

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

DEPT: Public Works *AK*

BOARD AGENDA # *C-6

Urgent Routine

AGENDA DATE October 21, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract to Agee Construction Corporation, Clovis, California, for the Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$476,395.50 to Agee Construction Corporation, of Clovis, California, for the construction of the Stanislaus County Intersection Improvements - Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project.
2. Authorize the Director of Public Works to execute a contract with Agee Construction Corporation., for \$476,395.50 and to sign necessary documents.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$582,135.05 (\$476,395.50 contract, \$38,100 construction quality assurance, \$20,000 material testing, and \$47,639.55 contract change orders and contingencies) will be satisfied with funds available from Regional Transportation Impact Fees. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-728

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Award Contract to Agee Construction Corporation, Clovis, California, for the Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project

3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.
4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Road Congestion Relief Program. One of the projects approved under this program was the improvement of the Hatch Road at Santa Fe Avenue intersection. The proposed improvements consist of traffic signals, installation of left turn lanes, dedicated right turn lanes, upgrade of the railroad signals, pavement widening, traffic striping, and expansion of the existing bridge on Santa Fe Avenue near Hatch Road.

This phase of the project consists of the widening of the existing bridge on Santa Fe Avenue over the Ceres Main Canal to add one travel lane in the northbound direction to allow for a dedicated right turn lane that will be incorporated into the Hatch Road at Santa Fe Intersection Project that is scheduled for construction in 2009. The existing bridge wood railings will be replaced with concrete barriers. This project will also provide seismic retrofit to the existing bridge to comply with the current seismic standards for bridges. This phase of the project needs to be constructed during the non-irrigation season that runs from November 1 to March 15 when there is no irrigation water in the canal.

In May 2004 the Board of Supervisors awarded a contract to Bkf Engineers for engineering services for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue intersection improvement projects.

In June 2006, the Board of Supervisors approved Amendment No. 1 with Bkf Engineers to add additional engineering services for the design of the bridge on Santa Fe Avenue at Hatch Road and preparation of environmental clearance documents.

In July 2007, the Board of Supervisors approved Amendment No. 2 with Bkf Engineers to add additional engineering services for the improvements at the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue Intersections. These additional engineering services included the preparation of individual specifications and plans for each intersection and plans and specifications for the bridge on Santa Fe Avenue.

Approval to Award Contract to Agee Construction Corporation, Clovis, California, for the Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project

On August 28, 2007, the Board of Supervisors adopted the Mitigated Negative Declaration for the Stanislaus County Intersection Improvements at Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue. Also approved were the purchase agreements to acquire road right-of-way associated with the project. On June 27, 2008, the Department of Public Works certified that all necessary rights-of-way have been obtained.

On July 22, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Stanislaus County Intersection Improvements - Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project and directed the Clerk to publish the notice inviting bids.

On September 9, 2008, the Board of Supervisors authorized the Director of Public Works to sign the Consent to Common Use Agreement with the Turlock Irrigation District for the Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project.

On September 24, 2008, seven sealed bids were received, publicly read and opened. A summary of the bids follows:

CONTRACTOR	BID
Agee Construction Corporation	\$476,395.50
R.A. Nemetz	\$563,867.00
Teichert Construction	\$571,946.75
Granite Construction Company	\$579,512.00
Bugler Construction	\$645,343.00
Donniker Construction, Inc.	\$668,218.00
AJ Vasconi General Engineering	\$773,428.00

The engineer's estimate for the budget of the project is \$500,000. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Agee Construction Corporation, in the amount of \$476,395.50.

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.

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch
 Period
 Description

JOURNAL SCREEN

Journal
 Category
 Balance Type A = Actual or E = Encumbrance
 Description
 Control Total

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	2400	61270	85850	0	0	0	0.0	582,135.05		
2	1102	40310	46615	9208	0	0	0.0		582,135.05	
3							0.0			
4							0.0			
5							0.0			
6							0.0			
7							0.0			
8							0.0			
9							0.0			
10							0.0			
11							0.0			
12							0.0			
13							0.0			
14							0.0			
15							0.0			
16							0.0			
17							0.0			
18							0.0			
19							0.0			
20							0.0			
21							0.0			
22							0.0			
23							0.0			
24							0.0			
25							0.0			
26							0.0			
27							0.0			
Totals								582,135.05	582,135.05	

Explanation:

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS			
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
10/7/08	10/8/08		10/9/08
Date	Date	Date	Date

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type
Category
Source
Currency
Budget Name
Batch Name
Journal Name
Journal description
Period
Organization

Budget
Budget - Upload
USD
LEGAL BUDGET

BO#

Transfer budget to Santa Fe Ave Bridge Widening & Retrofit Project - Santa Fe at Hatch
JUL-08 to JUN-09
Stanislaus Budget Org

Line	Coding Structure						Debit		Credit		Description
	Fund	Org	Account	G/L Proj	Loc	Misc	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9208	0	0.0	582,135.05				
2	1102	40310	63280	0	0	0.0		582,135.05			
3	1102	40310	46615	0	0	0.0	582,135.05				
4	1102	40310	46615	9208	0	0.0		582,135.05			
5						0					
6						.0					
7						.0					
8						.0					
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12						.0					
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19						.0					
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21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals							1,164,270.10	1,164,270.10			

Transfer budget to Santa Fe Ave Bridge Widening & Retrofit Project - Santa Fe at Hatch

Requesting Department

CEO

Auditors Office Only

Sharon Andrews

Signature

10/7/08

Date

Signature

10/10/08

Date

Prepared By

Date

Admin Approval (\$75K+)

Date

Contact Person & Phone Number

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

TRANSMITTAL

Date: November 14, 2008
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachments for Item *C-6, October 21, 2008
From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Enclosed are the attachments for Item *C-6, October 21, 2008 - Award contract to Agee Construction Corporation for the Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project.

