

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

DEPT: Public Works

BOARD AGENDA # *C-3

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 Teichert Construction of Turlock, California, for the Salida Boulevard Corridor Plan

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$2,422,006.95 to Teichert Construction of Turlock, California, for the construction of the Salida Boulevard Corridor Plan.
2. Authorize the Director of Public Works to execute a contract with Teichert Construction, for \$2,422,006.95 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$2,794,206.95 (\$2,422,006.95 contract, \$105,000 construction quality assurance, \$25,000 material testing, \$242,200 contract change orders and contingencies) will be satisfied with funds available from \$1,800,000 of Environmental Impact Report (EIR) Traffic Mitigation Fees, \$500,000 EIR Salida Storm Drain Funds, \$250,000 Stanislaus County Redevelopment Funds, and \$250,000 Stanislaus County Public Works Road Fund-Proposition 1B monies. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-541

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) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to Teichert Construction of Turlock, California, for the Salida Boulevard Corridor Plan

4. Authorize the Director of Public Works to execute change orders in accordance with Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.
6. Authorize the Director of Public Works to utilize savings in the Pirrone Road Overlay Project to improve pedestrian access at the Broadway/Union Pacific Railroad Crossing.

DISCUSSION:

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

In addition, there are savings from the Pirrone Road Realignment Project that are recommended to be used for improving pedestrian access across the Union Pacific Railroad on Broadway Avenue. It was noted during project review that this pedestrian crossing was deficient. The Pirrone Road realignment was estimated at \$900,000, however, the actual cost of construction was slightly less than \$600,000. Public Works recommends the remaining funds be used to improve pedestrian access across the Union Pacific Railroad on Broadway Avenue. The first phase of the pedestrian crossing would be to design the new crossing.

The crossing at Broadway and the Union Pacific Railroad does not have sidewalks. The current crossing forces pedestrians either over the rails or onto the traveled way of Broadway Avenue to cross the tracks. Public Works has initially met with the California Public Utilities Commission, Caltrans, Union Pacific and the consultants for the future Kiernan Interchange to discuss the potential for a new crossing. The crossing is not part of the original Salida Boulevard project, nor if it part of the Kiernan Interchange project. This project was determined to be categorically exempt from the California Environmental Quality Act and the exemption was posted at the Clerk-Recorders Office on May 12, 2008.

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

Approval to Award Contract to Teichert Construction of Turlock, California, for the Salida Boulevard Corridor Plan

On May 20, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Salida Boulevard Corridor Plan and directed the Clerk of the Board to publish the notice inviting bids.

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

CONTRACTOR	BID
Teichert Construction	\$2,422,006.95
Granite Construction, Co.	\$2,497,786.50
George Reed, Inc.	\$2,577,315.29
Top Grade Construction, Inc.	\$2,671,989.19

The engineer's estimate for the budget of the project is \$2,856,892. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Teichert Construction, in the amount of \$2,422,006.95.

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.

RM:sr
L:\roads\9430-salidablvd\improvementproject\design\boarditems\awardconstructioncontract

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer budget to Salida Blvd Corridor Project	
Period	JUL-07 to JUN-08	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9430	0	0	250,000.00				
2	1102	40310	65660	0	0	0		250,000.00			
3							.0				
4							.0				
5							.0				
6							.0				
7							.0				
8							.0				
9							.0				
10							.0				
11							.0				
12							.0				
13							.0				
14							.0				
15							.0				
16							.0				
17							.0				
18							.0				
19							.0				
20							.0				
21							.0				
22							.0				
23							.0				
24							.0				
25							.0				
Totals							250,000.00	250,000.00			

Transfer budget to Salida Blvd Corridor Project

Requesting Department	Auditors Office Only
Sharon Andrews	Tom Fluer
Signature	Prepared By
7/7/08	Admin Approval (\$75K+)
Date	7/8/08
	Date

Contact Person & Phone Number

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

TRANSMITTAL

Date: September 9, 2008
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachments for Item *C-3, July 22, 2008
From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Enclosed are the attachments for Board Item *C-3, July 22, 2008 - Approval to Award contract to Teichert Construction of Turlock, California, for the Salida Boulevard Corridor Plan.

- All submitted bids
- Agreement with Teichert Construction
- Detailed bid results

AGREEMENT

THIS AGREEMENT, dated this **22nd** day of **July, 2008**, by and between **Teichert Construction Company** whose place of business is located at **835 South Kilroy Road, Turlock, 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. 2008-541 adopted on the 22 day of July, 2008 awarded to Contractor the following Contract:

CONTRACT NUMBER 2008-3

SALIDA BOULEVARD CORRIDOR PLAN

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

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

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

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

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 150 Working Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

- 3.2.1 TWO THOUSAND FIVE HUNDRED dollars (\$2,500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.**

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

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

Article 4. Contract Sum

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

Article 5. Contractor's Representations

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

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

Article 6. Contract Documents

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

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

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

Article 7. Indemnity

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

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

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: SPECIFICATIONS AND PLANS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the

Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

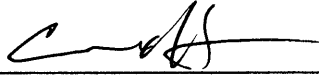
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

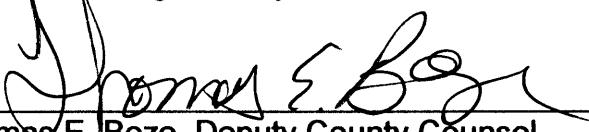
COUNTY OF STANISLAUS

CONTRACTOR: Insert Contractors Name

By: 
Matthew Machado, Director of Public Works

By: 
Its: Clark Hulbert
Vice President & Turlock District Manager
Title (If Corporation: Chairman, President or Vice President)

APPROVED AS TO FORM
John P. Dpering, 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. _____

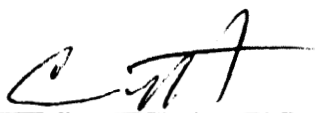
END OF DOCUMENT

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

No.	CONTRACTOR'S BID DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	TRAFFIC CONTROL SYSTEM	LS	1	89,000 ⁰⁰	89,000 ⁰⁰
2	CONSTRUCTION AREA SIGNS	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
3	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	8,000 ⁰⁰	32,000 ⁰⁰
4	WATER POLLUTION CONTROL	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
5	RESET MAILBOX	EA	2	150 ⁰⁰	300 ⁰⁰
6	RESET ROAD SIDE SIGN (ONE POST)	EA	1	100 ⁰⁰	100 ⁰⁰
7	RESET ROAD SIDE SIGN (TWO POST)	EA	1	300 ⁰⁰	300 ⁰⁰
8	SALVAGE ROAD SIGN (ONE POST)	EA	10	50 ⁰⁰	500 ⁰⁰
9	ADJUST FRAME & COVERS & GRATES TO GRADE	EA	22	700 ⁰⁰	15,400 ⁰⁰
10	REMOVE CONCRETE CURB	LF	1,615	2 ⁰⁰	3,230 ⁰⁰
11	ABANDON CULVERT	LF	220	6 ⁰⁰	1,320 ⁰⁰
12	CLEARING AND GRUBBING	LS	1	20,000 ⁰⁰	20,000 ⁰⁰
13	ROADWAY EXCAVATION (F)	CY	4,850	30 ⁰⁰	145,500 ⁰⁰
14	DETENTION BASIN EXCAVATION (F)	CY	590	20 ⁰⁰	11,800 ⁰⁰
15	AGGREGATE BASE	TON	5,257	20 ⁰⁰	105,140 ⁰⁰
16	ASPHALT CONCRETE (TYPE "A")	TON	11,239	80 ⁰⁰	899,120 ⁰⁰
17	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREAS)	SY	790	10 ⁰⁰	7,900 ⁰⁰
18	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	8,766	0.85	7,451 ¹⁰
19	PLACE ASPHALT CONCRETE (SIDEWALK)	SF	17,024	0.70	11,916 ⁸⁰
20	PAVEMENT REINFORCING FABRIC	SY	30,906	6 ¹⁰	188,526 ⁶⁰
21	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	1055	6 ⁰⁰	6,330 ⁰⁰
22	18" REINFORCED CONCRETE PIPE	LF	1,591	94 ⁰⁰	149,554 ⁰⁰
23	18" CORRUGATED STEEL PIPE (0.105 inches)	LF	66	50 ⁰⁰	3,300 ⁰⁰
24	DRAIN INLET (PLATE 4-G1)	EA	2	2,000 ⁰⁰	4,000 ⁰⁰
25	CATCH BASIN (PLATE 4-G5)	EA	4	2,800 ⁰⁰	11,200 ⁰⁰
26	VERTICAL DRAIN	EA	1	4,000 ⁰⁰	4,000 ⁰⁰
27	18" CONCRETE FLARED END SECTION	EA	12	800 ⁰⁰	9,600 ⁰⁰
28	OPEN CONCRETE PIPE DRAIN (W/ STEEL LID)	EA	6	2,000 ⁰⁰	12,000 ⁰⁰
29	48" PRECAST CONCRETE PIPE MANHOLE	EA	3	2,800 ⁰⁰	8,400 ⁰⁰
30	60" PRECAST CONCRETE PIPE MANHOLE	EA	2	4,000 ⁰⁰	8,000 ⁰⁰
31	CONNECT TO EXISTING SD MANHOLE	EA	8	700 ⁰⁰	5,600 ⁰⁰
32	6" PIPE BOLLARD	EA	8	500 ⁰⁰	4,000 ⁰⁰

