

## **AGENDA**

### **STANISLAUS COUNTY REDEVELOPMENT AGENCY**

**1010 10TH STREET, BASEMENT LEVEL, MODESTO**

**NOVEMBER 4, 2008**

**9:15 a.m.**

- I. CALL TO ORDER**
- II. CONSENT CALENDAR (Those items marked with an \*)**
- III. APPROVAL OF MINUTES**
  - \*A. Minutes of June 24, 2008
- IV. CORRESPONDENCE**
  - \*A. Letter dated July 31, 2008 from Nancy C. Miller, of Miller, Owen & Trost
- V. INFORMATIONAL ITEMS**
  - \*A. Update on AB 1389 Reporting Requirements
- VI. PUBLIC HEARINGS**
  - A. None
- VII. AGENDA ITEMS**
  - \*A. Approval of a Housing Loan Rehabilitation Agreement with Habitat for Humanity, Stanislaus, in the Amount of \$85,000 to Rehabilitate Two (2) Properties in the Airport Neighborhood Redevelopment Sub-area, and Authorize the Interim Executive Director to Sign and Negotiate on Behalf of the Agency
  - B. Approval to Award Contract to George Reed, Inc. of Modesto, for the Construction of the Keys Improvement Project, Phase 2 and Related Items Associated with the Award.
- VIII. PUBLIC FORUM**
- IX. ADJOURNMENT**

## **MINUTES**

### **STANISLAUS COUNTY REDEVELOPMENT AGENCY**

**June 24, 2008**

The Stanislaus County Redevelopment Agency met in the Joint Chambers at 10th Street Place, Basement Level, 1010 10<sup>th</sup> Street, Modesto, California.

#### **I. CALL TO ORDER**

The meeting was called to order at 10:07 a.m.

Members present: William O'Brien, Jim DeMartini, Jeff Grover,  
Thomas Mayfield, and Dick Monteith.

Members absent: None

Staff present: Kirk Ford, Interim Executive Director

#### **II. CONSENT CALENDAR (\*)**

Upon motion by Agency members Grover/O'Brien, Agency unanimously approved the Consent Calendar.

#### **III. APPROVAL OF MINUTES**

\*A. Upon motion by Agency members, Grover/O'Brien, the Agency unanimously approved the minutes of June 10, 2008.

#### **IV. CORRESPONDENCE**

A. None.

#### **V. PUBLIC HEARINGS**

A. None.

#### **VI. AGENDA ITEMS**

1. Upon motion by Agency members Grover/O'Brien, the Agency unanimously found that the Archway Commons housing project will be of benefit to the County project area by providing much-needed rental housing to those in targeted income groups; approved a gap financing loan in the amount of up to \$200,000 of housing set-aside funds with EAH Housing for a 150-unit affordable housing project (Archway Commons); and, authorized the Interim Executive Director to sign and negotiate on behalf of the Agency.

**VII. PUBLIC FORUM**

A. No persons spoke.

**VIII. ADJOURNMENT**

The meeting adjourned at 10:08 a.m.



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Kirk Ford  
Interim Executive Director

# MILLER, OWEN & TROST

A PROFESSIONAL CORPORATION

DANIEL J. R. CALVERT  
PAUL J. CHRISMAN  
JENNIFER V. GORE  
CHRISTIANE E. LAYTON  
MADELINE E. MILLER  
NANCY C. MILLER  
KIRK E. TROST

ATTORNEYS AT LAW  
428 J STREET, SUITE 400  
SACRAMENTO, CALIFORNIA 95814-2394

TELEPHONE (916) 447-7933  
FACSIMILE (916) 447-5195

WILLIAM L. OWEN  
OF COUNSEL

July 31, 2008

Ana Rocha  
County of Stanislaus  
Redevelopment Agency  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, CA 95354

Via U.S. Mail

Re: *Legal Services for County of Stanislaus*

Dear *ANA* Rocha:

The purpose of this letter is to give you advance written notice of a modification to our hourly rates. The new hourly rates are shown on the attached rate schedule and will be effective September 1, 2008.

I hope you will appreciate that we make every effort to keep our rates as low as possible. We also exercise great discretion in our billing practices, and we make every effort to provide the highest quality legal services as cost effectively as possible. We hope that you will contact us if you ever have concerns regarding any of our invoices.

We enjoy working with you and please contact us if you have any questions regarding these changes.

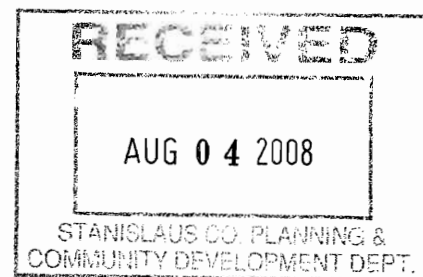
Very truly yours,

MILLER, OWEN & TROST  
A Professional Corporation

By: *Nancy*  
Nancy C. Miller

NCM:edf

Enclosure



## Exhibit A

### RATE SCHEDULE

Nancy C. Miller	\$255.00
Kirk E. Trost	\$255.00
William L. Owen	\$255.00
Paul J. Chrisman	\$215.00
Christiane E. Layton	\$215.00
Madeline E. Miller	\$200.00
Jennifer V. Gore	\$175.00
Daniel J.R. Calvert	\$165.00
Law Clerks	\$140.00
Paralegals	\$100.00



# Stanislaus County

## Redevelopment Agency

1010 10<sup>TH</sup> Street, Suite 3400  
Modesto, CA 95354

Telephone: (209) 525-6330  
Fax: (209) 525-5911

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### Informational Item

Date: October 23, 2008

To: Stanislaus County Redevelopment Agency

From: Kirk Ford, Interim Executive Director *KJFD*  
Nancy Brown, Redevelopment Consultant *NB*

Subject: Update on AB 1389 Reporting Requirements

Previously, redevelopment staff informed the Board of Supervisors and Redevelopment Agency that AB 1389 added a requirement of every redevelopment agency to submit a report of pass-through obligations, by taxing entity, to the County auditor's office by November 1, 2008. This was established as a means to review the method by which each agency calculates its pass-through obligations, to identify any and all unpaid outstanding obligations to local taxing entities, particularly local educational agencies. The Board was informed at the time that any impacts of this new requirement on the Redevelopment Agency budget were impossible to calculate or estimate, since the reporting forms had not yet been released by the State Controller's Office.

The Agency has now received the reporting instructions and forms, and both the Agency staff and County Auditor-Controller's office concur that Stanislaus County is exempt from the reporting requirements based on the date the Agency was established. The required verification document has been forwarded to the County Auditor's office prior to the November 1, 2008 deadline. As a result, AB 1389 will have no fiscal impact on the Stanislaus County Redevelopment Agency budget.

SITTING AS THE REDEVELOPMENT AGENCY  
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency

BOARD AGENDA # 9:15 a.m. - \*VII-A

Urgent  Routine

AGENDA DATE November 4, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Housing Loan Rehabilitation Agreement with Habitat for Humanity, Stanislaus, in the Amount of \$85,000 to Rehabilitate Two (2) Properties in the Airport Neighborhood Redevelopment Sub-Area, and Authorize the Interim Executive Director to Sign and Negotiate on Behalf of the Agency

STAFF RECOMMENDATIONS:

1. Authorize the expenditure of \$85,000 of Housing Set Aside funds for the rehabilitation of the following two (2) single family residential lots in the Airport Neighborhood Redevelopment sub area (1102 Tenaya Drive and 1106 Tenaya Dr.); and,
2. Authorize the Interim Executive Director to sign and Negotiate on behalf of the Agency.

FISCAL IMPACT:

There will be a fiscal impact of \$85,000 to the Housing Set-Aside fund. This is a budgeted activity and there are funds available.

BOARD ACTION AS FOLLOWS:

No. 2008-766

On motion of Supervisor O'Brien, Seconded by Supervisor Grover

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) X Approved as recommended

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

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

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

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Housing Loan Rehabilitation Agreement with Habitat for Humanity, Stanislaus, in the Amount of \$85,000 to Rehabilitate Two (2) Properties in the Airport Neighborhood Redevelopment Sub-Area, and Authorize the Interim Executive Director to Sign and Negotiate on Behalf of the Agency

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**DISCUSSION:**

State Redevelopment law set forth under the California Community Redevelopment Law (Health and Safety Code 33000) requires that a minimum 20% of tax increment revenues be allocated for affordable housing activities. When this agency was created, it adopted a 25% allocation for affordable housing activities that includes housing rehabilitation.

Whenever possible, partnerships are developed to facilitate the implementation of affordable housing activities. One such partnership the Agency has developed is with Habitat for Humanity. Habitat is requesting funds to rehabilitate two homes located at 1102 and 1106 Tenaya Drive in the Airport Neighborhood District redevelopment sub-area. The Agency assisted Habitat with the purchase of these homes earlier this year.

