

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

DEPT: Public Works

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE July 22, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award Contract to Telfer Oil Company, of Martinez, California, for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion)

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$1,381,677 to Telfer Oil Company, of Martinez, California, for the construction of the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion).
2. Authorize the Public Works Director to execute a contract with Telfer Oil Company, for \$1,381,677 and to sign necessary documents.
3. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$1,381,677 will be satisfied with funds available from discretionary local funds. These funds are available in the Fiscal Year 2008-2009 Public Works Road Operations Budget. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-539

On motion of Supervisor Monteith, Seconded by Supervisor Grover  
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to Telfer Oil Company, of Martinez, California, for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion)

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

DISCUSSION:

The Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) consists of sealing 80 miles of existing County roadways with polymer modified asphalt emulsion and 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. Department of Public Works staff will provide the labor to complete this project.

This project is a preventative maintenance step. The roads chosen for this project in general are roads with an Average Daily Traffic (ADT) count of 500 vehicles or less. These roads are low to medium volume roads that chip seal can protect. Chip seal is 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. Cemetary Road (Morrison Road to Sonora Road)
4. Frymire Road (Morrison Road to Cemetary Road)
5. Morrison Road (Orange Blossom Road to Cemetary 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)

Approval to Award Contract to Telfer Oil Company, of Martinez, California, for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion)

20. Harding Road (Walnut Road to Washington Road)
21. Blaker Road (Grayson Road to Keyes Road)
22. Schell Road (Orange Blossom Road to End)
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 Road to Newman City Limits and I-5 to Eastin Road)
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 (Cemetary Road to Milton Road)

On June 3, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion) and directed the General Services Agency Director/Purchasing Agent to publish the notice inviting bids.

On June 25, 2008, three sealed bids were received, publicly read and opened. A summary of the bids follows:

<b>CONTRACTOR</b>	<b>BID</b>
Telfer Oil Company	\$1,381,677.00
VSS Emultech	\$1,410,762.00
Western Emulsions, Inc.	\$1,570,823.25

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

Approval to Award Contract to Telfer Oil Company, of Martinez, California, for the Stanislaus County 2008 Chip Seal Program (Asphalt Emulsion)

The engineer's estimate for the project was \$1,425,930. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Telfer Oil Company, of Martinez, California, in the amount of \$1,381,677.

**POLICY ISSUES:**

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

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

PS:sr  
L:\ROADS\2008 Chip Seal\Award contract

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

**TRANSMITTAL**

Date: September 10, 2008  
To: Suzi Seibert, Assistant Clerk of the Board  
Re: Attachments for Item \*C-1, July 22, 2008  
From: Linda Allsop, Morgan Road  
209-525-4157

Hi Suzi:

Enclosed are the attachments for Item \*C-1, July 22, 2008 - Award contract to Telfer Oil Company for the 2008 Chip Seal Program (Oil Contract).

- All submitted bids (copies of originals - Purchasing handled the bid process and they have the original bids)
- Agreement with Telfer Oil Company
- Detailed bid results

**STANISLAUS COUNTY PUBLIC WORKS**

**2008 CHIP SEAL PROGRAM**

**Bid Opening: June 25, 2008**

**ENGINEER'S ESTIMATE: \$1,425,930.00**

No.	Contractor	Address	Bid Amount
1	Telfer Oil Company	211 Foster Street Martinez, CA 94553	\$1,381,677.00
2	VSS Emultech		\$1,410,762.00
3	Western Emulsions		\$1,570,823.25
4			
5			
6			
7			
8			
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10			
11			
12			

**STANISLAUS COUNTY PUBLIC WORKS DEPARTMENT**

**2008 CHIP SEAL PROGRAM**

**BID OPENING: JUNE 25, 2008**

<b>STANISLAUS COUNTY</b>				<b>Engineer's Estimate</b>		<b>Telfer Oil Company</b>		<b>VSS Emultech</b>		<b>Western Emulsions</b>	
<b>NO.</b>	<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>TOTAL</b>	<b>PRICE</b>	<b>TOTAL</b>	<b>PRICE</b>	<b>TOTAL</b>	<b>PRICE</b>	<b>TOTAL</b>
1	Supply Asphalt Emulsion per enclosed specifications, drawings, and terms and conditions.	1,639	Tons	\$870.00	\$1,425,930.00	\$843.00	\$1,381,677.00	\$858.00	\$1,406,262.00	\$946.80	\$1,551,805.20
2	Cost of Bid Bond				\$0.00		\$0.00		\$300.00		\$0.00
3	Cost of Performance Bond				\$0.00		\$0.00		\$2,100.00		\$19,018.05
4	Cost of Payment Bond				\$0.00		\$0.00		\$2,100.00		\$0.00
<b>TOTAL</b>					<b>\$1,425,930.00</b>		<b>\$1,381,677.00</b>		<b>\$1,410,762.00</b>		<b>\$1,570,823.25</b>