33	DECORATIVE MEDIAN COBBLE (4" TO 6")	CY	2280	53 ⁰⁰	120,840 ⁰⁰
34	6" CURB AND GUTTER (MINOR CONCRETE)	LF	880	24. ⁰⁰	21,120 ⁰⁰
35	5' CONCRETE SIDEWALK (MINOR CONCRETE)	SF	4,840	5 ⁵⁰	26,620 ⁰⁰
36	COMMERCIAL DRIVEWAY (MINOR CONCRETE)	SF	400	8 ⁰⁰	3,200 ⁰⁰
37	CURB RAMP (labor only) (MINOR CONCRETE)	EA	4	250 ⁰⁰	1,000 ⁰⁰
38	5' VALLEY GUTTER (PERVIOUS CONCRETE)	SF	15,000	8 ⁰⁰	120,000 ⁰⁰
39	REMOVE EXISTING SIGNAL SYSTEM	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
40	TYPE D MARKERS	EA	127	2 ⁵⁰	317 ⁵⁰
41	TYPE G MARKERS	EA	364	2 ⁵⁰	910 ⁰⁰
42	TYPE H MARKERS	EA	234	2 ⁵⁰	585 ⁰⁰
43	THERMOPLASTIC PAVEMENT MARKING	SF	3,305	2 ⁵⁰	8,262 ⁵⁰
44	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 9)	LF	10,461	0.30	3,138 ³⁰
45	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	LF	348	1 ⁰⁰	348 ⁰⁰
46	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 24)	LF	486	1 ⁰⁰	486 ⁰⁰
47	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 25)	LF	10,283	0.35	3,599 ⁰⁵
48	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	LF	12,982	0.30	3,894 ⁰⁰
49	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	LF	382	2 ⁰⁰	764 ⁰⁰
50	8" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 37B)	LF	380	1 ⁰⁰	380 ⁰⁰
51	8" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	LF	2628	0.85	2,233 ⁸⁰
52	4" PAINTED TRAFFIC STRIPE (PARKING STALLS)	LF	1,782	0.85	1,514 ⁷⁰
53	OBJECT MARKS (OM2-2H)	EA	4	75 ⁰⁰	300 ⁰⁰
54	OBJECT MARKS (OM-3R)	EA	3	75 ⁰⁰	225 ⁰⁰
55	ROADSIDE SIGNS (ONE POST)	EA	25	200 ⁰⁰	5,000 ⁰⁰
56	TRAFFIC SIGNALS (S)	LS	1	230,000 ⁰⁰	230,000 ⁰⁰
57	6" CONDUIT (ABS)	LF	1250	20 ⁰⁰	25,000 ⁰⁰
58	10" CONDUIT (ABS)	LF	726	30 ⁰⁰	21,780 ⁰⁰
59	12,000 GAL PORTABLE WATER STORAGE TANK	LS	1	32,000 ⁰⁰	32,000 ⁰⁰
60	PORTABLE CONSTRUCTION OFFICE	MONTHS (MO)	7	1,000 ⁰⁰	7,000 ⁰⁰
TOTAL					2,422,006. ⁹⁵

(SIGNED)



Date: June 25, 2008

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

Clark Hulbert, Vice President & Turlock District Manager

Stanislaus County
Department of Public Works
Cost Accounting Management System
Bid Tabulation Detail

Detail Report by Bid, Estimate, Phase
Run Date: 06/30/2008 10:12:47am
Fiscal Year: 2008

Selection Criteria

Select Bid
2008-1001

Bid Results

Run Date: 06/30/2008 10:12:47am
 Fiscal Year: 2008
 Selection Criteria: See Cover Page

Stanislaus County
 Department of Public Works
 Cost Accounting Management System
 Bid Tabulation Detail