Habitat has selected and approved two low-income families for each home, and is now ready to move forward with the rehabilitation, which the families will actively participate in. By rehabilitating these homes, the Agency will be assisting with the elimination of blight in the neighborhood. The total request for rehabilitation of the two (2) housing units is \$85,000. A letter requesting Agency assistance has been received from Habitat for Humanity is included as Attachment A.

Once rehabilitation is completed, the partner family will be responsible for a mortgage amount that has been determined based on family income. However, there will be a second party lien in the amount that equals the difference of the mortgage and the appraised value. This lien will be held by Habitat. Stanislaus County will be in third position with its land purchase assistance.

Funds have been allocated from the 2008-09 budget for housing rehabilitation activities. The Agency will hold a silent lien for the amount used to rehabilitate the properties. This amount will be due upon first sale.

**POLICY ISSUES:**

The recommendation made herein address Safe, Healthy Communities by investing with sweat equity to realize the revitalization of a neighborhood.

**STAFFING IMPACT:**

None.

**ATTACHMENTS:**

- A. Request for Funds from Habitat for Humanity
- B. Housing Rehabilitation Loan Agreements





**Habitat  
for Humanity®**  
Stanislaus County

630 Kearney Avenue  
Modesto, CA 95350-5714  
Phone: (209) 575-4585  
Fax: (209) 575-0755  
www.stanislauhahabitat.org

*Building Homes,  
Building Hope,  
Building Communities,  
One Nail at a Time...*

October 20, 2008

Nancy Brown  
Stanislaus County Planning Department  
1010 10<sup>th</sup> Place  
Modesto, CA

**Executive Director**  
Anita Hellam

Dear Nancy:

Habitat is requesting funding to support the renovation of two properties in the Airport Neighborhood. Both properties were acquired by Habitat with County land acquisition assistance. Our family selection committee has identified and approved a family for each of these homes. Both families meet the low-income eligibility criteria and are prepared to begin the self-help process in construction of their homes.

**Board of Directors**  
Alan Cassidy, Pres.  
Steve Veglia, Vice Pres.  
Sandell McLaughlin, Sec.  
Meredith Hamilton, Treas.  
Michael Downen, Past Pres.  
Mary Baucher  
Chris Courtney  
Toni Ewoldt  
Knowledge Hardy  
Chris Harrigfeld  
Karna Harrigfeld  
Hal Leech  
Steve Madison  
Rene Patterson  
Dean Petrulakis  
Ben Reuben  
John Simvoulakis  
Gloria Vincent

Address	APN #	Family Name	Family Size
1102 Tenaya Drive	035-012-006	Alicia Gonzales	5 (2 boys & 2 girls)
1106 Tenaya Drive	035-012-007	Manuel & Erendira Aguilar	5 (1 boy newborn & 2 girls)

**Advisory Board**  
Rosa Bahamonde  
Sally Shepherd Lindberg  
George Petrulakis  
Ruth Sesser  
Tom Van Groningen  
Adam Christianson

The property at 1102 Tenaya is 1375 square feet and has three bedrooms, two baths and a garage. The home is in good condition and can be renovated for an estimated \$35,000.

The property located at 1106 Tenaya Drive is 840 square feet, with two bedrooms one bathroom. There is a carport. Due to the size of the family, Habitat proposes to add a new master bedroom. An architect and engineer have designed an addition that will make the home very comfortable for this family. Due to the nature of this addition, the renovation expenses are expected to cost nearly \$50,000.

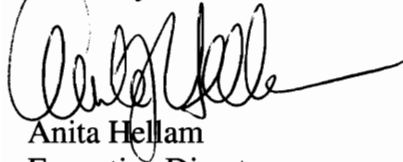
• 1102 Tenaya	\$ 35,000	1 unit	
• 1106 Tenaya	\$ 50,000	1 unit	
	<hr/>	<hr/>	
	\$85,000	2 units	10 people served

Since acquiring the property, we have been able to secure some additional outside

funding. On the final page of each of the write-ups, you will find a summary of the costs and sources of funding. We are requesting redevelopment funding to bridge the gap on each project.

Should you have any questions or additional clarification, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Anita Hellam", with a long horizontal flourish extending to the right.

Anita Hellam  
Executive Director  
Habitat for Humanity, Stanislaus County

**HABITAT FOR HUMANITY, STANISLAUS COUNTY  
WORK WRITE-UP**

Jurisdiction: **Stanislaus County**

Property Acquisition Date: 7/31/08

Ground Breaking Date: TBD

Estimated construction timeline: 25 weeks

Total Amount Requested : \$35,000

Property Address: 1102 Tenaya Avenue, Modesto, CA 9535

*The work to be performed as a part of this estimate shall conform to all applicable Building Codes and to Stanislaus County's standards as specified in the Guidelines and Specifications. Permit fees, impact fees, temporary services and professional fees are NOT included in the estimate.*

.....  
DESCRIPTION OF WORK TO BE DONE  
.....

- |   |                   |
|---|-------------------|
| <b>1. Environmental Phase 1 Inspection.....</b>   | <b>\$ In-kind</b> |
| To include all required labor and materials to remove hazardous materials as outlined in the Phase 1 report and in compliance with all applicable standards and regulations governing such materials. |                   |
| <b>2. On and off-site improvements .....</b>  | <b>\$ 5,000</b>   |
| To include work required to tie project into existing area utility services and priming or installation of septic.  |                   |
| <b>3. Excavation and Demolition.....</b>  | <b>\$ 500</b>     |
| As per plans. To include all necessary interior and exterior demolition to build addition and all required trenching and grading in preparation for concrete.   |                   |
| <b>4. Concrete.....</b>   | <b>\$ 2,000</b>   |
| To include all required labor and materials to form and pour concrete footings and flatwork in accordance with plans.   |                   |

Form and pour 4" thick 2000 PSI concrete floor slab. Prepare and compact subgrade to required density, provide 4" thick compacted gravel base course, approved moisture barrier and 6"x6" x 10 gauge EWW reinforcement.

Provide 1/2" thick PEJF wherever new concrete abuts existing concrete. Steel trowel and broom finish new concrete.

Location : Bedroom/bathroom addition approximately 200 square feet  
Unattached garage 400 square feet

Provide and install a 4" thick, 2000 PSI concrete driveway slab reinforced with 6"x6" x10 gauge EWWM over earth sub grade compacted to the required density. Provide and install 1/2" thick PEJF every LF or whatever new concrete abuts existing concrete and score slab at a 5' O.C. Steel trowel and broom finish slab and slope at the rate of 1" in 10' for drainage.

Driveway to garage – approximately 250 sf

**5. Rough Framing..... \$ 2,000**

To include all necessary labor and materials to frame addition and interior modifications of existing residence as per plans.

**5.A.2**

Form and pour typical concrete ("T"/butress) (1/2) store footings.

Install 1/2" diameter x 10" anchor bolts at 6'-0" O.C.

Mudsill to be no closer than 6" to grade..

(Location: Bedroom addition South West corner of home; detached garage South West of home)

(Lineal Feet: 27

INSULATION- Provide and install insulation throughout addition areas.

Provide and install insulation for all exterior walls. Exterior walls: R-11;

Ceiling: R-30; Floor is not necessary (R-19)

**6. Rough Electrical..... \$ 1,800**

To include all necessary labor and materials to wire addition, including interior modifications of existing residence as per plans.

Home will be entirely re-wired and will include wiring for telephones in the master bedroom and kitchen.

**MAIN SERVICE PANEL:** Replace the main service entry panel with 200 amp CB main service in a rain-tight entrance panel box. Service feeds to meet all current local and national electrical codes for replacements. Reconnect existing circuits to new panel. Balance loads for existing circuits.

New circuits: (GFCI breaker of the same ampacity on circuits feeding the bathrooms, kitchen counter outlets, garage, and any exterior outlets); a 20 amp circuit breaker for the laundry outlets (one 30 amp 240v) for the on-demand hot water heater; one 50 amp 240v for the kitchen range; four 15 amp 120 v lights/general purpose; three 20amp/120 dedicated for kitchen one 20 amp/120v general purpose outlet circuit; two blank spaces0.

Provide and install number 8 bare copper hard drawn ground wire from the grounding terminal of the service entrance box and fastened to the street side of the metallic water serve pipe and to a rod 1/2" x 8' copper ground set 1"

above grade. Use a bronze grounding clamp. Ground wire must be in conduit where exposed to any external damage. ID all existing and new circuits at service panel/sub panel (s) in ink. Include new telephone lines in the existing locations.

**7. Finished Electrical..... \$ 1,000**

Provide and install new light fixture.

(Number of Units and location: 4 – ceiling fans- (3) bedrooms and living room, florescent overhead lighting kitchen and (2) bathrooms, overhead lighting garage, front port lighting, back porch lighting, exterior garage lighting, overhead chandelier - dining room, entry area overhead light and 2 hallway lights.

Provide and install a (direct wire/battery operated) smoke detectors. In all sleeping areas, living area, and centrally located in the hallways and/or areas giving access to all rooms used for sleeping areas. Total of 5 smoke detectors will be installed.