- Agreement with Agee Construction Corporation
- Bid Results
- Bids

Have a good day!

BOARD OF SUPERVISORS
2008 NOV 17 P 1:35

AGREEMENT

THIS AGREEMENT, dated this **21** day of **October, 2008**, by and between **AGEE Construction, Corporation** ("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. 2008-728 adopted on the **21** day of **October, 2008** awarded to Contractor the following Contract:

CONTRACT NUMBER 2008-7

Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit

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 **BKF Engineers** designed the Project and furnished the Plans and Specifications. **BKF Engineers** 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, 60 Calendar Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

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

- 3.2.1 Five Thousand Dollars (\$5,000.00) 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).

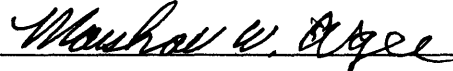
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 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.

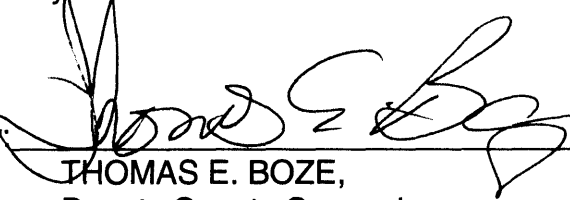
COUNTY OF STANISLAUS


CONTRACTOR: AGEE Construction, Corporation

By: 
Matthew Machado, Director of Public Works

By: 
Its: **Marshall W. Agee-President/Manager**
Title (If Corporation: Chairman, President or Vice President)

APPROVED AS TO FORM
JOHN P. DOERING,
County Counsel

By: 
THOMAS E. BOZE,
Deputy County Counsel

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

COUNTY RESOLUTION NO. 2008-728

END OF DOCUMENT

**REVISED CONTRACTOR'S BID SHEET
 FOR
 STANISLAUS COUNTY INTERSECTION IMPROVEMENTS - PHASE 2:
 SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT**

NO.	CONTRACTOR'S BID DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	45,000.00	45,000.00
2	Traffic Control	1	LS	20,000.00	20,000.00
3	Construction Staking	1	LS	5,000.00	5,000.00
6	Remove AC Berm	164	LF	5.00	820.00
11	Remove Existing Asphalt Concrete	2933	SF	2.50	7,332.50
13	Remove and Salvage Signs	1	EA	300.00	300.00
15	Asphalt Concrete	186	TON	155.00	28,830.00
16	Aggregate Base	60	TON	50.00	3,000.00
18	Earthwork	30	CY	225.00	6,750.00
19	Import/Export of Soil [Import]	30	CY	70.00	2,100.00
23	Erosion Control	1	LS	1,000.00	1,000.00
25	Delineators	16	EA	40.00	640.00
27	Lane Lines	722	LF	2.50	1,805.00
30	"STOP" Legend	44	SF	11.50	506.00
33	Temporary Culvert	175	LF	25.00	4,375.00
34	Remove Concrete (Channel)	69	CY	80.00	5,520.00
35	Bridge Removal	1	LS	5,500.00	5,500.00
36	Temporary Earth Cofferdam	135	CY	65.00	8,775.00
37	Structure Excavation (Bridge)	82	CY	100.00	8,200.00
38	Structure Backfill (Bridge)	50	CY	200.00	10,000.00
39	Structural Concrete, Bridge Footing	17	CY	705.00	11,985.00
40	Structural Concrete, Bridge	82	CY	650.00	53,300.00
41	Drill & Bond Dowel (Epoxy Cartridge)	320	EA	18.00	5,760.00
42	Drill & Bond Dowel	361	LF	27.00	9,747.00
43	Core and Pressure Grout Dowels	474	LF	60.00	28,440.00
44	Structural Concrete (Bridge)	124	CY	735.00	91,140.00
45	Bar Reinforcing Steel (Bridge)	18680	LB	1.50	28,020.00
46	Bar Reinforcing Steel (Box Culvert)	31550	LB	1.10	34,705.00
47	Concrete (Channel Lining)	51	CY	450.00	22,950.00

48	Concrete Barrier (Type 732)	151	LF	145.00	21,895.00
49	Detour	10	Days	300.00	3,000.00
TOTAL					476,395.50

(SIGNED) Marshall W. Agee Date: 09/24/08

Marshall W. Agee - President/Manager

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.

Stanislaus County Intersection Improvements - Phase 2: Santa Fe Avenue Bridge Widening Retrofit

Bidder	Bid Total
Agee Construction Corporation	\$ 476,395.50
R.A. Nemetz	\$ 563,867.00
Teichert Construction, Inc.	\$ 571,946.75
Granite Construction	\$ 579,512.00
Bugler Construction	\$ 645,343.00
Donniker Construction, Inc.	\$ 668,218.00
AJ Vasconi General Engineering	\$ 773,428.00

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

**Stanislaus County Intersection Improvements – Phase 2:
Santa Fe Avenue Bridge Widening and Retrofit**

NAME OF BIDDER Agee Construction Corporation

BUSINESS P.O. BOX P.O. Box 629
Clovis, CA 93613

CITY, STATE, ZIP 1039 Hoblitt Ave.

BUSINESS STREET ADDRESS Clovis, CA 93612
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () (559) 299-3290

FAX NO: AREA CODE () (559) 299-3503

CONTRACTOR LICENSE NO. #631980

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated July, 2002, the Standard Specifications, dated July, 2002, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and specifications for the work to be done were adopted by the Board of Supervisors on **July 29, 2008**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION
OF THE
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS – PHASE 2:
SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT**

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

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit

price shall prevail, except as provided in (a) or (b), as follows:

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

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

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

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

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

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

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

BID DOCUMENTS REQUIRED AT BID OPENING

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

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

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

W-9 Form

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

INSURANCE REQUIREMENTS

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

Insurance Requirements.