Bid Item No	Description	Quantity	Unit	Unit Cost	Amount	Teichert Con Unit Cost	Teichert Con Amount	Granite Cons Unit Cost	Granite Cons Amount	George Reed, Unit Cost	George Reed, Amount	Top Grade Co Unit Cost	Top Grade Co Amount	
Bid No: 2008 -1001 Salida Blvd Corridor Plan														
Legal Description:														
Project: 1102-009430 Engineer Estimate 4/2/08 / 04/03/2008														
Phase: General														
0010	TRAFFIC CONTROL SYSTEM	1	Lumpsum	60000.00	60,000.00	89000.00	89,000.00	25000.00	25,000.00	72000.00	72,000.00	76350.00	76,350.00	
0020	CONSTRUCTION AREA SIGNS	1	Lumpsum	7000.00	7,000.00	3000.00	3,000.00	4000.00	4,000.00	2600.00	2,600.00	4400.00	4,400.00	
0030	PORTABLE CHANGEABLE MESSAGE SIGN	4	Each	25000.00	100,000.00	8000.00	32,000.00	2500.00	10,000.00	11000.00	44,000.00	20000.00	80,000.00	
0040	WATER POLLUTION CONTROL	1	Lumpsum	8000.00	8,000.00	10000.00	10,000.00	5000.00	5,000.00	15000.00	15,000.00	50000.00	50,000.00	
0050	RESET MAILBOX	2	Each	350.00	700.00	150.00	300.00	300.00	300.00	350.00	700.00	165.00	330.00	
0060	RESET ROADSIDE SIGN (ONE POST)	1	Each	250.00	250.00	100.00	100.00	200.00	200.00	100.00	100.00	165.00	165.00	
0070	RESET ROADSIDE SIGN (TWO POST)	1	Each	250.00	250.00	300.00	300.00	300.00	300.00	325.00	325.00	200.00	200.00	
0080	SALVAGE ROADSIDE SIGN	10	Each	250.00	2,500.00	50.00	500.00	50.00	500.00	50.00	500.00	80.00	800.00	
0090	ADJUST FRAME & COVERS & GRATES TO GRADE	22	Each	750.00	16,500.00	700.00	15,400.00	800.00	17,600.00	800.00	17,600.00	1200.00	26,400.00	
0100	REMOVE CONCRETE CURB	1,615	Lineal Feet	8.00	12,920.00	2.00	3,230.00	2.00	3,230.00	2.25	3,633.75	1.35	2,180.25	
0110	ABANDON CULVERT	220	Lineal Feet	15.00	3,300.00	6.00	1,320.00	30.00	6,600.00	45.00	9,900.00	6.75	1,485.00	
0120	CLEARING AND GRUBBING	1	Lumpsum	65000.00	65,000.00	20000.00	20,000.00	28000.00	28,000.00	129000.00	129,000.00	90000.00	90,000.00	
0130	ROADWAY EXCAVATION	4,850	Cubic yards	27.00	130,950.00	30.00	145,500.00	25.00	121,250.00	11.50	55,775.00	25.00	121,250.00	
0140	DETENTION BASIN EXCAVATION (F)	590	Cubic yards	17.00	10,030.00	20.00	11,800.00	35.00	20,650.00	17.50	10,325.00	17.00	10,030.00	
0150	AGGREGATE BASE	5,257	Ton	63.00	331,191.00	70.00	367,990.00	20.00	105,140.00	24.00	126,168.00	23.00	120,911.00	
0160	ASPHALT CONCRETE (TYPE A)	11,239	Ton	75.00	842,925.00	80.00	899,120.00	53.00	596,561.00	1,045,227.00	73.00	820,447.00	88.00	989,032.00
0170	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREAS)	790	Square Yard	22.00	17,380.00	10.00	7,900.00	15.00	11,850.00	25.50	20,145.00	7.50	5,925.00	
0180	PLACE ASPHALT CONCRETE DIRT (TYPE A)	8,766	Lineal Feet	3.00	26,298.00	0.85	7,451.10	2.00	17,532.00	3.50	30,681.00	2.00	17,532.00	
0190	PLACE ASPHALT CONCRETE (SIDEWALK)	17,024	Square Foot	2.50	42,560.00	0.70	11,916.80	2.00	34,048.00	2.30	39,155.20	0.50	8,512.00	
0200	PAVEMENT REINFORCING FABRIC	30,906	Square Yard	4.75	146,903.50	6.10	188,526.60	6.00	185,436.00	6.00	185,436.00	6.60	203,979.60	
0210	COLD PLANE ASPHALT CONCRETE PAVEMENT	1,055	Square Yard	27.00	28,485.00	6.00	6,330.00	8.00	8,440.00	11,077.50	11,077.50	10.00	10,550.00	
0220	18" REINFORCED CONCRETE PIPE	1,591	Lineal Feet	70.00	111,370.00	94.00	149,554.00	65.00	103,415.00	87.00	138,417.00	94.00	133,644.00	
0230	18" CORRUGATED STEEL PIPE (.109" THICK)	66	Lineal Feet	105.00	6,930.00	50.00	3,300.00	60.00	3,960.00	67.00	4,422.00	67.00	4,422.00	
0240	DRAIN INLET (PLATE 4-G1)	2	Each	2000.00	4,000.00	2000.00	4,000.00	2600.00	5,200.00	3600.00	7,200.00	3650.00	7,300.00	
0250	CATCH BASIN (PLATE 4-G5)	4	Each	2000.00	8,000.00	2800.00	11,200.00	3000.00	12,000.00	2700.00	10,800.00	2750.00	11,000.00	
0260	VERTICAL DRAIN	1	Each	2000.00	2,000.00	4000.00	4,000.00	6000.00	6,000.00	9800.00	9,800.00	9800.00	9,800.00	
0270	18" CONCRETE FLARED END SECTION	12	Each	1200.00	14,400.00	800.00	9,600.00	800.00	9,600.00	1700.00	20,400.00	1700.00	20,400.00	
0280	OPEN CONCRETE PIPE DRAIN (W/STEEL LID)	6	Each	1800.00	10,800.00	2000.00	12,000.00	1800.00	10,800.00	2300.00	13,800.00	2300.00	13,800.00	
0290	48" PRECAST CONCRETE PIPE MANHOLE	3	Each	6000.00	18,000.00	2800.00	8,400.00	3000.00	9,000.00	3600.00	10,800.00	3600.00	10,800.00	
0300	60" PRECAST CONCRETE PIPE MANHOLE	2	Each	8000.00	16,000.00	4000.00	8,000.00	4000.00	8,000.00	4000.00	8,000.00	4000.00	8,000.00	