**8. Rough Plumbing..... \$ 3,800**

To include all necessary labor and materials to plumb addition, including interior modifications of existing residence as per plans.

**BUILDING SEWER:** Provide and install a new 4" ABS SCH40 building sewer from the dwelling to the (property line, city main.) Include (2) cleanouts (1 dual-sweep and 1 single-sweep).

**All work done within the city right-of-way must comply with the City of Modesto Engineering Standards.**

**MAIN WATER SERVICE SUPPLY:** Replace the existing water service piping from the water meter to the dwelling, with (1") SCH 40 PVC pipe and fittings.

At residence include a new cast brass shutoff valve.

**WATER PIPE:** Replace all water piping throughout dwelling with Type M copper tubing, sized to current code requirements.

Provide and install a new ¾ cast brass shutoff valve at service to water heater.

Provide and install all new angle stops, chrome escutcheon plates and supply tubes to all plumbing fixtures at existing locations.

At the end of all accessible runs install anti-hammer air chambers.

Install all new hose bibs at existing locations; new units to have approved backflow prevention devices attached.

All piping to be secured with approved fasteners at intervals specified in UPC.

All piping within the attic or crawl spaces shall be insulated.

**NOTE: WHERE VERTICALS ARE NOT ACCESSIBLE INSTALL A DIALECTRIC CONNECTOR BETWEEN THE NEW COPPER EXISTING RISERS.**

Provide and install new light fixtures in every room. 7 new fixtures will be installed inside the home. An exterior fixture will be installed on the front and

back porch and a third exterior fixture, with a motion sensor, will be installed on the garage.

Provide and install a (direct wire/battery operated) smoke detectors. In all sleeping areas and centrally located in the hallways and/or areas giving access to all rooms used for sleeping areas. There will be 4 smoke detectors. One in each of two bedrooms. One in the hall outside of the bedrooms and one in the living/dining/kitchen area.

**9. Exterior Wall Covering ..... \$ 4,900**

STUCCO : Provide and install new stucco finish over wire lath. Lath to be over double layer of 30/30/30 Kraft paper. Install week screed to a minimum of 6" above grand and 4" above floor membrane.

Scratch coat to be scored horizontally.

Brown coat: 3/8" thick

Color coat: 1/8"- 1/4" thick or to match existing.

WOOD SIDING : **Not applicable**

**10. Doors and Windows.....\$ in-kind**

FRONT ENTRY : Provide and install a new 1-3/4" thick, Solid Core exterior (steel-clad) or metal entry door as per plan. Door style shall be a 4 or 6 panel.

Provide and install three standard butt hinges and Yale locking systems with dead bolt. Provide adjustable vinyl weather-stripping at jambs and an extruded aluminum threshold with vinyl inserts. Provide a 1/2" peephole with a minimum 160 degree field of vision. Key all door locks alike.

SECONDARY EXITS : Provide and install a new 1-3/8" thick, Solid Core exterior or metal entry door as per plan. The door between living area and garage will have a self closing mechanism and have a home hour fire rating.

PATIO GLASS DOORS : Provide and install a set of dual paned and dual - glazed, tempered glass, sliding patio doors with patio locks. Door finish to be vinyl or mill finish aluminum.

INTERIOR DOORS : Provide and install 1-3/8" thick , paint-grade Hollow Core doors. Provide and install Yale brand privacy locksets and standard door stoppers.

CLOSET DOORS : Install a set of hallow core sliding closet doors or shutter style solid wood closet doors with floor guides and all necessary hardware

GARAGE DOOR : Replace deteriorated garage door with a new (fiberglass/wood/aluminum) garage single-vehicle door to fit existing opening. Provide segmented roll-up mechanism, all hardware and weather-stripping.

WINDOWS: Provide and install All-Weather or approved equal, dual-glazed white vinyl from widows with pin locks and screens as per plans.

**11. Appliances ..... \$ in-kind**

Provide brand new Energy Star (electric/ gas) Whirlpool kitchen range and brand new Energy Star Whirlpool refrigerator

**12. Sheetrock, Tape/Texture..... \$ 1,500**

Provide and install new ½" thick regular sheetrock to meet manufacturer's specifications and to building code throughout the home and the ceilings. Apply metal corners on all outside edges. Tape and texture.

**13. Exterior and Interior Painting..... \$ 500**

EXTERIOR: Burn, scrape, and remove loose paint from woodwork. Fill all depressions and cracks in exterior surfaces with approved wood fillers, to create a uniform finish. Prime entire exterior woodwork, install new rain gutters and down spouts and cover with a single coat of premium quality latex based primer/surface conditioner, to manufacturer's specification. Paint entire exterior woodwork, doors, rain gutters and downspouts with a premium quality latex, applied per manufacturer's specification, to achieve a uniform color coat.

INTERIOR: Burn, scrape and remove loose paint from kitchen cabinets and wood trim, built-ins and wood trim that will be restored. Prime all new materials with a premium quality primer per manufacturer's specifications. Paint all interior walls, ceilings, doors, closets, and trim with a premium quality semi-gloss or low sheen latex enamel paint applied per manufacturer's specifications.

**14. Finish Electrical..... \$ 500**

Provide and install all necessary finish wiring, receptacles, cover plates, and light fixtures as per plans. (Fixtures will range in price, depending on size and purpose, between \$15 per unit to \$100 per unit)

LIGHT BAR: Provide and install a new light bar fixture with 3-5 bulbs. The light fixture to be installed above the mirror and controlled by a single pole switch located near door entry to room. (Allowance: \$75.00)

CEILING FAN: Provide and install a 52" ceiling fan with 5 wood blades, 3 speed reversible motor in each of the bedrooms and the living room. The ceiling fan to be controlled by double pole switch to control the fan and the switch. (Allowance: \$100)

LIGHT BOX: Provide and install 2" x 4" birch finish light box with 3 florescent bulb light fixtures. Install at the existing location, light fixture to be controlled by a 3-way pole switch located near door entry to room (Allowance : \$200)

BATHROOM FAN: Provide and install a new fan unit in both bathroom ceilings, including all wiring. Install duct to exterior of dwelling. (Allowance: \$50.00 per unit)

OUTDOOR LIGHT : Provide and install lantern light fixtures with motion detection capacity and single switch located inside the home. (Allowance \$150 per unit for a total of 3 units. Front and back porch and garage)

**15. Finish Plumbing..... \$ 500**

**BATH VANITY :** Provide and install a 48" wide vanity cabinet including cultured marble top with molded bowl in both bathrooms as per plans. Top to have a 4" backsplash. Caulk all edges of vanity and top with silicone sealant. Faucet with pop-up drain and full p-trap assembly will be provided and installed.

**BATHTUB:** Provide and install a new 60"x 30" x 15" bathtub or bath with shower insert in the primary bathroom. The second bath will be designed with custom features to accommodate wheelchair access and will be hand framed and tiled to specifications provided by DRAIL or another agency that provides such technical assistance. Provide and install new chrome-plated brass escutcheons and spout with control valves of the pressure balance or the thermostatic mixing valve type. Handle position stops shall be provided on such valves and shall be adjusted per manufacturer's instructions to deliver a maximum mixed water setting of 120 degrees F (49 C), automatic diverter, 1/2" diameter shower arm tree, and shower head. Connect water supply to existing hot and cold water supply lines. All new work to be in copper or with pecks water system. All fixtures to be provided and installed.

**TOILET:** Provide and install a new, white American Standard "Cadet" pr approved equal, 1.6 gallon, closed coupled water closet in both bathrooms, with flapper style flush valve and anti-siphon ball cock. Provide seat and cover. Connect to existing sewer pipe, floor flange with new bowl wax seal and to the existing cold water supply pipe. Provide a chrome-plated angle valve, a new supply tube.

**KITCHEN SINK:** Provide and install a new double bowl white porcelain or stainless steel kitchen sink with a new single lever faucet and sprayer. Includes new shut off and supply tubes.

**GARBAGE DISPOSAL:** Provide and install a 1/2 horse powered split-phase motor. Continuous- type feed system. Stainless steel grind chamber, grind wheel and shredder ring.

**WATER HEATER:** Provide and install a new on-demand hot water heater. "UL Approved ignition, glass lined fiberglass insulated r16, gas water heater with energy star ratings. Connect to existing hot and cold water pipes. Provide pipe fittings, union, supports, shut-off valves, temperature and pressure relief valve and smitty pan. Relief valve shall have a 3/4" diameter copper drain pipe terminating 1" above base of smitty pan. Drain from smitty pan shall extend to the exterior of the building, pointing downwards terminating 6" above grade. Install a suitable draft diverter and vent pipe. Provide and install a seismic strap of 3/4" wide by 24 gauge perforated plumbers tape with 1/4" DIA. X 3" lag screw with flat washer fasten into the stud and to go around the water heater 360 at the upper 1/3 and bottom 1/3 and 4" above the control. Provide and install an 18" high fire resistant platform in the garage.