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:
 - a. 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.
 - b. 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).
 - c. 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 INTERSECTION IMPROVEMENTS - PHASE 2:
SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT

NO.	CONTRACTOR'S BID DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	45,000.00	45,000.00
2	Traffic Control	1	LS	20,000.00	20,000.00
3	Construction Staking	1	LS	5,000.00	5,000.00
6	Remove AC Berm	164	LF	5.00	830.00
11	Remove Existing Asphalt Concrete	2933	SF	2.50	7,332.50
13	Remove and Salvage Signs	1	EA	300.00	300.00
15	Asphalt Concrete	186	TON	155.00	28,830.00
16	Aggregate Base	60	TON	50.00	3,000.00
18	Earthwork	30	CY	225.00	6,750.00
19	Import/Export of Soil [Import]	30	CY	70.00	2,100.00
23	Erosion Control	1	LS	1,000.00	1,000.00
25	Delineators	16	EA	40.00	640.00
27	Lane Lines	722	LF	2.50	1,805.00
30	"STOP" Legend	44	SF	11.50	506.00
33	Temporary Culvert	175	LF	25.00	4,375.00
34	Remove Concrete (Channel)	69	CY	80.00	5,520.00
35	Bridge Removal	1	LS	5,500.00	5,500.00
36	Temporary Earth Cofferdam	135	CY	65.00	8,775.00
37	Structure Excavation (Bridge)	82	CY	100.00	8,200.00
38	Structure Backfill (Bridge)	50	CY	200.00	10,000.00
39	Structural Concrete, Bridge Footing	17	CY	1705.00	11,985.00
40	Structural Concrete, Bridge	82	CY	650.00	53,300.00
41	Drill & Bond Dowel (Epoxy Cartridge)	320	EA	18.00	5,760.00
42	Drill & Bond Dowel	361	LF	27.00	9,747.00
43	Core and Pressure Grout Dowels	474	LF	60.00	28,440.00
44	Structural Concrete (Bridge)	124	CY	735.00	91,140.00
45	Bar Reinforcing Steel (Bridge)	18680	LB	1.50	28,020.00
46	Bar Reinforcing Steel (Box Culvert)	31550	LB	1.10	34,705.00
47	Concrete (Channel Lining)	51	CY	450.00	22,950.00

**REVISED CONTRACTOR'S BID SHEET
FOR
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS - PHASE 2:
SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT**

NO.	CONTRACTOR'S BID DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Construction Staking	1	LS		
6	Remove AC Berm	154	LF		
11	Remove Existing Asphalt Concrete	2933	SF		
13	Remove and Salvage Signs	1	EA		
15	Asphalt Concrete	186	TON		
16	Aggregate Base	60	TON		
18	Earthwork	30	CY		
19	Import/Export of Soil (Import)	30	CY		
23	Erosion Control	1	LS		
25	Delineators	16	EA		
27	Lane Lines	722	LF		
30	"STOP" Legend	14	SF		
31	Power Pole and Lines Relocation	3	EA		
33	Temporary Culvert	175	LF		
34	Remove Concrete (Channel)	69	CY		
35	Bridge Removal	1	LS		
36	Temporary Earth Cofferdam	135	CY		
37	Structure Excavation (Bridge)	82	CY		
38	Structure Backfill (Bridge)	50	CY		
39	Structural Concrete, Bridge Footing	17	CY		
40	Structural Concrete, Bridge	82	CY		
41	Drill & Bond Dowel (Epoxy Cartridge)	320	EA		
42	Drill & Bond Dowel	361	LF		
43	Core and Pressure Grout Dowels	474	LF		
44	Structural Concrete (Bridge)	124	CY		
45	Bar Reinforcing Steel (Bridge)	18680	LB		
46	Bar Reinforcing Steel (Box Culvert)	31550	LB		
47	Concrete (Channel Lining)	51	CY		

**CONTRACTOR'S BID SHEET
FOR
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS – PHASE 2:
SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Construction Staking	1	LS		
6	Remove AC Berm	164	LF		
11	Remove Existing Asphalt Concrete	2933	SF		
13	Remove and Salvage Signs	1	EA		
15	Asphalt Concrete	186	TON		
16	Aggregate Base	60	TON		
18	Earthwork	30	CY		
19	Import/Export of Soil [Import]	30	CY		
23	Erosion Control	1	LS		
25	Delineators	16	EA		
27	Lane Lines	722	LF		
30	"STOP" Legend	44	SF		
31	Power Pole and Lines Relocation	3	EA		
33	Temporary Culvert	175	LF		
34	Remove Concrete (Channel)	69	CY		
35	Bridge Removal	1	LS		
36	Temporary Earth Cofferdam	135	CY		
37	Structure Excavation (Bridge)	82	CY		
38	Structure Backfill (Bridge)	50	CY		
39	Structural Concrete, Bridge Footing	17	CY		
40	Structural Concrete, Bridge	82	CY		
41	Drill & Bond Dowel (Epoxy Cartridge)	320	EA		
42	Drill & Bond Dowel	361	LF		
43	Core and Pressure Grout Dowels	474	LF		
44	Structural Concrete (Bridge)	124	CY		
45	Bar Reinforcing Steel (Bridge)	18680	LB		
46	Bar Reinforcing Steel (Box Culvert)	31550	LB		
47	Concrete (Channel Lining)	51	CY		

48	Concrete Barrier (Type 732)	151	LF	145.00	21,895.00
49	Detour	10	Days	300.00	3,000.00
TOTAL					476,395.50

(SIGNED) Marshall W. Agee Date: 09/24/08

Marshall W. Agee-President/Manager

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.