0310	CONNECT TO EXISTING SD MANHOLE	8	Each	2500.00	20,000.00	700.00	5,600.00	1000.00	8,000.00	1400.00	11,200.00	1400.00	11,200.00	
0320	8" PIPE BOLLARD	8	Each	250.00	2,000.00	500.00	4,000.00	500.00	4,000.00	500.00	4,000.00	350.00	2,800.00	
0330	DECORATIVE MEDIUM COBBLE (4" TO 6")	2,280	Cubic yards	125.00	285,000.00	53.00	120,840.00	65.00	148,200.00	66.00	150,480.00	36.50	83,220.00	
0340	6" CURB AND GUTTER (MINOR CONCRETE)	880	Lineal Feet	16.00	14,080.00	24.00	21,120.00	22.00	19,360.00	17.00	14,960.00	26.00	22,880.00	
0350	5" CONCRETE SIDEWALK (MINOR CONCRETE)	4,840	Square Foot	6.00	29,040.00	5.50	26,620.00	4.00	19,360.00	6.00	29,040.00	7.50	36,300.00	
0360	COMMERCIAL DRIVEWAY (MINOR CONCRETE)	400	Square Foot	8.00	3,200.00	8.00	3,200.00	8.00	3,200.00	9.50	3,800.00	7.60	3,040.00	
0370	CURB RAMM (LAWD ONLY) (MINOR CONCRETE)	4	Each	1000.00	4,000.00	250.00	1,000.00	1000.00	4,000.00	2795.00	11,180.00	1300.00	5,200.00	
0380	5' VALLEY GUTTER (SERVICIOUS CONCRETE)	15,000	Square Foot	5.00	75,000.00	9.00	135,000.00	9.00	135,000.00	10.50	157,500.00	6.75	101,250.00	
0390	REMOVE EXISTING SIGNAL SYSTEM	1	Lumpsum	15000.00	15,000.00	3000.00	3,000.00	10000.00	10,000.00	17000.00	17,000.00	10000.00	10,000.00	
0400	TYPE D MARKERS	127	Each	4.00	508.00	2.50	317.50	3.00	381.00	2.70	342.90	5.50	698.50	
0410	TYPE G MARKERS	364	Each	4.00	1,456.00	2.50	910.00	3.00	1,092.00	2.70	982.80	5.50	2,002.00	
0420	TYPE H MARKERS	234	Each	4.00	936.00	2.50	585.00	3.00	702.00	2.70	631.80	5.50	1,287.00	
0430	TYPE K MARKERS	17	Each	20.00	340.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0431	THERMOPLASTIC PAVEMENT MARKING	3,305	Square Foot	5.00	16,525.00	2.50	8,262.50	3.00	9,915.00	2.70	8,923.50	4.50	14,872.50	
0440	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 9)	10,461	Lineal Feet	0.40	4,184.40	0.30	3,138.30	0.90	9,414.90	0.31	3,242.91	0.40	4,184.40	
0450	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL22)	348	Lineal Feet	1.20	417.60	1.00	348.00	0.70	243.60	1.05	365.40	0.90	313.20	
0460	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL24)	486	Lineal Feet	0.60	291.60	1.00	486.00	0.40	194.40	1.05	510.30	0.54	262.44	
0470	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL25)	10,283	Lineal Feet	0.60	6,169.80	0.35	3,599.05	0.40	4,113.20	0.37	3,804.71	0.54	5,552.82	
0480	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL27B)	12,982	Lineal Feet	0.60	7,789.20	0.30	3,894.60	0.40	5,192.80	0.26	3,375.32	0.54	7,010.28	
0490	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL29)	382	Lineal Feet	2.40	916.80	2.00	764.00	1.50	573.00	2.10	802.20	1.70	649.40	
0500	6" THERMOPLASTIC TRAFFIC STRIPE (DETAIL37B)	380	Lineal Feet	0.55	209.00	1.00	380.00	0.70	266.00	1.05	399.00	1.00	380.00	
0510	6" THERMOPLASTIC TRAFFIC STRIPE (DETAIL38)	2,628	Lineal Feet	0.70	1,839.60	0.85	2,233.80	0.70	1,839.60	0.90	2,365.20	1.00	2,628.00	
0520	4" PAINTED TRAFFIC STRIPE (PARKING SPALLS)	1,782	Lineal Feet	0.16	285.12	0.85	1,514.70	1.00	1,782.00	0.90	1,603.80	0.40	712.80	
0530	Object Marks (ONE-2H)	4	Each	350.00	1,400.00	75.00	300.00	65.00	260.00	82.00	328.00	82.00	328.00	
0540	Object Marks (TW-3H)	3	Each	350.00	1,050.00	75.00	225.00	65.00	195.00	82.00	246.00	82.00	246.00	
0550	ROADSIDE SIGN - ONE POST	25	Each	250.00	6,250.00	200.00	5,000.00	200.00	5,000.00	210.00	5,250.00	220.00	5,500.00	
0560	TRAFFIC SIGNAL (S)	1	Lumpsum	225000.00	225,000.00	230000.00	230,000.00	228000.00	228,000.00	249000.00	249,000.00	213000.00	213,000.00	
0570	6" CONDUIT	1,250	Lineal Feet	24.00	30,000.00	20.00	25,000.00	18.00	22,500.00	15.00	18,750.00	15.00	18,750.00	
0580	10" CONDUIT	726	Lineal Feet	36.00	26,136.00	30.00	21,780.00	24.00	17,424.00	24.00	17,424.00	24.00	17,424.00	
0590	12,000 Gal Portable Water Storage Tank	1	Lumpsum	50000.00	50,000.00	32000.00	32,000.00	5000.00	5,000.00	37000.00	37,000.00	45000.00	45,000.00	
0600	Portable Construction Office	7	Month	400.00	2,800.00	1000.00	7,000.00	2000.00	14,000.00	650.00	4,550.00	2300.00	16,100.00	
* General Subtotal					2,873,416.62		2,422,006.95		2,497,786.50		2,577,315.29		2,671,989.19	
** 1102-009430 Subtotal					2,873,416.62		2,422,006.95		2,497,786.50		2,577,315.29		2,671,989.19	
*** 2008 -1001 Subtotal					2,873,416.62		2,422,006.95		2,497,786.50		2,577,315.29		2,671,989.19	
**** Grand Total					2,873,416.62		2,422,006.95		2,497,786.50		2,577,315.29		2,671,989.19	