**16. Roofing.....\$ 3,000**



**STRIP ROOF:** Strip and dispose of existing deteriorated roof covering over residence and garage to bare wood sheathing. Remove all nails or pound flat. All holes over ½ ‘ in diameter shall be covered with metal flashing.

**TRUSSES:** Evaluate trusses. Replace damaged or rotted wood. Install braces and ballast supports to eliminate any swaying or sagging.

**SHEATHING:** Provide and install 15/32” CDX plywood sheathing over entire roof area. Nail and space as per county code.

**COMPOSITION ROOFING:** Provide and install a 220 lb., 40-50 year, class shingles per manufacturer’s specifications. Install over a layer of 15 lb. non-perforated roofing felt. Replace all sheet metal with new: including roof jacks and flashing/edge strips.

**RAIN GUTTERS:** Provide and install 6” galvanized rain gutters and downspouts as per plans.

**17. HVAC.....\$ 5,000**

**CENTRAL HEAT/ AIR CONDITIONING:** Provide and install a new 3 ½ ton, dual pack floor mounted unit. Provide new supply and return ducts, registers for each habitable room, blowers, controls, heat exchangers and wall thermostats. Test and balance unit after installation. All cold air returns and ducting in unconditioned space to be insulated to conform with current code requirements for replacement units.

**18. Solar Energy Panels.....\$ in-kind**

Install roof mounted solar panels. Energy generated will be converted to electricity whereby reducing demand on grid and helping the homeowner with reduced energy bills.

**19. Flooring.....\$ 1,500**

Provide and install hard wood flooring throughout out the house, with the exception of the bathrooms and kitchen, where no-wax wear layer vinyl sheet floor covering. Use adhesives recommended by the flooring manufactures and according to installation instructions.

**20. Kitchen Cabinets and Counter Tops.....\$ 500**

Provide and install upper cabinets and base cabinets with rise door fronts to conform to kitchen layout and specifications according to plans. Drawer glides shall be side mounted with a minimum of 50 lb rating. Provide and install ceramic counter tile with a full or a 4” backsplash. Counter Tops will be composed of 4x4 ceramic tile will be provided and installed in the kitchen area. This material is more durable than vinyl counter tops and is more attractive.

**21. Trim out to completion.....\$ 500**

Provide all necessary labor and materials to complete final trim out, including baseboards, closet specialties, bath accessories, door bell, mailbox, house numbers etc.

**22. Landscaping..... \$ in-kind**  
 Design and provide and install sprinkler system for front yard. Install grass lawn, decorative shrubs and bushes in planter area along the front and side of the home, plant a county approved shade tree in the front yard.

**23. Yard Fencing..... \$ 500**  
 Provide and install a redwood dog-eared fence around entire back yard area. Include a side gate entrance with locking mechanism and latch.

Work Total - Construction Budget			\$35,000
Permits			\$ 500
Stanis. County	acquisition		\$70,000
<b>Total Project Budget</b>			<b>\$120,500</b>
Grants and other Sources of Funding			Amount
PGE		Solar	\$15,000
MID		Solar Rebate	\$15,000
<b>Total Funds Committed</b>			<b>\$70,500</b>
Project Gap – funding request total			<b>\$35,000</b>

**HABITAT FOR HUMANITY, STANISLAUS COUNTY  
WORK WRITE-UP**

Jurisdiction: **Stanislaus County**

Property Acquisition Date: 7/31/08

Ground Breaking Date: TBD

Estimated construction timeline: 25 weeks

Total Amount Requested : \$50,000

Property Address: 1106 Tenaya Avenue, Modesto, CA 9535

*The work to be performed as a part of this estimate shall conform to all applicable Building Codes and to Stanislaus County's standards as specified in the Guidelines and Specifications. Permit fees, impact fees, temporary services and professional fees are NOT included in the estimate.*

.....  
DESCRIPTION OF WORK TO BE DONE  
.....

- |   |                   |
|---|-------------------|
| <b>1. Environmental Phase 1 Inspection.....</b>   | <b>\$ In-kind</b> |
| To include all required labor and materials to remove hazardous materials as outlined in the Phase 1 report and in compliance with all applicable standards and regulations governing such materials. |                   |
| <b>2. On and off-site improvements .....</b>  | <b>\$ 5,000</b>   |
| To include work required to tie project into existing area utility services and priming or installation of septic.  |                   |
| <b>3. Excavation and Demolition.....</b>  | <b>\$ 1,500</b>   |
| As per plans. To include all necessary interior and exterior demolition to build addition and all required trenching and grading in preparation for concrete.   |                   |
| <b>4. Concrete.....</b>   | <b>\$ 4,000</b>   |
| To include all required labor and materials to form and pour concrete footings and flatwork in accordance with plans.   |                   |

Form and pour 4" thick 2000 PSI concrete floor slab. Prepare and compact subgrade to required density, provide 4" thick compacted gravel base course, approved moisture barrier and 6"x6" x 10 gauge EWW reinforcement.

Provide ½” thick PEJF wherever new concrete abuts existing concrete. Steel trowel and broom finish new concrete.

Location : Bedroom/bathroom addition approximately 200 square feet  
Unattached garage 400 square feet

Provide and install a 4” thick, 2000 PSI concrete driveway slab reinforced with 6”x6” x10 gauge EWW over earth sub grade compacted to the required density. Provide and install ½” thick PEJF every LF or whatever new concrete abuts existing concrete and score slab at a 5’ O.C. Steel trowel and broom finish slab and slope at the rate of 1” in 10’ for drainage.

Driveway to garage – approximately 250 sf

**5. Rough Framing..... \$ 4,000**

To include all necessary labor and materials to frame addition and interior modifications of existing residence as per plans.

**5.A.2**

Form and pour typical concrete (“T”/butress) (1/2) store footings.

Install ½” diameter x 10” anchor bolts at 6’-0” O.C.

Mudsill to be no closer than 6” to grade..

(Location: Bedroom addition South West corner of home; detached garage South West of home)

(Lineal Feet: 27

INSULATION- Provide and install insulation throughout addition areas.

Provide and install insulation for all exterior walls. Exterior walls: R-11;

Ceiling: R-30; Floor is not necessary (R-19)

**6. Rough Electrical..... \$ 2,800**

To include all necessary labor and materials to wire addition, including interior modifications of existing residence as per plans.

Home will be entirely re-wired and will include wiring for telephones in the master bedroom and kitchen.

**MAIN SERVICE PANEL:** Replace the main service entry panel with 200 amp CB main service in a rain-tight entrance panel box. Service feeds to meet all current local and national electrical codes for replacements. Reconnect existing circuits to new panel. Balance loads for existing circuits.

New circuits: (GFCI breaker of the same ampacity on circuits feeding the bathrooms, kitchen counter outlets, garage, and any exterior outlets); a 20 amp circuit breaker for the laundry outlets (one 30 amp 240v) for the on-demand hot water heater; one 50 amp 240v for the kitchen range; four 15 amp 120 v lights/general purpose; three 20amp/120 dedicated for kitchen one 20 amp/120v general purpose outlet circuit; two blank spaces0.

Provide and install number 8 bare copper hard drawn ground wire from the grounding terminal of the service entrance box and fastened to the street side of the metallic water serve pipe and to a rod ½” x 8’ copper ground set 1”

above grade. Use a bronze grounding clamp. Ground wire must be in conduit where exposed to any external damage. ID all existing and new circuits at service panel/sub panel (s) in ink. Include new telephone lines in the existing locations.

**7. Finished Electrical..... \$ 1,000**

Provide and install new light fixture.

(Number of Units and location: 4 – ceiling fans- (3) bedrooms and living room, florescent overhead lighting kitchen and (2) bathrooms, overhead lighting garage, front port lighting, back porch lighting, exterior garage lighting, overhead chandelier - dining room, entry area overhead light and 2 hallway lights.

Provide and install a (direct wire/battery operated) smoke detectors. In all sleeping areas, living area, and centrally located in the hallways and/or areas giving access to all rooms used for sleeping areas. Total of 5 smoke detectors will be installed.

**8. Rough Plumbing..... \$ 3,800**

To include all necessary labor and materials to plumb addition, including interior modifications of existing residence as per plans.

**BUILDING SEWER:** Provide and install a new 4" ABS SCH40 building sewer from the dwelling to the (property line, city main.) Include (2) cleanouts (1 dual-sweep and 1 single-sweep).

**All work done within the city right-of-way must comply with the City of Modesto Engineering Standards.**

**MAIN WATER SERVICE SUPPLY:** Replace the existing water service piping from the water meter to the dwelling, with (1") SCH 40 PVC pipe and fittings. At residence include a new cast brass shutoff valve.

**WATER PIPE:** Replace all water piping throughout dwelling with Type M copper tubing, sized to current code requirements.

Provide and install a new ¾ cast brass shutoff valve at service to water heater.

Provide and install all new angle stops, chrome escutcheon plates and supply tubes to all plumbing fixtures at existing locations.

At the end of all accessible runs install anti-hammer air chambers.