48	Concrete Barrier (Type 732)	151	LF	
49	Detour	10	Days	
				TOTAL

(SIGNED) _____ Date: 09/24/08

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.

48	Concrete Barrier (Type 732)	151	LF	
				TOTAL

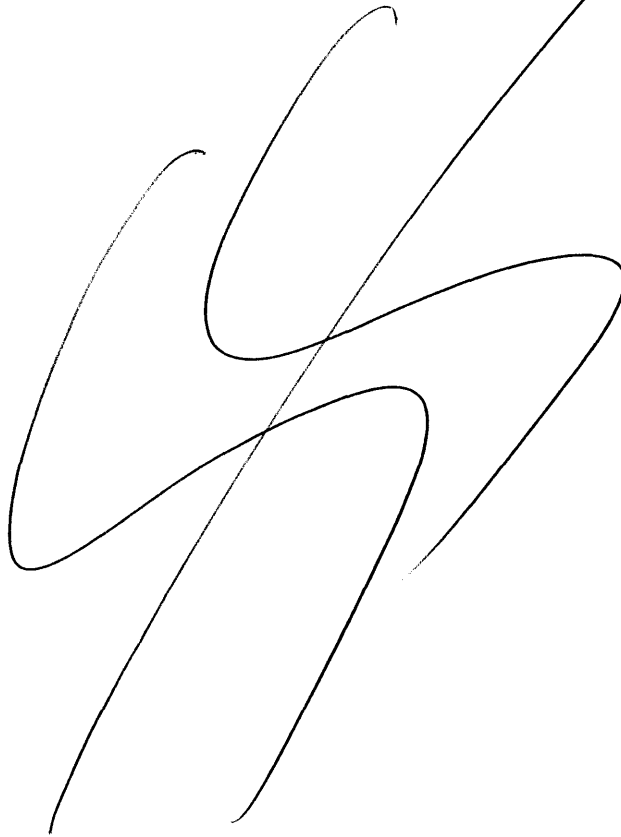
(SIGNED) _____

Date: _____

9/24/08

Marshall W. Agee-President/Manager

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



**ADDENDUM SHEET
FOR
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS – PHASE 2:
SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT**

ADDENDUM NO. 1 DATED 8/29/08 DATE RECEIVED 9/2/08 INITIALS MWA

ADDENDUM NO. 2 DATED 9/5/08 DATE RECEIVED 9/5/08 INITIALS MWA

ADDENDUM NO. 3 DATED 9/18/08 DATE RECEIVED 9/18/08 INITIALS MWA

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

CONTRACTOR Agee Construction Corporation

ADDRESS P.O. Box 629
Clovis, CA 93613

PHONE ((559) 299-3290) FAX ((559) 299-3503)

(SIGNED) Marshall W. Agee Date: 9/24/08

Marshall W. Agee-President/Manager

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

SUBCONTRACTORS LIST

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

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	Cmc Fontana Steel	Stockton, Ca.	Reinforcing Steel (partial)
2			Shotcrete (partial) mwa
3			Shotcrete mwa
4	Dees-Hennessey	San Carlos, Ca.	Shotcrete (partial) Curtain lining
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Marshall W. Agee-President/Manager

(SIGNED) Marshall W. Agee Date: 9/24/08

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

SUBCONTRACTORS LIST

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

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Marshall W. Agee-President/Manager

(SIGNED) Marshall W. Agee Date: 9/24/08

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Agee Construction Corporation, 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) Marshall W. Agee Date: 09/24/08

Marshall W. Agee-President/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 been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No

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

Public Contract Code 10232 Statement

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

(SIGNED) Marshall W. Agee Date: 09/24/08

Marshall W. Agee-President/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

Marshall W. Agee

President/Manager _____, being duly sworn, deposes and says that he or she is
_____ of Agee Construction Corp. 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.

Marshall W. Agee-President/Manager

(SIGNED) Marshall W. Agee Date: 09/24/08

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

STANISLAUS COUNTY

NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

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

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

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

Certification

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

CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF THE HANDICAPPED

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

NAME OF BIDDER Agee Construction Corporation

BUSINESS ADDRESS P.O. Box 629 TEL. (559) 299-3590

CITY, STATE, ZIP CODE Clovis, CA 93613

BY Marshall W. Agee TITLE President/Manager
(Signature) **Marshall W. Agee**

DATED 09/24/08

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.

Marshall W. Agee-President/Manager

(SIGNED) Marshall W. Agee Date: 09/24/08
Providing false information may result in criminal prosecution or administrative sanctions.

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

STATE PREVAILING WAGE RATES

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

http://www.dir.ca.gov/DLSR/statistics_research.html



1716 Morgan Road,
Modesto, California, 95358
Phone: 209-525-4185 Fax: 209-525-4100

ADDENDA NO. 1 NOTICE
for
Santa Fe Ave Bridge
in
Stanislaus County

To: Stephen Poindexter
Agee Construction Corp.
1039 Hoblitt Ave
Clovis, California, 93612

Phone: 5592993290-115
Fax: 559-299-3503
Email: SteveP@ageeconstruction.com

From: Sharon Rivera
Stanislaus County Public Works

Phone: 209-525-4185
Fax: 209-525-4100
Email: sharon.rivera@stancounty.com

Action Planholder:

Our records indicate that you are a plan holder for the Santa Fe Ave Bridge project. The following clarifications, changes, additions or subtractions are attached to and become part of the plans and specifications for the above mentioned project.

The general contractor and his subcontractors are to take cognizance of and to govern their bid according to the plans and specifications as set forth hereinafter.

This addendum must accompany the bid and be acknowledged on the bid sheet.

Please download the following files, if applicable:

Addendum No. 1.pdf

[Click here to view and order plans online, using PlanWell.](#)

Note: Please do not delete this email until after the bid due date...It will be used in the future to directly access additional plans, specs and addendum that may change and digitally view them free of charge.