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART II
BID PROPOSAL AND CONTRACT
FOR THE
SALIDA BOULEVARD CORRIDOR PLAN

Approved by Stanislaus County Board of Supervisors: May 20, 2008
Bid Opening Time and Date: June 25, 2008, 2:00 P.M.

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INFORMATION FOR BIDDERS

SECTION 1: DATE AND PLACE FOR OPENING PROPOSALS. Pursuant to the "Invitation to Bidders and Special Provisions", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders and Special Provisions", proposals will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

SECTION 2; PRINTED FORM OF PROPOSALS. All proposals must be made upon the blank proposal attached hereto, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "**Proposal for the Salida Boulevard Corridor Plan** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, California, 95354 PRIOR TO June 25, 2008, 2:00 pm. No bid may be withdrawn within 60 days after time of opening.

SECTION 3: OMISSIONS AND DISCREPANCIES. Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer who may send a written instruction to all bidders.

SECTION 4: ACCEPTANCE OR REJECTION OF PROPOSALS. The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board.

SECTION 5: CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND. All proposals shall be accompanied by cash, a certified check, certified to by a responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10)

days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days.

SECTION 6: ACCEPTANCE OF PROPOSALS AND ITS EFFECT. Within 60 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph 1.07. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

SECTION 7: TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE. Any bidder whose proposal shall be accepted will be required to execute the contract within 15 days after the date that the contract documents are mailed to him by the Department of Public Works. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the General Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

SECTION 8: DETERMINATION OF LOW BIDDER. Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

SECTION 9: TIME FOR BEGINNING AND COMPLETING THE WORK. The Contractor shall commence work as specified in Section 4 of the Invitation to Bidders and Special Provisions.

SECTION 10: PRICES. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

SECTION 11: INTERPRETATION OF ADDENDA. Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Public Works Engineering, 1716 Morgan Road, Modesto, California 95358.

SECTION 12: RIGHT TO MAKE CORRECTIONS. The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

SECTION 13: SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS. Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.1 of the "Agreement for Independent Contractor Services" without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

SALIDA BOULEVARD

CORRIDOR PLAN

NAME OF BIDDER Teichert Construction

BUSINESS P.O. BOX P.O. Box 3367

CITY, STATE, ZIP Turlock, CA 95381

BUSINESS STREET ADDRESS 835 S. Kilroy Rd.
(Please include even if P.O. Box used)

CITY, STATE, ZIP Turlock, CA 95380

TELEPHONE NO: AREA CODE () (209) 632-6600

FAX NO: AREA CODE () (209) 632-3404

CONTRACTOR LICENSE NO. 8

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and specifications for the work to be done were adopted by the Board of Supervisors on May 20, 2008, and are entitled:

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

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the COUNTY OF STANISLAUS' Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the COUNTY OF STANISLAUS, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID DOCUMENTS REQUIRED AT BID OPENING

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening.

Contractor's Bid Sheet
Addendum Sheet
Subcontractor List
Equal Employment Opportunity Certification
Public Contract Code
Noncollusion Affidavit
Non-Discrimination of the Handicapped
Debarment and Suspension Certification
Proposal Signature Sheet
Bidder's Bond

It is recommended that the following document be submitted at bid opening.