Install all new hose bibs at existing locations; new units to have approved backflow prevention devices attached.

All piping to be secured with approved fasteners at intervals specified in UPC.

All piping within the attic or crawl spaces shall be insulated.

**NOTE: WHERE VERTICALS ARE NOT ACCESSIBLE INSTALL A DIALECTRIC CONNECTOR BETWEEN THE NEW COPPER EXISTING RISERS.**

Provide and install new light fixtures in every room. 7 new fixtures will be installed inside the home. An exterior fixture will be installed on the front and

back porch and a third exterior fixture, with a motion sensor, will be installed on the garage.

Provide and install a (direct wire/battery operated) smoke detectors. In all sleeping areas and centrally located in the hallways and/or areas giving access to all rooms used for sleeping areas. There will be 4 smoke detectors. One in each of two bedrooms. One in the hall outside of the bedrooms and one in the living/dining/kitchen area.

**9. Exterior Wall Covering ..... \$ 4,900**

STUCCO : Provide and install new stucco finish over wire lath. Lath to be over double layer of 30/30/30 Kraft paper. Install week screed to a minimum of 6" above grand and 4" above floor membrane.

Scratch coat to be scored horizontally.

Brown coat: 3/8" thick

Color coat: 1/8"- 1/4" thick or to match existing.

WOOD SIDING : **Not applicable**

**10. Doors and Windows.....\$ in-kind**

FRONT ENTRY : Provide and install a new 1-3/4" thick, Solid Core exterior (steel-clad) or metal entry door as per plan. Door style shall be a 4 or 6 panel.

Provide and install three standard butt hinges and Yale locking systems with dead bolt. Provide adjustable vinyl weather-stripping at jambs and an extruded aluminum threshold with vinyl inserts. Provide a 1/2" peephole with a minimum 160 degree field of vision. Key all door locks alike.

SECONDARY EXITS : Provide and install a new 1-3/8" thick, Solid Core exterior or metal entry door as per plan. The door between living area and garage will have a self closing mechanism and have a home hour fire rating.

PATIO GLASS DOORS : Provide and install a set of dual paned and dual - glazed, tempered glass, sliding patio doors with patio locks. Door finish to be vinyl or mill finish aluminum.

INTERIOR DOORS : Provide and install 1-3/8" thick , paint-grade Hallow Core doors. Provide and install Yale brand privacy locksets and standard door stoppers.

CLOSET DOORS : Install a set of hallow core sliding closet doors or shutter style solid wood closet doors with floor guides and all necessary hardware

GARAGE DOOR : Replace deteriorated garage door with a new (fiberglass/wood/aluminum) garage single-vehicle door to fit existing opening. Provide segmented roll-up mechanism, all hardware and weather-stripping.

WINDOWS: Provide and install All-Weather or approved equal, dual-glazed white vinyl from widows with pin locks and screens as per plans.

**11. Appliances ..... \$ in-kind**

Provide brand new Energy Star (electric/ gas) Whirlpool kitchen range and brand new Energy Star Whirlpool refrigerator

**12. Sheetrock, Tape/Texture..... \$ 3,500**

Provide and install new ½” thick regular sheetrock to meet manufacturer’s specifications and to building code throughout the home and the ceilings. Apply metal corners on all outside edges. Tape and texture.

**13. Exterior and Interior Painting..... \$ 500**

EXTERIOR: Burn, scrape, and remove loose paint from woodwork. Fill all depressions and cracks in exterior surfaces with approved wood fillers, to create a uniform finish. Primer entire exterior woodwork, install new rain gutters and down spouts and cover with a single coat of premium quality latex based primer/surface conditioner, to manufacturer’s specification. Paint entire exterior woodwork, doors, rain gutters and downspouts with a premium quality latex, applied per manufacturer’s specification, to achieve a uniform color coat.

INTERIOR: Burn, scrape and remove loose paint from kitchen cabinets and wood trim, built-ins and wood trim that will be restored. Prime all new materials with a premium quality primer per manufacturer’s specifications. Paint all interior walls, ceilings, doors, closets, and trim with a premium quality semi-gloss or low sheen latex enamel paint applied per manufacturer’s specifications.

**14. Finish Electrical..... \$ 500**

Provide and install all necessary finish wiring, receptacles, cover plates, and light fixtures as per plans. (Fixtures will range in price, depending on size and purpose, between \$15 per unit to \$100 per unit)

LIGHT BAR: Provide and install a new light bar fixture with 3-5 bulbs. The light fixture to be installed above the mirror and controlled by a single pole switch located near door entry to room. (Allowance: \$75.00)

CEILING FAN: Provide and install a 52” ceiling fan with 5 wood blades, 3 speed reversible motor in each of the bedrooms and the living room. The ceiling fan to be controlled by double pole switch to control the fan and the switch. (Allowance: \$100)

LIGHT BOX: Provide and install 2” x 4” birch finish light box with 3 florescent bulb light fixtures. Install at the existing location, light fixture to be controlled by a 3-way pole switch located near door entry to room (Allowance : \$200)

BATHROOM FAN: Provide and install a new fan unit in both bathroom ceilings, including all wiring. Install duct to exterior of dwelling. (Allowance: \$50.00 per unit)

OUTDOOR LIGHT : Provide and install lantern light fixtures with motion detection capacity and single switch located inside the home. (Allowance \$150 per unit for a total of 3 units. Front and back porch and garage)

**15. Finish Plumbing..... \$ 750**

**BATH VANITY :** Provide and install a 48" wide vanity cabinet including cultured marble top with molded bowl in both bathrooms as per plans. Top to have a 4" backsplash. Caulk all edges of vanity and top with silicone sealant. Faucet with pop-up drain and full p-trap assembly will be provided and installed.

**BATHTUB:** Provide and install a new 60"x 30" x 15" bathtub or bath with shower insert in the primary bathroom. The second bath will be designed with customs features to accommodate wheelchair access and will be hand framed and tiled to specifications provided by DRAIL or another agency that provides such technical assistance. Provide and install new chrome-plated brass escutcheons and spout with control valves of the pressure balance or the thermostatic mixing valve type. Handle position stops shall be provided on such valves and shall be adjusted per manufacturer's instructions to deliver a maximum mixed water setting of 120 degrees F (49 C), automatic diverter, 1/2" diameter shower arm tree, and shower head. Connect water supply to existing hot and cold water supply lines. All new work to be in copper or with pecks water system. All fixtures to be provided and installed.

**TOILET:** Provide and install a new, white American Standard "Cadet" pr approved equal, 1.6 gallon, closed coupled water closet in both bathrooms, with flapper style flush valve and anti-siphon ball cock. Provide seat and cover. Connect to existing sewer pipe, floor flange with new bowl wax seal and to the existing cold water supply pipe. Provide a chrome-plated angle valve, a new supply tube.

**KITCHEN SINK:** Provide and install a new double bowl white porcelain or stainless steel kitchen sink with a new single lever faucet and sprayer. Includes new shut off and supply tubes.

**GARBAGE DISPOSAL:** Provide and install a 1/2 horse powered split-phase motor. Continuous- type feed system. Stainless steel grind chamber, grind wheel and shredder ring.

**WATER HEATER:** Provide and install a new on-demand hot water heater. "UL Approved ignition, glass lined fiberglass insulated r16, gas water heater with energy star ratings. Connect to existing hot and cold water pipes. Provide pipe fittings, union, supports, shut-off valves, temperature and pressure relief valve and smitty pan. Relief valve shall have a 3/4" diameter copper drain pipe terminating 1" above base of smitty pan. Drain from smitty pan shall extend to the exterior of the building, pointing downwards terminating 6" above grade. Install a suitable draft diverter and vent pipe. Provide and install a seismic strap of 3/4" wide by 24 gauge perforated plumbers tape with 1/4" DIA. X 3" lag screw with flat washer fasten into the stud and to go around the water heater 360 at the upper 1/3 and bottom 1/3 and 4" above the control. Provide and install an 18" high fire resistant platform in the garage.

**16. Roofing.....\$ 3,000**



**STRIP ROOF:** Strip and dispose of existing deteriorated roof covering over residence and garage to bare wood sheathing. Remove all nails or pound flat. All holes over 1/2 ' in diameter shall be covered with metal flashing.

**TRUSSES:** Evaluate trusses. Replace damaged or rotted wood. Install braces and ballast supports to eliminate any swaying or sagging.

**SHEATHING:** Provide and install 15/32" CDX plywood sheathing over entire roof area. Nail and space as per county code.

**COMPOSITION ROOFING:** Provide and install a 220 lb., 40-50 year, class shingles per manufacturer's specifications. Install over a layer of 15 lb. non-perforated roofing felt. Replace all sheet metal with new: including roof jacks and flashing/edge strips.