## AGREEMENT

THIS AGREEMENT, dated this **22nd** day of **July, 2008**, by and between **Telfer Oil Company**, whose place of business is located at **211 Foster Street, Martinez, California** ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2008-539 on the 22 day of July, 2008 awarded to Contractor the following Contract:

### CONTRACT NUMBER 2008-9

### 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.

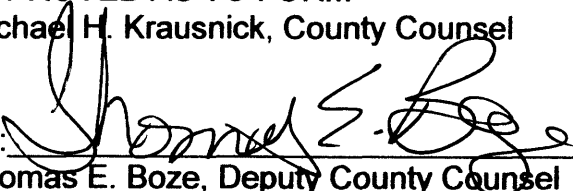
**COUNTY OF STANISLAUS**

**CONTRACTOR:**

By:   
Matthew Machado, Director of Public Works

By:   
Its: Michael S. Tekler, Managing General Agent  
Title (If Corporation: Chairman, President or Vice President)

APPROVED AS TO FORM  
Michael H. Krausnick, County Counsel

By:   
Thomas E. Boze, Deputy County Counsel

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

COUNTY RESOLUTION NO. 2008-539

END OF DOCUMENT

**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.	\$843.00	\$1,381,677.00
2			Cost of Bid Bond		\$ 0
3			Cost of Performance Bond		\$ 0
4			Cost of Payment Bond		\$ 0
			<b>TOTAL COST OF THE PROJECT</b>		\$1,381,677.00

**F.O.B. - Destination**

**Prompt Payment Discount**

Cash discount of 10 % for payment within 20 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: June 23, 2008

CONTRACTOR'S SIGNATURE:

TITLE:

COMPANY NAME:

*[Handwritten Signature]*  
Executive Vice President  
Telter Oil Company

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



**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

**COPY**

**INVITATION TO BID**

**BID NO. #08-26-CB**

**PROJECT NAME:**

**2008 CHIP SEAL PROGRAM (OIL CONTRACT)**

**BID INFORMATION:**

<b>BID RESPONSE DATE:</b> June 25, 2008	<b>BID RESPONSE TIME:</b> "NO LATER THAN 2:30"
<p><b>DELIVER BID RESPONSES TO:</b>          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><b>MANDATORY ATTENDANCE AT PRE-BID CONFERENCE REQUIRED:</b> 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><b>BIDDERS COMPANY NAME:</b> <u>Telfer Oil Company</u>          (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. 1 Dated 06/16/08 Date Received 06/16/08 Initials [Signature]  
Addendum No. 2 Dated 06/16/08 Date Received 06/16/08 Initials [Signature]  
Addendum No. 3 Dated 06/18/08 Date Received 06/18/08 Initials [Signature]  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Bidder's Name (Printed): John A. Telfer  
Bidder's Signature: [Signature]  
Bidder's Title: Executive Vice President

**BOND REQUIREMENTS \***

Bid Security required	Yes	Amount \$ 10% of the Project Price
Performance bond required	Yes	Amount \$ 100%
Payment bond required	Yes	Amount \$ 100%

\*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



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

## ADDENDUM NO. 1 BID No. 08-26-CB

To: All Prospective Bidders

June 16, 2008

Prospective Bidders for the BID #08-26-CB R2008 CHIP SEAL PROGRAM (OIL CONTRACT) are hereby notified of the following MAPS:

Please note the attached 2008 Chip Seal Program vicinity maps, project location, if you had difficulty accessing pages 8 through 13 of the BID document #08-26-CB.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID #BID NO. 08-26-CB.**

Please submit further requests for clarification to: [blairc@co.stanislaus.ca.us](mailto:blairc@co.stanislaus.ca.us)

Proposer

A handwritten signature in black ink, appearing to be 'John A. Lewis', written over a horizontal line.

Cathy Blair  
Buyer

A horizontal line intended for the signature of Cathy Blair.