W-9 Form

Note: The above forms and documents must be completed and submitted with your bid for your bid to be accepted as complete at the bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

INSURANCE REQUIREMENTS

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

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

Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

No.	CONTRACTOR' S BID DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	TRAFFIC CONTROL SYSTEM	LS	1	89,000 ⁰⁰	89,000 ⁰⁰
2	CONSTRUCTION AREA SIGNS	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
3	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	8,000 ⁰⁰	32,000 ⁰⁰
4	WATER POLLUTION CONTROL	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
5	RESET MAILBOX	EA	2	150 ⁰⁰	300 ⁰⁰
6	RESET ROAD SIDE SIGN (ONE POST)	EA	1	100 ⁰⁰	100 ⁰⁰
7	RESET ROAD SIDE SIGN (TWO POST)	EA	1	300 ⁰⁰	300 ⁰⁰
8	SALVAGE ROAD SIGN (ONE POST)	EA	10	50 ⁰⁰	500 ⁰⁰
9	ADJUST FRAME & COVERS & GRATES TO GRADE	EA	22	700 ⁰⁰	15,400 ⁰⁰
10	REMOVE CONCRETE CURB	LF	1,615	2 ⁰⁰	3,230 ⁰⁰
11	ABANDON CULVERT	LF	220	6 ⁰⁰	1,320 ⁰⁰
12	CLEARING AND GRUBBING	LS	1	20,000 ⁰⁰	20,000 ⁰⁰
13	ROADWAY EXCAVATION (F)	CY	4,850	30 ⁰⁰	145,500 ⁰⁰
14	DETENTION BASIN EXCAVATION (F)	CY	590	20 ⁰⁰	11,800 ⁰⁰
15	AGGREGATE BASE	TON	5,257	20 ⁰⁰	105,140 ⁰⁰
16	ASPHALT CONCRETE (TYPE "A")	TON	11,239	80 ⁰⁰	899,120 ⁰⁰
17	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREAS)	SY	790	10 ⁰⁰	7,900 ⁰⁰
18	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	8,766	0.85	7,451 ¹⁰
19	PLACE ASPHALT CONCRETE (SIDEWALK)	SF	17,024	0.70	11,916 ⁸⁰
20	PAVEMENT REINFORCING FABRIC	SY	30,906	6 ¹⁰	188,526 ⁶⁰
21	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	1055	6 ⁰⁰	6,330 ⁰⁰
22	18" REINFORCED CONCRETE PIPE	LF	1,591	94 ⁰⁰	149,554 ⁰⁰
23	18" CORRUGATED STEEL PIPE (0.105 inches)	LF	66	50 ⁰⁰	3,300 ⁰⁰
24	DRAIN INLET (PLATE 4-G1)	EA	2	2,000 ⁰⁰	4,000 ⁰⁰
25	CATCH BASIN (PLATE 4-G5)	EA	4	2,800 ⁰⁰	11,200 ⁰⁰
26	VERTICAL DRAIN	EA	1	4,000 ⁰⁰	4,000 ⁰⁰
27	18" CONCRETE FLARED END SECTION	EA	12	800 ⁰⁰	9,600 ⁰⁰
28	OPEN CONCRETE PIPE DRAIN (W/ STEEL LID)	EA	6	2,000 ⁰⁰	12,000 ⁰⁰
29	48" PRECAST CONCRETE PIPE MANHOLE	EA	3	2,800 ⁰⁰	8,400 ⁰⁰
30	60" PRECAST CONCRETE PIPE MANHOLE	EA	2	4,000 ⁰⁰	8,000 ⁰⁰
31	CONNECT TO EXISTING SD MANHOLE	EA	8	700 ⁰⁰	5,600 ⁰⁰
32	6" PIPE BOLLARD	EA	8	500 ⁰⁰	4,000 ⁰⁰