**RAIN GUTTERS:** Provide and install 6" galvanized rain gutters and downspouts as per plans.

**17. HVAC.....\$ 5,450**

**CENTRAL HEAT/ AIR CONDITIONING:** Provide and install a new 3 1/2 ton, dual pack floor mounted unit. Provide new supply and return ducts, registers for each habitable room, blowers, controls, heat exchangers and wall thermostats. Test and balance unit after installation. All cold air returns and ducting in unconditioned space to be insulated to conform with current code requirements for replacement units.

**18. Solar Energy Panels.....\$ in-kind**

Install roof mounted solar panels. Energy generated will be converted to electricity whereby reducing demand on grid and helping the homeowner with reduced energy bills.

**19. Flooring.....\$ 2,500**

Provide and install hard wood flooring throughout out the house, with the exception of the bathrooms and kitchen, where no-wax wear layer vinyl sheet floor covering. Use adhesives recommended by the flooring manufactures and according to installation instructions.

**20. Kitchen Cabinets and Counter Tops.....\$ 1,500**

Provide and install upper cabinets and base cabinets with rise door fronts to conform to kitchen layout and specifications according to plans. Drawer glides shall be side mounted with a minimum of 50 lb rating. Provide and install ceramic counter tile with a full or a 4" backsplash. Counter Tops will be composed of 4x4 ceramic tile will be provided and installed in the kitchen area. This material is more durable than vinyl counter tops and is more attractive.

**21. Trim out to completion.....\$ 2,500**

Provide all necessary labor and materials to complete final trim out, including baseboards, closet specialties, bath accessories, door bell, mailbox, house numbers etc.

**22. Landscaping..... \$ 2,000**  
 Design and provide and install sprinkler system for front yard. Install grass lawn, decorative shrubs and bushes in planter area along the front and side of the home, plant a county approved shade tree in the front yard.

**23. Yard Fencing..... \$ 800**  
 Provide and install a redwood dog-eared fence around entire back yard area. Include a side gate entrance with locking mechanism and latch.

Work Total - Construction Budget			\$50,000
Permits			\$ 500
Stanis. County	acquisition		\$70,000
Architectural and Engineering			\$ 5,000
<b>Total Project Budget</b>			<b>\$125,500</b>
Grants and other Sources of Funding			Amount
PGE		Solar	\$15,000
MID		Solar Rebate	\$15,000
<b>Total Funds Committed</b>			<b>\$75,500</b>
Project Gap – funding request total			<b>\$50,000</b>

## HOUSING REHABILITATION LOAN AGREEMENT

This Housing Rehabilitation Loan Agreement (hereafter "Agreement") is made and entered into by and between the **Stanislaus County Redevelopment Agency** ("Agency") and **Habitat for Humanity, Stanislaus County**, a California non-profit corporation ("Habitat") on **November , 2008**.

### Recitals

A. The real property located at **1102 Tenaya Drive, Modesto** is in the unincorporated area of Stanislaus County, California, as more particularly described in Exhibit A attached hereto and, by this reference, made a part hereof, (the "Property").

B. Habitat desires to rehabilitate Property with an existing dwelling ("Habitat House") to the property for the purpose of providing sustaining affordable housing.

C. The Agency administers the Housing Rehabilitation Program with Redevelopment Housing Set-Aside funds ("Program Funds") for the purpose of sustaining and providing affordable housing.

D. The Agency is willing to advance Program Funds to Habitat for it to rehabilitate sub-standard housing and provide affordable housing opportunities for lower income persons on the terms and conditions set forth in this Agreement.

Now, Therefore, the parties mutually agree as follows:

### Terms and Conditions

1. The Agency will advance to Habitat the sum of **\$35,000.00** from its Program Funds for the purpose of rehabilitating the Habitat House as necessary for occupancy.

2. Prior to or concurrent with Agency funding under Section 1, Habitat will execute an interest free promissory note in the amount of **\$35,000.00**, and a deed of trust in substantially the same form as the Promissory Note and the Deed of Trust collectively attached as Exhibit B and, by this reference, made a part of this Agreement. Habitat agrees and acknowledges that the Promissory Note and the Deed of Trust shall be recorded against the Property with the County Recorder of the County of Stanislaus and shall appear of record with respect to and as encumbrances to the Property. Habitat further acknowledges that this Agreement may also be recorded.

3. Habitat will purchase the Property and, thereafter, will cause the Habitat House to be rehabilitated as necessary for occupancy within 18 months from the date the County advances funds to Habitat. Habitat will place a Qualified Purchaser in the Habitat House within one year from the date the Property and the Habitat House are suitable for occupancy. "Qualified

Purchaser” means a person or persons who are at eighty percent (80%) of the median area income for Stanislaus County at the time of occupancy of the Habitat House.

4. The Agency agrees to subordinate this Agreement, the Promissory Note and Deed of Trust to a purchase money deed of trust executed by a Qualified Purchaser.

5. Habitat shall structure the sale of the Property and Habitat House so that purchase payments are and remain affordable for a Qualified Purchaser, and so that such payment schedule is transferable to successor Qualified Purchasers of the Property.

6. The Property shall be used as the principal residence of the Qualified Purchaser and his/her family and for no other purpose. A Qualified Purchaser shall not enter into an agreement for the rental or lease of the Property.

7. Unless otherwise provided for in this Agreement, the full amount of the funds advanced to Habitat shall be due and payable 45 years after Habitat issues a certificate of occupancy to the first Qualified Purchaser. Habitat may, with permission of the Agency, make payments to the Agency without penalty prior to the scheduled due on date.

8. The funds advanced by the Agency to Habitat under this Agreement that are unpaid, shall become immediately due and payable when (a) the Property is sold or transferred to a non-Qualified Purchaser, including, without limitation, lease, exchange or other disposition of the Property or any interest therein whether voluntary or involuntary; (b) Habitat fails to purchase the Property, relocate the Habitat House or place a Qualified Purchaser in the Habitat House within the specified time period; or (c) Habitat fails to perform any other provision of this Agreement in the manner provided after 30-day notice by the Agency to cure such default.

9. If this Agreement is terminated by either party before the purchase of the property, both parties shall be relieved of all their obligations hereunder. If this Agreement is terminated by either party after the loan closing date, Habitat shall immediately become liable for payment to the Agency, or its designee, the outstanding principal at the date of termination.

10. When the funds advanced to Habitat are paid in full, the Agency shall execute and record a reconveyance.

11. Habitat or a Qualified Purchaser shall maintain for the term of this Agreement fire insurance adequate to cover all encumbrances on the property. In areas designated by HUD as flood prone, Habitat or a Qualified Purchaser shall maintain flood insurance in an amount adequate to secure the full amount of funds advanced under this Agreement. For all insurance policies, the Agency shall be designated as loss payee for the amount of the funds advanced to Habitat under this Agreement, and a statement of loss payee shall be forwarded to the Agency.

12. Habitat and any Qualified Purchaser shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property.

13. Habitat shall defend, indemnify, and hold harmless the Agency and its officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. Habitat shall remain fully obligated for the payment of taxes, liens, and assessments related to the Property.

14. Habitat shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and advancing funds to Habitat pursuant to this Agreement.

15. Habitat shall cause the Qualified Purchaser to comply with all applicable State, federal and local law, regulations and ordinances. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any County ordinance, rule, or regulation.

16. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Habitat: Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County  
630 Kearney Avenue  
Modesto, CA 95350

To Agency: Stanislaus County Redevelopment Agency  
Attention: Executive Director  
1010 10th Street, Suite 3400  
Modesto CA 95354

Either party may change its address for notice by giving written notice thereof to the other party.

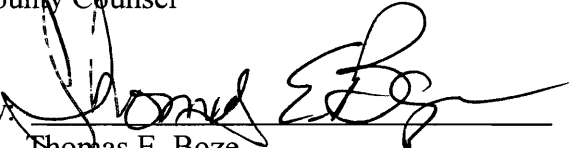
16. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement shall be instituted in the Superior Court of the County of Stanislaus, State of California.

17. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the parties.

18. Failure to exercise any right the Agency may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

19. This Agreement, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the parties concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

<p><b>Stanislaus County Redevelopment Agency</b></p> <p>By: _____          Kirk Ford          Interim Executive Director</p> <p style="text-align: center;">"Agency"</p>	<p><b>Habitat for Humanity, Stanislaus County</b></p> <p>By: _____          Anita Hellam          Executive Director</p> <p style="text-align: center;">"Habitat"</p>
<p>APPROVED AS TO FORM:          John P. Doering          County Counsel</p> <p>By:  _____          Thomas E. Boze          Deputy County Counsel</p>	

I:\USERS\ROCHA\RDA\Habitat\Housing Rehab\Housing Rehab Loan Agmt 510 Benson, Modesto.wpd

**EXHIBIT A**

**DESCRIPTION OF REAL PROPERTY**

That property located in the unincorporated area of Stanislaus County, State of California, more particularly described as:

**LOT 36 IN BLOCK 2049, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, EMERICH TRACT, FILED FOR RECORD MAY 31, 1945, IN VOLUME 14 of MAPS, PAGE 33, STANISLAUS COUNTY RECORDS.**

**APN: 035-012-006**

**PROMISSORY NOTE SECURED BY DEED OF TRUST**

DO NOT DESTROY THE ORIGINAL OF THIS NOTE: When paid, the original Note, together with the Deed of Trust securing it, must be surrendered to the Trustee for cancellation and retention before reconveyance will be made.