Project Name: Santa Fe Ave Bridge

Project Owner: Stanislaus County Public Works

Bid Instructions:

Should there be any questions regarding your bid, feel free to contact me at my office. Thank you in advance for your willingness to consider this project.

Sincerely,

B005

Received: 9/2/2008 2:09:57 PM Sep 2 2008 02:15pm PAGE 2/007 Fax Server

Sharon Rivera



DEPARTMENT OF PUBLIC WORKS

Matt Machado
Director

1775 Morgan Road
Merced, CA 95358

ADDENDUM NO. 1


TO PLANS AND SPECIFICATIONS FOR

STANISLAUS COUNTY INTERSECTION IMPROVEMENTS
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT

IN

STANISLAUS COUNTY

MATT MACHADO DIRECTOR

for By: 

Date: August 28, 2008

Opening Bids: September 10, 2008, 2:00 P.M.

Stanislaus County Intersection Improvements
Phase 2: Santa Fe Avenue Bridge Widening and Retrofit
ADDENDUM NO. 1

Page 1 of 2



**ADDENDUM NO. 1
FOR THE STANISLAUS COUNTY INTERSECTION IMPROVEMENTS
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT
FOR BIDS DUE SEPTEMBER 10, 2008, 2:00 P.M.
DATE: August 29, 2008**

TO ALL BIDDERS

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE PLANS, SPECIAL PROVISIONS AND BID DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE BIDS SUBMITTED FOR THE WORK. BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

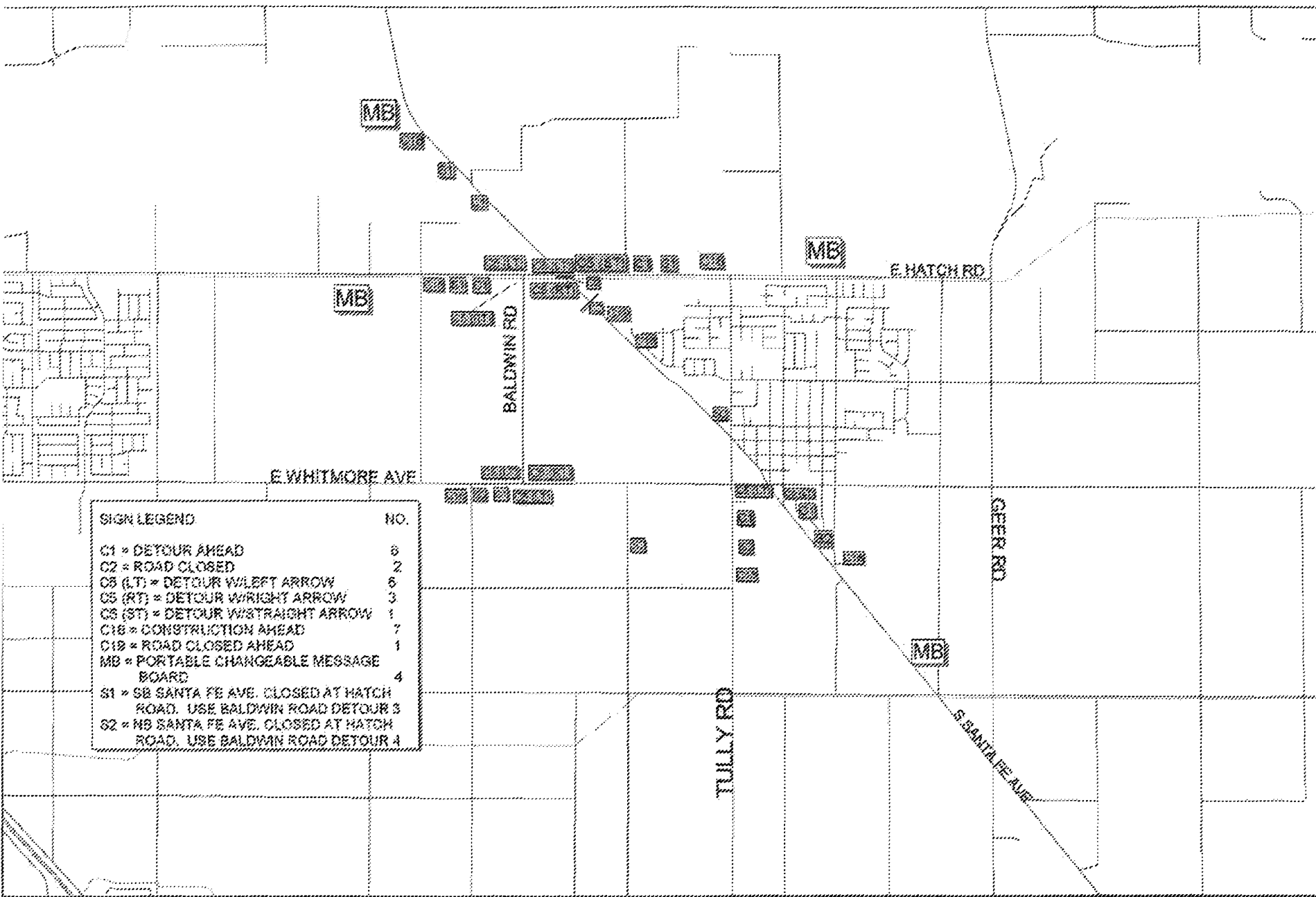
1. Part 1, Invitation to Bid & Special Provisions, Section 6: Public Safety, page 1-10, add the following to this section:

"The Contractor may close Santa Fe Avenue between Hatch Road and 250 feet south of the Ceres Main Canal for a period of no more than 10 (ten) working days. If the Contractor elects to close Santa Fe Avenue, the attached detour shall be installed and maintained by the Contractor. Full compensation for furnishing all labor, materials, tools, equipment, barricades, and signs shall be included in the Contract Unit price for Detour (Bid Item No. 49), and no additional compensation will be allowed therefore."

