**STANISLAUS COUNTY GSA PURCHASING DIVISION
COUNTY OF STANISLAUS, STATE OF CALIFORNIA**

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below.

| Item | Est. Qty | Unit | Description | Unit Cost | Ext. Amount |
|------|----------|------|---|-----------|-------------|
| 1 | 1639.00 | Tons | Supply Asphalt Emulsion per enclosed specifications, drawings, and terms and conditions. | \$ | \$ |
| 2 | | | Cost of Bid Bond | | \$ |
| 3 | | | Cost of Performance Bond | | \$ |
| 4 | | | Cost of Payment Bond | | \$ |
| | | | TOTAL COST OF THE PROJECT | | \$ |
| | | | | | |
| | | | | | |

F.O.B. - Destination

Prompt Payment Discount

Cash discount of _____% for payment within _____ calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, **whichever is later**. Discount offered with payment terms of less than **(20)** calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that **none** is offered and that the terms are **Net 30 days**.

Payment and Invoicing

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

The undersigned bidder has examined all of the documents and specifications.

DATE: _____

CONTRACTOR'S SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

DO NOT DETACH THIS SHEET – SUBMIT ENTIRE BID PACKAGE AS YOUR BID

SUBCONTRACTOR LIST

Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of half of one percent of the total bid or \$10,000, whichever is greater. This is in accordance with the subletting and Subcontracting Fair Practices Act, commencing the Section 4100 of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

| | <u>TYPE OF SUBCONTRACT</u> | <u>LICENSE NO.</u> | <u>NAME & ADDRESS OF SUBCONTRACTOR</u> |
|-----|----------------------------|--------------------|--|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |
| 11. | _____ | _____ | _____ |
| 12. | _____ | _____ | _____ |
| 13. | _____ | _____ | _____ |
| 14. | _____ | _____ | _____ |
| 15. | _____ | _____ | _____ |
| 16. | _____ | _____ | _____ |
| 17. | _____ | _____ | _____ |
| 18. | _____ | _____ | _____ |

(Signed) _____
Contractor

COUNTY OF STANISLAUS

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 the County of Stanislaus 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 the County of Stanislaus 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/it 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: _____

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Dated: _____

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

We, _____ as Principal, and _____ as Surety are bound unto the County of Stanislaus, Department of Public Works, hereinafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principle submitted to the Obligee for the work described below, for the payment of which we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for:

BID NAME
BID NO. _____

for the bids are to be opened at Modesto, California on _____, **200**.

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 accordance 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 force.

In the event suit is brought upon this bond by the Obligee and judgement 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

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____ SS

On this _____ day of _____ in the year 20 _____, before me, a notary public in and for the county and _____ state aforesaid, _____ personally appeared known to me to be the person whose name is subscribed to this instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he subscribed the name of said company thereto as surety, and his own name as attorney-in-fact.

(seal)
Notary Public

**FORM OF CONTRACT BOND
(RECOMMENDED)**

FAITHFUL PERFORMANCE

Know All Men by These Presents:

WHEREAS _____ as Contractor and Principal, and _____ as Surety, are held and firmly bound unto the County of Stanislaus, State of California, Obligees, in _____ (\$ _____) lawful money of the United States of America, for the payment whereof well and truly to be made we and each of us, jointly and severally, bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of the above obligation is such that whereas the above bounded Contractor and Principal has entered into a contract with the Obligees dated _____, 20____, to perform all work and furnish all the labor, material and equipment for:

BID NAME: _____
BID NO. _____

as is more fully set forth in said contract.

NOW, THEREFORE, if the above bounded Contractor and Principal shall well and truly perform the work agreed to be performed under said contract, then obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand this ____ day of _____, 20____.

Contractor and Principal

Surety

(NOTE: The bond must be acknowledged before a Notary Public by both the Contractor and the Surety.)

**FORM OF CONTRACT BOND
(RECOMMENDED)
PAYMENT**

Know All Men by These Presents:

WHEREAS, _____ as Contractor and Principal, has entered into a contract for:

BID NAME: _____
BID NO. _____

with the County of Stanislaus, dated _____, 20_____, to perform all work and furnish all labor, material, equipment, mechanical workmanship, transportation and services in accordance with the plans and specifications therefore required in the performance thereof, as is more fully set forth in said contract, which said contract is referred to and by reference made a part hereof; and,

WHEREAS, Division 3, Part 4, Title 15, Chapter 7, Section 3247, et seq, of the Civil Code requires that every person to whom is awarded a contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00) for any public work shall, before entering upon the performance of the work, file a Payment Bond with and approved by the officer of public entity by whom the contract was awarded.