**\$35,000.00**

**Modesto, California  
November \_\_\_\_, 2008**

On or before November \_\_\_\_\_ 2053, for value received, **Habitat for Humanity, Stanislaus County** (the "Borrower") promises to pay to **Stanislaus County Redevelopment Agency** (the "Holder"), or order, at 1010 Tenth Street, Suite 3400, Modesto, California, or any other place designated in writing submitted by Holder to Borrower, the principal sum of Thirty Five Thousand Dollars and No Cents (\$35,000.00), or so much thereof as may be advanced. No interest shall accrue under this Note. Principal under this Note shall be paid in lawful money of the United States.

The Borrower reserves the right to prepay at any time all or any part of the Note without the payment of penalties or premiums to the Holder. Any and all payments on this Note shall be applied to the principal due on the Note.

The Borrower shall abide by all covenants contained in the Housing Rehabilitation Loan Agreement of even date. In the event of any inconsistencies between this Note and the Housing Rehabilitation Loan Agreement, the latter shall prevail.

This Note is secured by a certain Deed of Trust of even date to Old Republic Title Company, a California corporation, as Trustee, executed by Borrower in favor of Holder.

Should default be made in payment when due, or in the performance of the Housing Rehabilitation Loan Agreement, or in the performance of the agreements contained in the Deed of Trust securing this Note or in the Housing Rehabilitation Loan Agreement, the whole sum of principal shall become immediately due and payable at Holder's option. Failure by Holder to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Should suit be commenced to collect payments due under this Note or any portion thereof, the prevailing party may recover reasonable attorney's fees in addition to any other relief allowed by law.

In Witness Whereof, the Note has been duly executed by the undersigned, as of this date.

---

Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County



## HOUSING REHABILITATION LOAN AGREEMENT

This Housing Rehabilitation Loan Agreement (hereafter "Agreement") is made and entered into by and between the **Stanislaus County Redevelopment Agency** ("Agency") and **Habitat for Humanity, Stanislaus County**, a California non-profit corporation ("Habitat") on **November 12, 2008**.

### Recitals

- A. The real property located at **1102 Tenaya Drive, Modesto** is in the unincorporated area of Stanislaus County, California, as more particularly described in Exhibit A attached hereto and, by this reference, made a part hereof, (the "Property").
- B. Habitat desires to rehabilitate Property with an existing dwelling ("Habitat House") to the property for the purpose of providing sustaining affordable housing.
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5. Habitat shall structure the sale of the Property and Habitat House so that purchase payments are and remain affordable for a Qualified Purchaser, and so that such payment schedule is transferable to successor Qualified Purchasers of the Property.

6. The Property shall be used as the principal residence of the Qualified Purchaser and his/her family and for no other purpose. A Qualified Purchaser shall not enter into an agreement for the rental or lease of the Property.

7. Unless otherwise provided for in this Agreement, the full amount of the funds advanced to Habitat shall be due and payable 45 years after Habitat issues a certificate of occupancy to the first Qualified Purchaser. Habitat may, with permission of the Agency, make payments to the Agency without penalty prior to the scheduled due on date.

8. The funds advanced by the Agency to Habitat under this Agreement that are unpaid, shall become immediately due and payable when (a) the Property is sold or transferred to a non-Qualified Purchaser, including, without limitation, lease, exchange or other disposition of the Property or any interest therein whether voluntary or involuntary; (b) Habitat fails to purchase the Property, relocate the Habitat House or place a Qualified Purchaser in the Habitat House within the specified time period; or (c) Habitat fails to perform any other provision of this Agreement in the manner provided after 30-day notice by the Agency to cure such default.

9. If this Agreement is terminated by either party before the purchase of the property, both parties shall be relieved of all their obligations hereunder. If this Agreement is terminated by either party after the loan closing date, Habitat shall immediately become liable for payment to the Agency, or its designee, the outstanding principal at the date of termination.

10. When the funds advanced to Habitat are paid in full, the Agency shall execute and record a reconveyance.

11. Habitat or a Qualified Purchaser shall maintain for the term of this Agreement fire insurance adequate to cover all encumbrances on the property. In areas designated by HUD as flood prone, Habitat or a Qualified Purchaser shall maintain flood insurance in an amount adequate to secure the full amount of funds advanced under this Agreement. For all insurance policies, the Agency shall be designated as loss payee for the amount of the funds advanced to Habitat under this Agreement, and a statement of loss payee shall be forwarded to the Agency.

12. Habitat and any Qualified Purchaser shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property.

13. Habitat shall defend, indemnify, and hold harmless the Agency and its officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. Habitat shall remain fully obligated for the payment of taxes, liens, and assessments related to the Property.

14. Habitat shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and advancing funds to Habitat pursuant to this Agreement.

15. Habitat shall cause the Qualified Purchaser to comply with all applicable State, federal and local law, regulations and ordinances. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any County ordinance, rule, or regulation.

16. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Habitat: Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County  
630 Kearney Avenue  
Modesto, CA 95350

To Agency: Stanislaus County Redevelopment Agency  
Attention: Executive Director  
1010 10th Street, Suite 3400  
Modesto CA 95354

Either party may change its address for notice by giving written notice thereof to the other party.



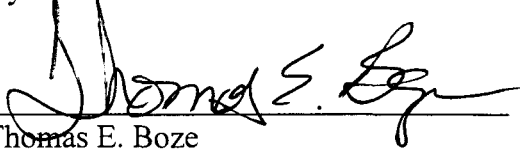
16. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement shall be instituted in the Superior Court of the County of Stanislaus, State of California.

17. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the parties.

18. Failure to exercise any right the Agency may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

19. This Agreement, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the parties concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

<p><b>Stanislaus County Redevelopment Agency</b></p> <p>By:  Kirk Ford Interim Executive Director</p> <p>"Agency"</p>	<p><b>Habitat for Humanity, Stanislaus County</b></p> <p>By:  Anita Hellam Executive Director</p> <p>"Habitat"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Thomas E. Boze Deputy County Counsel</p>	

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Recording Requested By  
And For The Benefit Of:  
and  
When Recorded Mail To:

Stanislaus County  
Redevelopment Agency  
Attn: Executive Director  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

Space Above For Recorder's Use

## DEED OF TRUST

THIS DEED OF TRUST, made this \_\_\_\_\_ day of November, 2008, by between **Habitat for Humanity, Stanislaus County** (the "Trustor"); **Stanislaus County Redevelopment Agency** (the "Beneficiary"); and Old Republic Title Company (the "Trustee");

Trustor irrevocably grants, transfers and assigns to Trustee, in trust, with the power of sale, all that property located at 1102 Tenaya Drive in the City of Modesto, County of Stanislaus, State of California, and more particularly described as:

LOT 36 IN BLOCK 2049, AS SHOWN UPON THAT CERTAIN MAP ENTITLED,  
EMERICH TRACT, FILED FOR RECORD MAY 31, 1945, IN VOLUME 14 OF  
MAPS, PAGE 33, STANISLAUS COUNTY RECORDS  
APN: 035-012-006

FOR THE PURPOSE OF SECURING:

(1) Performance of each agreement of Trustor incorporated by reference or contained in this Deed of Trust, including, but not limited to, the Promissory Note Secured by Deed of Trust and the Housing Rehabilitation Loan Agreement;

(2) Payment of the indebtedness evidenced by a Promissory Note, and any extension or renewal of that Note, in the principal sum of Thirty Five Thousand Dollars and No Cents (\$35,000.00), executed by Trustor on this date in favor of the Beneficiary or order; and

(3) Payment of any further sums that the then record owner of the Property hereafter may borrow from Beneficiary, when evidenced by another not or notes reciting it is so secured.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

### Maintenance and Repair

(1) To keep the Property in good condition and repair; not to remove or demolish any building on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act on the Property in violation of law; and to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the Property may be reasonably necessary.

### Fire Insurance

(2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary on any indebtedness secured by the Deed of Trust and in any order determined by Beneficiary, or at the option of Beneficiary the entire amount so collected or any part of that amount may be released to Trustor. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

### Defense of Security

(3) To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

### Payment of Liens and Taxes

(4) To pay at least 30-days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock; all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust; and all costs, fees and expenses of this Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, the Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by the Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand on Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter on the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

### Reimbursement of Costs

(5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from the date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

B. THE PARTIES AGREE THAT:

### Condemnation Award

(1) Any award of damages in connection with any taking or condemnation, or for injury to the Property by reason of public use, or for damages for private trespass or injury to the property, is hereby assigned and shall be paid to Beneficiary as further security for all obligations secured by the Deed of Trust. On receipt of any such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds for fire or other insurance.