2. Part 1, Invitation to Bid & Special Provisions, Section 20: Surveys and Grades, page 1-15, delete the paragraph, and insert the following paragraph:

"The Engineer shall establish permanent type reference monuments or posts for the horizontal alignment and vertical control of the work. The Contractor shall provide a Professional Land Surveyor or Civil Engineer licensed in the State of California to perform said services to provide all temporary stakes for horizontal and vertical alignment sufficient for construction of the project. The Contractor is charged with the responsibility of adequately protecting said stakes and monuments. The contract price for temporary stakes (Bid Item No. 3) shall be included in the contract lump sum price for Construction Staking and no additional compensation will be allowed therefore."

3. Part II, Bid Proposal and Contract, Contractor's Bid Sheet, delete pages II-11 through II-12, and insert the attached Revised Contractor's Bid Sheet, page II-11 through II-12.



SIGN LEGEND	NO.
C1 = DETOUR AHEAD	6
C2 = ROAD CLOSED	2
C3 (LT) = DETOUR W/LEFT ARROW	6
C3 (RT) = DETOUR W/RIGHT ARROW	3
C3 (ST) = DETOUR W/STRAIGHT ARROW	1
C18 = CONSTRUCTION AHEAD	7
C19 = ROAD CLOSED AHEAD	1
MB = PORTABLE CHANGEABLE MESSAGE BOARD	4
S1 = SB SANTA FE AVE. CLOSED AT HATCH ROAD. USE BALDWIN ROAD DETOUR 3	
S2 = NB SANTA FE AVE. CLOSED AT HATCH ROAD. USE BALDWIN ROAD DETOUR 4	



SANTA FE AVENUE BRIDGE
 WIDENING AND RETROFIT
 DETOUR MAP

1608 0 1608 3216 Feet

This map is for desktop purposes only.



Map printed 8/29/2008

**REVISED CONTRACTOR'S BID SHEET
FOR
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS - PHASE 2:
SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT**

NO.	CONTRACTOR'S BID DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Construction Staking	1	LS		
6	Remove AC Berm	164	LF		
11	Remove Existing Asphalt Concrete	2933	SF		
13	Remove and Salvage Signs	1	EA		
15	Asphalt Concrete	186	TON		
18	Aggregate Base	60	TON		
18	Earthwork	30	CY		
19	Import/Export of Soil (Import)	30	CY		
23	Erosion Control	1	LS		
25	Delineators	16	EA		
27	Lane Lines	722	LF		
30	"STOP" Legend	44	SF		
31	Power Pole and Lines Relocation	3	EA		
33	Temporary Culvert	175	LF		
34	Remove Concrete (Channel)	69	CY		
35	Bridge Removal	1	LS		
36	Temporary Earth Cofferdam	135	CY		
37	Structure Excavation (Bridge)	82	CY		
38	Structure Backfill (Bridge)	50	CY		
39	Structural Concrete, Bridge Footing	17	CY		
40	Structural Concrete, Bridge	82	CY		
41	Drill & Bond Dowel (Epoxy Cartridge)	320	EA		
42	Drill & Bond Dowel	361	LF		
43	Core and Pressure Grout Dowels	474	LF		
44	Structural Concrete (Bridge)	124	CY		
45	Bar Reinforcing Steel (Bridge)	18680	LB		
46	Bar Reinforcing Steel (Box Culvert)	31550	LB		
47	Concrete (Channel Lining)	51	CY		

48	Concrete Barrier (Type 732)	151	LF	
49	Detour	10	Days	
				TOTAL

(SIGNED) _____ Date: _____

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



1716 Morgan Road,
Modesto, California, 95358
Phone: 209-525-4157 Fax: 209-525-4183

ADDENDA NO. 2 NOTICE
for
Santa Fe Ave Bridge
in
Stanislaus County

To: Stephen Poindexter
Agee Construction Corp.
1039 Hoblitt Ave
Clovis, California, 93612

Phone: 5592993290-115
Fax: 559-299-3503
Email: SteveP@ageeconstruction.com

From: Linda Allsop
Stanislaus County Public Works

Phone: 209-525-4157
Fax: 209-525-4183
Email: allsopl@co.stanislaus.ca.us

Attention Planholder:

Our records indicate that you are a plan holder for the Santa Fe Ave Bridge project. The following clarifications, changes, additions or subtractions are attached to and become part of the plans and specifications for the above mentioned project.

The general contractor and his subcontractors are to take cognizance of and to govern their bid according to the plans and specifications as set forth hereinafter.

This addendum must accompany the bid and be acknowledged on the bid sheet

Please download the following files, if applicable:

Addendum 2 Santa Fe.pdf

Note: Please do not delete this email until after the bid due date...It will be used in the future to directly access additional plans, specs and addendum that may change and digitally view them free of charge.

Project Name: Santa Fe Ave Bridge

Project Owner: Stanislaus County Public Works

Bid Instructions:

Should there be any questions regarding your bid, feel free to contact me at my office. Thank you in advance for your willingness to consider this project.

Sincerely,

Linda Allsop



DEPARTMENT OF PUBLIC WORKS

Matt Machado
Director

1716 Morgan Road
Modesto, CA 95358

ADDENDUM NO. 2

TO PLANS AND SPECIFICATIONS FOR

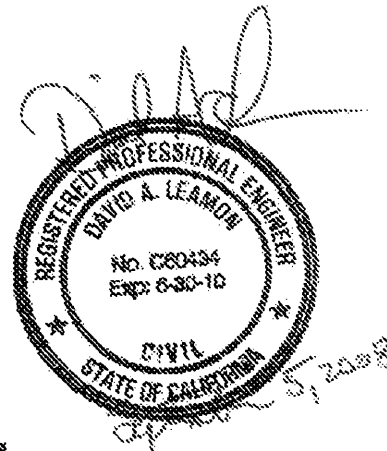
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT

IN

STANISLAUS COUNTY

MATT MACHADO, DIRECTOR

By:



Date: September 5, 2008

Opening Bids: September 24, 2008, 2:30 P.M.