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

## ADDENDUM NO. 2 BID No. 08-26-CB

To: All Prospective Bidders

June 16, 2008

Prospective Bidders for the BID #08-26-CB 2008 CHIP SEAL PROGRAM (OIL CONTRACT) you are hereby notified of the Engineer's Estimate for this project:

*The Engineer's Estimate for this contract is 1.5 million dollars.*

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID #BID NO. 08-26-CB.**

Please submit further requests for clarification to: [blairc@co.stanislaus.ca.us](mailto:blairc@co.stanislaus.ca.us)

  
Proposer

\_\_\_\_\_  
Cathy Blair  
Buyer



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

## ADDENDUM NO. 3 BID No. 08-26-CB

To: All Prospective Bidders

June 18, 2008

Prospective Bidders for the BID #08-26-CB 2008 CHIP SEAL PROGRAM (OIL CONTRACT) you are hereby notified of the Pricing Index:

### COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract item:

ITEM NO.	ITEM
2	POLYMER MODIFIED ASPHALT EMULSION

The compensation payable for Polymer Modified Asphalt Emulsion will be increased or decreased in conformance with the provisions of this section for asphalt price fluctuations exceeding 10 percent (lu/lb is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of Polymer Modified Asphalt Emulsion is included in a monthly estimate:

A. Total monthly adjustment = AQ

B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90(lu/lb - 1.10) lb$$

C. For a decrease in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (lu/lb - 0.90) lb$$

D. Where:

A = Adjustment in dollars per Ton of Polymer Modified Asphalt Emulsion rounded to nearest \$0.01.

lu = The California Statewide Paving Asphalt Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Index for the month in which the bid opening for the project occurred.

Q = Quantity in Tons of Polymer Modified Asphalt Emulsion shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the County for decreased compensation adjustments and the County may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provision in Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day on the month by the Caltrans Office Engineer using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

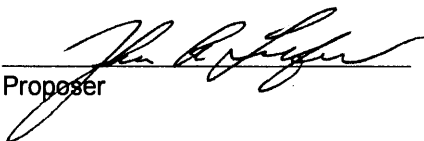
In the event that the companies discontinue posting their prices for a field, the County will determine an index from the remaining posted prices. The County reserves the right to include in the index determination the posted prices of additional fields.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID #BID NO. 08-26-CB.**

Please submit further requests for clarification to: [blairc@co.stanislaus.ca.us](mailto:blairc@co.stanislaus.ca.us)

Proposer



Cathy Blair  
Buyer

**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.	\$843.00	\$1,381,677.00
2			Cost of Bid Bond		\$ 0
3			Cost of Performance Bond		\$ 0
4			Cost of Payment Bond		\$ 0
			<b>TOTAL COST OF THE PROJECT</b>		\$1,381,677.00

**F.O.B. - Destination**

**Prompt Payment Discount**

Cash discount of 10 % for payment within 20 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: June 23, 2008

CONTRACTOR'S SIGNATURE: [Signature]  
 TITLE: Executive Vice President  
 COMPANY NAME: Telter Dil Company

**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 &amp; ADDRESS OF SUBCONTRACTOR</u>
1.			
2.			
3.			
4.			
5.			
6.			NONE USED.
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.

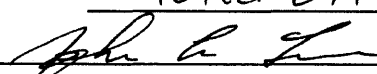
In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

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: Telfer Oil Company  
By:   
Name: John A. Telfer (Signature)  
Title: Executive Vice President (Printed)  
Dated: June 23, 2008



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

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

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of any one 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.

**DECLARATION UNDER PENALTY OF PERJURY**

The undersigned Bidder declares and certifies under the penalty of perjury: that the only persons or parties interested in this bid as principals are those named herein as Bidder, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this bid; that the undersigned has examined the "General Conditions and Instructions to Bidders" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this bid, that the undersigned (if awarded the contract) will execute and fully perform the contract for which the bids are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the attached schedule "Form of Bid" and "Article V" of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this bid is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Bidder:

Telfer Oil Company

\*Type of Business:

- Individual doing business under own name  
 Individual doing business using a firm name  
 Joint Venture (Please attach Joint Venture Agreement)
- Corporations  
 Partnership

Business Address:

P.O. Box 709

City, State, Zip Code:

Martinez, CA 94553

Dated:

June 23, 2008

By:

*John A. Telfer*

Name:

John A. TELFER

(Print Initials)

Title:

Executive Vice President

(Type or Print Name)

Email Address:

jatelfer@telferoil.com

Telephone Number:

(925) 228-1515

Fax Number:

(925) 229-3955

\*To be signed by authorized corporate officer or partner or individual submitting the bid.

**EXAMPLE**

If Bidder is:

Sign:

- |   |   |
|---|---|
| 1. An individual doing business under own name..... | Your name only  |
| 2. An individual using a firm name .....            | John Doe, an individual doing business as Blank Company                                     |
| 3. A Partnership .....                              | John Doe and Richard Roe, partners doing business as<br>Blank Company, By John Doe, partner |
| 4. A Corporation.....                               | Blank Company, by John Doe, secretary (or other title)                                      |

**Note:** The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.