33	DECORATIVE MEDIAN COBBLE (4" TO 6")	CY	2280	53 ⁰⁰	120,840 ⁰⁰
34	6" CURB AND GUTTER (MINOR CONCRETE)	LF	880	24 ⁰⁰	21,120 ⁰⁰
35	5' CONCRETE SIDEWALK (MINOR CONCRETE)	SF	4,840	5 ⁵⁰	26,620 ⁰⁰
36	COMMERCIAL DRIVEWAY (MINOR CONCRETE)	SF	400	8 ⁰⁰	3,200 ⁰⁰
37	CURB RAMP (labor only) (MINOR CONCRETE)	EA	4	250 ⁰⁰	1,000 ⁰⁰
38	5' VALLEY GUTTER (PERVIOUS CONCRETE)	SF	15,000	8 ⁰⁰	120,000 ⁰⁰
39	REMOVE EXISTING SIGNAL SYSTEM	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
40	TYPE D MARKERS	EA	127	2 ⁵⁰	317 ⁵⁰
41	TYPE G MARKERS	EA	364	2 ⁵⁰	910 ⁰⁰
42	TYPE H MARKERS	EA	234	2 ⁵⁰	585 ⁰⁰
43	THERMOPLASTIC PAVEMENT MARKING	SF	3,305	2 ⁵⁰	8,262 ⁵⁰
44	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 9)	LF	10,461	0.30	3,138 ³⁰
45	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	LF	348	1 ⁰⁰	348 ⁰⁰
46	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 24)	LF	486	1 ⁰⁰	486 ⁰⁰
47	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 25)	LF	10,283	0.35	3,599 ⁰⁵
48	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	LF	12,982	0.30	3,894 ⁶⁰
49	4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	LF	382	2 ⁰⁰	764 ⁰⁰
50	8" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 37B)	LF	380	1 ⁰⁰	380 ⁰⁰
51	8" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	LF	2628	0.85	2,233 ⁸⁰
52	4" PAINTED TRAFFIC STRIPE (PARKING STALLS)	LF	1,782	0.85	1,514 ⁷⁰
53	OBJECT MARKS (OM2-2H)	EA	4	75 ⁰⁰	300 ⁰⁰
54	OBJECT MARKS (OM-3R)	EA	3	75 ⁰⁰	225 ⁰⁰
55	ROADSIDE SIGNS (ONE POST)	EA	25	200 ⁰⁰	5,000 ⁰⁰
56	TRAFFIC SIGNALS (S)	LS	1	230,000 ⁰⁰	230,000 ⁰⁰
57	6" CONDUIT (ABS)	LF	1250	20 ⁰⁰	25,000 ⁰⁰
58	10" CONDUIT (ABS)	LF	726	30 ⁰⁰	21,780 ⁰⁰
59	12,000 GAL PORTABLE WATER STORAGE TANK	LS	1	32,000 ⁰⁰	32,000 ⁰⁰
60	PORTABLE CONSTRUCTION OFFICE	MONTHS (MO)	7	1,000 ⁰⁰	7,000 ⁰⁰
TOTAL					2,422,006.95

(SIGNED)



Date: June 25, 2008

Note: All line items must have an entry placed in its appropriate box, and

this form must be signed for the bid to be accepted as complete.

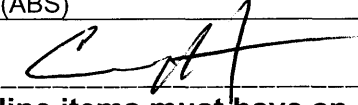
Clark Hulbert, Vice President & Turlock District Manager

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

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

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

(SIGNED)



Date: June 25, 2008

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.
 Clark Hulbert, Vice President & Turlock District Manager

**ADDENDUM SHEET
FOR
SALIDA BOULEVARD
CORRIDOR PLAN**

ADDENDUM NO. 1 DATED 6/20/08 DATE RECEIVED 6/20/08 INITIALS CH

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

CONTRACTOR Teichert Construction

ADDRESS 835 S. Kilroy Rd.

Turlock, CA 95380

PHONE (209) 632-6600 FAX (209) 632-3404

(SIGNED)  Date: 6/25/2008

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

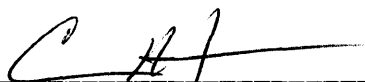
Clark Hulbert, Vice President & Turlock District Manager

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	AENTS Oil	STOCKTON, CA	PAVEMENT REINFORCING FABRIC
2	SUDHAKER Co.	RIALTO, CA	STRIPING & SIGNS
3	PACIFIC EXCAVATION	ELK GROVE, CA	TRAFFIC SIGNAL
4			
5			
6			
7			
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14			

(SIGNED)



Date: June 25, 2008

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

Clark Hulbert, Vice President & Turlock District Manager

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Teichert Construction, proposed subcontractor _____, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(SIGNED) _____

Date: June 25, 2008

Clark Hulbert, Vice President & Turlock District Manager

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

PUBLIC CONTRACT CODE
Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No X

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) _____

Date: June 25, 2008

Clark Hulbert, Vice President & Turlock District Manager

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

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

TO THE COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

Clark Hulbert, being duly sworn, deposes and says that he or she is
Vice President, Of Teichert ^{Construction} the party making the foregoing bid that
the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is
genuine and not collusive or sham; that the bidder has not directly or indirectly
induced or solicited any other bidder to put in a false or sham bid, and has not
directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that
the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or
of that of any other bidder, or to secure any advantage against the public body
awarding the contract of anyone interested in the proposed contract, that all
statements contained in the bid are true; and, further, that the bidder has not,
directly or indirectly, submitted his or her bid price or any breakdown thereof, or
the contents thereof, or divulged information or data relative thereto, or paid, and
will not pay, any fee to any corporation, partnership, company association,
organization, bid depository, or to any member or agent thereof to effectuate a
collusive or sham bid.

(SIGNED) 

Date: June 25, 2008

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

Clark Hulbert, Vice President & Turlock District Manager

STANISLAUS COUNTY

NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

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

Certification

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.


CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF THE HANDICAPPED

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

NAME OF BIDDER Teichert Construction

BUSINESS ADDRESS 835 S. Kilroy Rd. TEL. (209) 632-6600

CITY, STATE, ZIP CODE Turlock, CA 95380

BY  TITLE Vice President & Turlock District
Manager
(Signature) Clark Hulbert

DATED June 25, 2008

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(SIGNED) _____

Date: June 25, 2008

Providing false information may result in criminal prosecution or administrative sanctions.

Clark Hulbert, Vice President & Turlock District Manager

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