Stanislaus County Intersection Improvements
Phase 2: Santa Fe Avenue Bridge Widening and Retrofit
ADDENDUM NO. 2

Page 1 of 2

ADDENDUM NO. 2

FOR THE STANISLAUS COUNTY INTERSECTION IMPROVEMENTS
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT
FOR BIDS DUE SEPTEMBER 24, 2008, 2:30 P.M.

DATE: September 5, 2008

TO ALL BIDDERS

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE PLANS, SPECIAL PROVISIONS AND BID DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE BIDS SUBMITTED FOR THE WORK. BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

1. Remove page II-22 from "Part II, Bid Proposal and Contract" and replace with amended page II-22.

REASON FOR CORRECTION: Incorrect date: Deleted September 19, 2007 and replaced with September 24, 2008.

2. Remove pages II-11 through II-12 from "Part II, Bid Proposal and Contract" and replace with amended pages II-11 through II-12.

REASON FOR CORRECTION: Removed bid item for contractor to remove three (3) poles, as the poles will be relocated by Turlock Irrigation District.

3. Bid opening date will be postponed from September 10, 2008 to September 24, 2008.
 - a. Delete line "Bid Opening Time and Date: 2:00 P.M., September 10, 2008" from "Part I, Invitation to Bidders and Special Provisions" cover sheet and insert "Bid Opening Time and Date: 2:30 P.M., September 24, 2008"
 - b. Remove pages I-1 and I-7 from "Part I, Invitation to Bidders and Special Provisions" and replace with amended pages I-1 and I-7. *(Revised Estimated Schedule)*
 - c. Remove pages Part II cover and II-1 from "Part II, Bid Proposal and Contract" and replace with amended Part II cover and II-1. *(Date and Time Change)*
 - d. Remove page Part IV cover and replace with amended Part IV cover. *(Date and Time Change)*
 - e. Remove page Part V cover and replace with amended Part V cover. *(Date and Time Change)*

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit project. Estimated Construction cost for this project is between \$450,000 and \$500,000. The work to be accomplished includes the retrofit and widening of a bridge on Santa Fe Avenue, over the Ceres Main Canal, near the intersection with Hatch Road, as well as the installation of new pavement, relocation of overhead utilities, and striping and other such items not mentioned herein that are required by the plans and specifications.

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

Technical Questions: All questions must be submitted in writing. Email your questions to melegr@co.stanislaus.ca.us or fax your questions to 209-525-4183, Attn: Robert Meleg.

Bid forms are provided in the "Bid Proposal and Contract" booklet. Bids shall be submitted in a sealed envelope and plainly marked Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit. Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:30 P.M, September 24, 2008, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Ste. 6709 and read by the Clerk of the Board after bid closing.

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

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

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

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

This project is subject to the "Buy America" provisions of the Surface

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

ESTIMATED SCHEDULE OF EVENTS.

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

EVENT DESCRIPTION	ANTICIPATED DATE
BOARD APPROVAL OF PLANS AND SPECIFICATIONS	July 29, 2008
PROJECT ADVERTISEMENT	August 6, 2008
LAST DAY CONTRACTORS CLARIFICATION REQUESTS	September 17, 2008
ISSUANCE OF ADDENDUM (IF NEEDED)	September 19, 2008
BID OPENING	September 24, 2008
BOARD APPROVAL OF CONTRACT	October 21, 2008
NOTICE TO PROCEED	November 17, 2008

SECTION 5: LABOR

Labor Nondiscrimination

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

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

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

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART II
BID PROPOSAL AND CONTRACT

FOR THE

STANISLAUS COUNTY INTERSECTION IMPROVEMENTS –
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND
RETROFIT

Approved by Stanislaus County Board of Supervisors: July 29, 2008
Bid Opening Time and Date: 2:30 P.M., September 24, 2008

ADDENDUM NO. 2

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 Stanislaus County Intersection Improvements – Phase 2: Santa Fe Avenue Bridge Widening and Retrofit" and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, California, 95354 PRIOR TO 2:30 P.M., September 24, 2008. No bid may be withdrawn within 60 days after time of opening.

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

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

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

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

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

**REVISED CONTRACTOR'S BID SHEET
FOR
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS – PHASE 2:
SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Construction Staking	1	LS		
6	Remove AC Berm	164	LF		
11	Remove Existing Asphalt Concrete	2933	SF		
13	Remove and Salvage Signs	1	EA		
15	Asphalt Concrete	186	TON		
16	Aggregate Base	60	TON		
18	Earthwork	30	CY		
19	Import/Export of Soil [Import]	30	CY		
23	Erosion Control	1	LS		
25	Delineators	16	EA		
27	Lane Lines	722	LF		
30	"STOP" Legend	44	SF		
33	Temporary Culvert	175	LF		
34	Remove Concrete (Channel)	69	CY		
35	Bridge Removal	1	LS		
36	Temporary Earth Cofferdam	135	CY		
37	Structure Excavation (Bridge)	82	CY		
38	Structure Backfill (Bridge)	50	CY		
39	Structural Concrete, Bridge Footing	17	CY		
40	Structural Concrete, Bridge	82	CY		
41	Drill & Bond Dowel (Epoxy Cartridge)	320	EA		
42	Drill & Bond Dowel	361	LF		
43	Core and Pressure Grout Dowels	474	LF		
44	Structural Concrete (Bridge)	124	CY		
45	Bar Reinforcing Steel (Bridge)	18680	LB		
46	Bar Reinforcing Steel (Box Culvert)	31550	LB		
47	Concrete (Channel Lining)	51	CY		

48	Concrete Barrier (Type 732)	151	LF		
49	Detour	10	Days		
TOTAL					

(SIGNED) _____ Date: _____

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

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Stanislaus County Intersection
Improvements – Phase 2: Santa Fe Avenue Bridge Widening And Retrofit, for which bids are to
be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th
Street, Ste. 6500, Modesto, CA, September 10, 2008.