WITNESSETH

That the said Contractor and Principal, and _____ as Surety, are held and firmly bound unto the County of Stanislaus in the sum of _____ (\$ _____) lawful money of the United States of America being not less than the total amount payable by the terms of said contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of the above obligation is such that if the said Contractor in said contract, or his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from wages of employees of the Contractor and subcontractors pursuant to Section 13020 of 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 pursuant to Section 18806 of the Revenue and Taxation Code, the said Surety will pay for the same, in an amount not exceeding the sum herein before specified, and, also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court, otherwise the bond shall be null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on this bond, and it hereby does waive any notice of any such changes, extension, alteration or addition.

IN WITNESS WHEREOF, we have hereunto set our hand this _____ day of _____, 20_____.

_____ Surety

Contractor and Principal
Approved this _____ day of _____, 20_____

Note: The bond must be acknowledged before a Notary Public by BOTH the Contractor and the Surety.

**CERTIFICATE OF INSURANCE
CHECKLIST**

Contractor/Consultant _____

BID/RFP No. _____

- | | <u>Gen. Liab.</u> | <u>Auto</u> | <u>Wrkrs. Comp.</u> | <u>Aggreg.</u> |
|--|--------------------------|--------------------------|--------------------------|----------------|
| <input type="checkbox"/> The correct contractor/consultant name is listed | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> NAIC # of insurers is provided on the certificate | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> Policy limits of insurance meet requirements in the agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | □ |
| <input type="checkbox"/> Deductibles are declared and approved or waived by County | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> Expiration date of policy is 6 months or more into the future | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> 30 - day notice of cancellation included | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> Certificate Holder is "Stanislaus County" (Note: "Stanislaus County - CSA" for example is not acceptable) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> Endorsement naming "Stanislaus County" as "Additional Insured" included | <input type="checkbox"/> | <input type="checkbox"/> | N/A | N/A |
| <input type="checkbox"/> Waiver of Subrogation endorsement included (Worker's Compensation only) | | | | |
| <input type="checkbox"/> Carrier is admitted/licensed to issue insurance in California. (NOTE: LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, run by County Counsel.) http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\$.startup | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> Best's rating of no less than A-, and Financial Size Category of at least VII (for all "Insurers" listed on Certificate; State Fund is okay/an exception) http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> Pollution Insurance requirement (if applicable) | | | | |

Comments: _____

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid is in legal form unless in full compliance with the following instructions.

1. Bid must be submitted on the form provided. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be considered by GSA Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be considered for evaluation. Bids shall be opened and read in public at 2:30 p.m. on said date at the above location. The awarding of the contract, (if awarded), will be made by said Stanislaus County GSA Purchasing Division as soon thereafter as practicable. No bid may be withdrawn within 30 days after time of opening.

2. Alternate Bids shall be considered unless otherwise stipulated, however, not in lieu of the original bid request.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required.
 - a) Bidder's Security
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the bidder's security is in the amount of ten percent (10%).
 - b) Performance Bonds
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
 - c) Payment Bonds
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.
8. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.
9. Bidder shall submit the following documents as a response to this Bid:

- a) Return entire Bid package completed and signed.
 - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
 - c) All exceptions to the bid package terms and conditions, the sample contract language and the insurance Requirements must be noted.
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.
11. The Stanislaus County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid, which is incomplete, obscure, or irregular, may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid, which omits a bid on any one or more items in the price sheet, may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County Purchasing Division reserves the right to reject the bid 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 bid. 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 bid.

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 Stanislaus County Purchasing Division.

12. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- (3) "Interested Party" means an actual or prospective bidder or proposer.
- (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
 - (a) Include the name, address, and business telephone number of the protestor;
 - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- (3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors prior to the contract award date, which is given in the Notice of intent to Award. The Board of Supervisors shall be review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds

SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.

ADDITIONAL TERMS AND CONDITIONS

A. Address Change

Vendors are responsible for notifying the Stanislaus County GSA Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County GSA Purchasing Division, P. O. Box 3229, Modesto, CA 95354.

B. Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354
Attn: Cathy Blair
(209) 525-6319
Fax: (209) 525-7787
Email: blairc@stancounty.com

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County GSA Purchasing Division. Notification is to be in written form and must be submitted at least **five (5) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

C. 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 referencing the bid number and project name, addressed and forwarded to the Stanislaus County GSA Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

D. 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.

E. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and should be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

F. 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.

G. Sample Agreement

A sample Agreement is attached for the purpose of informing the Bidder of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

H. Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

I. Acceptance of Bids and Its Effect

Within 30 days after the opening of the Bids, the Stanislaus County GSA Purchasing Division will act upon them. The acceptance of a bid will be notice in writing signed by a duly authorized representative of the Stanislaus County GSA Purchasing Division and no other act of the Stanislaus County GSA Purchasing Division shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph K. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Stanislaus County GSA Purchasing Division.

J. Determination of Low Bidder

Except where the Stanislaus County GSA Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County GSA Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

K. Time for Executing Contract and Damages for Failure to Execute

Any bidder whose bid shall be accepted will be required to execute the contract within ten (10) days after the date that the contract documents are mailed to him by the County of Stanislaus. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the bid.

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 bid of such bidder shall be forfeited and applied by the Stanislaus County GSA Purchasing Division as liquidated damages for such breach. The Stanislaus County GSA Purchasing Division may, at its option, determine that a bidder has abandoned the contract and thereupon the bid and the acceptance shall be null and void, if any bidder whose bid has been accepted, fails or refuses to execute the contract as accepted herein provided. The County shall be entitled to liquidated damages as provided in the General Conditions, "Liquidated Damages" paragraph. In such event, the Stanislaus County GSA Purchasing Division may award the contract to the next lowest responsible bidder or bidders.

L. Liquidated Damages

The amount of the liquidated damages to be paid by Contractor to the County for failure to complete the entire work by the completion date (as extended, if applicable) will be \$500.00 for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the County resulting from Contractor's default.

M. Time for Beginning and Completing the Work

The Contractor shall commence the work within ten (10) working days after the date specified in the Notice to Proceed given to him by the Stanislaus County GSA Purchasing Division to commence work, and he shall complete the work within the specified time. The date of the Notice to Proceed shall constitute the first working day.

N. 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 2.13 without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies which 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.

O. Termination for Default

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

P. Default by Contractor

In case of default by Contractor, the County reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by the County thereof.

Q. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

R. Insurance Provisions

The insurance provisions contained in Section 2.16 "Insurance" of the sample Agreement are hereby made a part of this bid and any resultant contract. The Bidder shall acknowledge in their Bid responses their ability to meet the below insurance requirements and the requirements contained in Section 2.16 of the sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the Bid response. The Consultant awarded the Agreement shall provide the County with a certificate of insurance and endorsements meeting and/or containing the following:

- Policy limits of insurance as required on page 27a thru 27d
- Deductibles shall be declared
- NAIC# for insurers shall be provided on the certificate
- 30 - day notice of cancellation
- Certificate Holder is "Stanislaus County"
- Endorsement naming "Stanislaus County" as additional insured (GL and Auto)
- Waiver of subrogation (Worker's Compensation Section 2.16.1 (d) of the sample Agreement)
- Carrier admitted/licensed to issue insurance in California
- Best's rating of no less than A-, and Financial Size Category of at least VII

An Insurance Checklist is included in this Bid Package.

INSURANCE REQUIREMENTS

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

Insurance Requirements.

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 **[\$5,000,000]** each occurrence, **[\$5,000,000]** general aggregate limit, and **[\$5,000,000]** 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.

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.

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.

Required Endorsements: The policies required herein shall be endorsed, in a form and manner acceptable to County, as follows:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

Each Professional shall maintain the following insurance at its sole cost and expense:

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.

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.

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.



CONTRACT NUMBER _____

GSA PURCHASING AGENT
1010 Tenth Street, Suite 5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

SAMPLE

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2008, by and between _____ whose place of business is located at _____ ("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. _____ adopted on the _____ day of _____, 2008 awarded to Contractor the following Contract:

2008 CHIP SEAL PROGRAM (OIL CONTRACT)

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

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

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

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Thirty (30) Working Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay 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
- Special Provisions
- Construction Performance Bond
- Construction Labor and Material Payment Bond
- General Conditions
- Supplementary General Conditions
- Addenda
- Construction Details
- Drawings
- Encroachment Permit [If applicable]

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

Article 7. 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:

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. _____

END OF DOCUMENT

SAMPLE