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

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

Dated: _____, 20____.

Principal

Surety

By _____
Attorney-in-fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

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

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART IV
ADMENDMENTS TO THE MAY 2006 STANDARD
SPECIFICATIONS

FOR THE

STANISLAUS COUNTY INTERSECTION
IMPROVEMENTS – PHASE 2: SANTA FE AVENUE
BRIDGE WIDENING AND RETROFIT

THE FOLLOWING LINK IS PROVIDED TO ACCESS THE LATEST
AMENDMENTS TO THE STATE STANDARD SPECIFICATIONS

http://www.dot.ca.gov/hq/esc/oe/specifications/ssps/2006-ssps/sec_01-03/

Approved by Stanislaus County Board of Supervisors: July 29, 2008
Bid Opening Time and Date: 2:30 P.M., September 24, 2008

ADDENDUM NO. 2

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

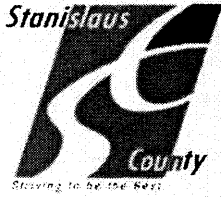
CONSTRUCTION DETAILS

FOR THE

STANISLAUS COUNTY INTERSECTION IMPROVEMENTS –
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND
RETROFIT

Approved by Stanislaus County Board of Supervisors: July 29, 2008
Bid Opening Time and Date: 2:30 P.M., September 24, 2008

ADDENDUM NO. 2




DEPARTMENT OF PUBLIC WORKS

Matt Machado
Director

1716 Morgan Road
Modesto, CA 95358

ADDENDUM NO. 3
TO PLANS AND SPECIFICATIONS FOR
STANISLAUS COUNTY INTERSECTION IMPROVEMENTS
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT
IN
STANISLAUS COUNTY

for **MATT MACHADO, DIRECTOR**
By: 

Date: September 18, 2008

Opening Bids: September 24, 2008, 2:30 P.M.

Stanislaus County Intersection Improvements
Phase 2: Santa Fe Avenue Bridge Widening and Retrofit
ADDENDUM NO. 3
Page 1 of 3

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Stanislaus County Intersection
Improvements – Phase 2: Santa Fe Avenue Bridge Widening And Retrofit, for which bids are to
be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th
Street, Ste. 6500, Modesto, CA, September 24, 2008.

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

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

Dated: _____, 20____.

Principal

Surety
By _____
Attorney-in-fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

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

**ADDENDUM NO. 3
FOR THE STANISLAUS COUNTY INTERSECTION IMPROVEMENTS
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT
FOR BIDS DUE SEPTEMBER 24, 2008, 2:30 P.M.
DATE: September 18, 2008**

TO ALL BIDDERS

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE PLANS, SPECIAL PROVISIONS AND BID DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE BIDS SUBMITTED FOR THE WORK. BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

1. Bid Proposal and Contract, Bidder's Bond, page II-22, ADDENDUM NO. 2, delete this page and insert the attached revised Bidder's Bond, page II-22, ADDENDUM NO. 3..

The following answers are provided for the questions provided by prospective bidders:

"Good Morning I just had a questions for you regarding the Santa Fe Ave Bridge, when we are submitting our bid proposal can the proposal be detached from the book or does the whole book along with the specs have to be submitted for the proposal?? Please let me know."

Answer: The bidder can either detach the Bid Proposal from the book or submit the entire book. It is up to the bidder to determine which to submit.

"What is the difference between bid item 40 and 44 --- both are listed as Structural Concrete (Bridge)?? Are we to assume we would get paid in both items for this task?? Let me know....."

Answer: Bid Item No. 40 is for the cast-in-place concrete for the bridge. See Section 40, CONCRETE STRUCTURES, Measurement and Payment, in the Construction Details for further explanation of this bid item Bid Item No. 44 is for the shotcrete for the bridge. See Section 44, SHOTCRETE, Measurement and Payment for further explanation of this bid item.

"Do you have a planholder's list for the Santa Fe Avenue Bridge Project that you could e-mail me?"

Also - is there a Kleinfelder Soils Report for this project? I called Stockton Blue and she didn't know anything about it."

Answer:

The planholder's list is available on the Stockton Blue Website at the following address:

<http://www.stocktonblue.com/>

Click on the Public Plan Room, and navigate to the Santa Fe Avenue Bridge Project, click this item and then click Planholders in the upper right hand corner. Click on summary view report to review the planholders list.

ADDENDUM NO. 3
FOR THE STANISLAUS COUNTY INTERSECTION IMPROVEMENTS
PHASE 2: SANTA FE AVENUE BRIDGE WIDENING AND RETROFIT
FOR BIDS DUE SEPTEMBER 24, 2008, 2:30 P.M.
DATE: September 18, 2008

Kleinfelder prepared a soils report for the intersection projects at Geer Road and Santa Fe Avenue and Hatch Road and Santa Fe Avenue. Copies of this report is available by contacting Robert Meleg, Associate Civil Engineer, Stanislaus County, (209) 567-4883, Robert.Meleg@stancounty.com.

“this bid bond attached still shows the old bid date of september 10, 2008 is there a new bid bond that has the new bid date on it of 9/24/08. Please let me know as soon as possible so that I can get the correct bid bond before bid date.”

Answer: Please see Item No. 1 above.