### Trustee's Powers

(2) On written request of Beneficiary and presentation of this Deed of Trust and Promissory Note for endorsement, Trustee may (a) reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of all or any part of the Property; (c) join in granting any easement on the Property; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining property as security for the repayment of the full amount secured by this Deed of Trust.

### Full Reconveyance

(3) On written request of the Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust, the Promissory Note, and any other notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Promissory Note and this Deed of Trust, unless directed in the request to retain them.

### Default in Foreclosure

(4) On default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any obligation under this Deed of Trust, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a

written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, the Promissory Note, and all documents evidencing any additional expenditures secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by the Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter of fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this Paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by the Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

#### General Provisions

(5) This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder or owner, including pledgee, of the Promissory Note secured by this Deed of Trust, whether or not named as a beneficiary in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors and assigns of any such person. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

#### Acceptance by Trustee

(6) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

#### Substitution of Trustees

(7) Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall set forth the following: the date of recordation of this Deed of Trust; the name of the Trustor; the book and page where this Deed of Trust is recorded; and the name of the new Trustee. When executed by



Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without reconveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

#### Cumulative Powers and Remedies

(8) The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or give by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

#### Conclusiveness of Recitals

(9) The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions. Further, the recitals shall be binding and conclusive on the Trustor, the Trustor's heirs, executors, administrators, successors, and assigns, and all other persons.

#### Co-Trustees

(10) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

#### Attorneys' Fees

(11) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

- Signatures on Following Page -

In Witness Whereof, this Deed of Trust has been duly executed by the undersigned, as of this date.

\_\_\_\_\_  
Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County

ACKNOWLEDGMENT

State of California            )  
  )     ss  
County of Stanislaus        )

On November \_\_\_\_\_, 2008 before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared ANITA HELLAM, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## HOUSING REHABILITATION LOAN AGREEMENT

This Housing Rehabilitation Loan Agreement (hereafter "Agreement") is made and entered into by and between the **Stanislaus County Redevelopment Agency** ("Agency") and **Habitat for Humanity, Stanislaus County**, a California non-profit corporation ("Habitat") on **November , 2008**.

### Recitals

- A. The real property located at **1106 Tenaya Drive, Modesto** is in the unincorporated area of Stanislaus County, California, as more particularly described in Exhibit A attached hereto and, by this reference, made a part hereof, (the "Property").
- B. Habitat desires to rehabilitate Property with an existing dwelling ("Habitat House") to the property for the purpose of providing sustaining affordable housing.
- C. The Agency administers the Housing Rehabilitation Program with Redevelopment Housing Set-Aside funds ("Program Funds") for the purpose of sustaining and providing affordable housing.
- D. The Agency is willing to advance Program Funds to Habitat for it to rehabilitate sub-standard housing and provide affordable housing opportunities for lower income persons on the terms and conditions set forth in this Agreement.

Now, Therefore, the parties mutually agree as follows:

### Terms and Conditions

1. The Agency will advance to Habitat the sum of **\$50,000.00** from its Program Funds for the purpose of rehabilitating the Habitat House as necessary for occupancy.
2. Prior to or concurrent with Agency funding under Section 1, Habitat will execute an interest free promissory note in the amount of **\$50,000.00**, and a deed of trust in substantially the same form as the Promissory Note and the Deed of Trust collectively attached as Exhibit B and, by this reference, made a part of this Agreement. Habitat agrees and acknowledges that the Promissory Note and the Deed of Trust shall be recorded against the Property with the County Recorder of the County of Stanislaus and shall appear of record with respect to and as encumbrances to the Property. Habitat further acknowledges that this Agreement may also be recorded.
3. Habitat will purchase the Property and, thereafter, will cause the Habitat House to be rehabilitated as necessary for occupancy within 18 months from the date the County advances funds to Habitat. Habitat will place a Qualified Purchaser in the Habitat House within one year from the date the Property and the Habitat House are suitable for occupancy. "Qualified

Purchaser" means a person or persons who are at eighty percent (80%) of the median area income for Stanislaus County at the time of occupancy of the Habitat House.

4. The Agency agrees to subordinate this Agreement, the Promissory Note and Deed of Trust to a purchase money deed of trust executed by a Qualified Purchaser.

5. Habitat shall structure the sale of the Property and Habitat House so that purchase payments are and remain affordable for a Qualified Purchaser, and so that such payment schedule is transferable to successor Qualified Purchasers of the Property.

6. The Property shall be used as the principal residence of the Qualified Purchaser and his/her family and for no other purpose. A Qualified Purchaser shall not enter into an agreement for the rental or lease of the Property.

7. Unless otherwise provided for in this Agreement, the full amount of the funds advanced to Habitat shall be due and payable 45 years after Habitat issues a certificate of occupancy to the first Qualified Purchaser. Habitat may, with permission of the Agency, make payments to the Agency without penalty prior to the scheduled due on date.

8. The funds advanced by the Agency to Habitat under this Agreement that are unpaid, shall become immediately due and payable when (a) the Property is sold or transferred to a non-Qualified Purchaser, including, without limitation, lease, exchange or other disposition of the Property or any interest therein whether voluntary or involuntary; (b) Habitat fails to purchase the Property, relocate the Habitat House or place a Qualified Purchaser in the Habitat House within the specified time period; or (c) Habitat fails to perform any other provision of this Agreement in the manner provided after 30-day notice by the Agency to cure such default.

9. If this Agreement is terminated by either party before the purchase of the property, both parties shall be relieved of all their obligations hereunder. If this Agreement is terminated by either party after the loan closing date, Habitat shall immediately become liable for payment to the Agency, or its designee, the outstanding principal at the date of termination.

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11. Habitat or a Qualified Purchaser shall maintain for the term of this Agreement fire insurance adequate to cover all encumbrances on the property. In areas designated by HUD as flood prone, Habitat or a Qualified Purchaser shall maintain flood insurance in an amount adequate to secure the full amount of funds advanced under this Agreement. For all insurance policies, the Agency shall be designated as loss payee for the amount of the funds advanced to Habitat under this Agreement, and a statement of loss payee shall be forwarded to the Agency.

12. Habitat and any Qualified Purchaser shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property.

13. Habitat shall defend, indemnify, and hold harmless the Agency and its officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. Habitat shall remain fully obligated for the payment of taxes, liens, and assessments related to the Property.

14. Habitat shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and advancing funds to Habitat pursuant to this Agreement.

15. Habitat shall cause the Qualified Purchaser to comply with all applicable State, federal and local law, regulations and ordinances. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any County ordinance, rule, or regulation.

16. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Habitat: Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County  
630 Kearney Avenue  
Modesto, CA 95350

To Agency: Stanislaus County Redevelopment Agency  
Attention: Executive Director  
1010 10th Street, Suite 3400  
Modesto CA 95354

Either party may change its address for notice by giving written notice thereof to the other party.

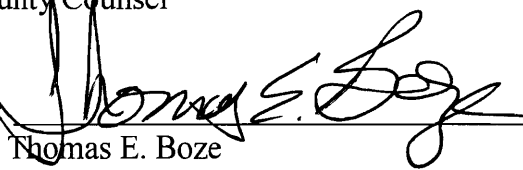
16. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement shall be instituted in the Superior Court of the County of Stanislaus, State of California.

17. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the parties.

18. Failure to exercise any right the Agency may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

19. This Agreement, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the parties concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

<p><b>Stanislaus County Redevelopment Agency</b></p> <p>By: _____          Kirk Ford          Interim Executive Director</p> <p style="text-align: center;">"Agency"</p>	<p><b>Habitat for Humanity, Stanislaus County</b></p> <p>By: _____          Anita Hellam          Executive Director</p> <p style="text-align: center;">"Habitat"</p>
<p>APPROVED AS TO FORM:          John P. Doering          County Counsel</p> <p>By:           Thomas E. Boze          Deputy County Counsel</p>	

**EXHIBIT A**

**DESCRIPTION OF REAL PROPERTY**

That property located in the unincorporated area of Stanislaus County, State of California, more particularly described as:

**LOT 35 IN BLOCK 2049, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, EMERICH TRACT, FILED FOR RECORD MAY 31, 1945, IN VOLUME 14 of MAPS, PAGE 33, STANISLAUS COUNTY RECORDS.**

**APN: 035-012-007**

## PROMISSORY NOTE SECURED BY DEED OF TRUST

DO NOT DESTROY THE ORIGINAL OF THIS NOTE: When paid, the original Note, together with the Deed of Trust securing it, must be surrendered to the Trustee for cancellation and retention before reconveyance will be made.

**\$50,000.00**

**Modesto, California  
November \_\_\_\_, 2008**

On or before November \_\_ 2053, for value received, **Habitat for Humanity, Stanislaus County** (the "Borrower") promises to pay to **Stanislaus County Redevelopment Agency** (the "Holder"), or order, at 1010 Tenth Street, Suite 3400, Modesto, California, or any other place designated in writing submitted by Holder to Borrower, the principal sum of Fifty Thousand Dollars and No Cents (\$50,000.00), or so much thereof as may be advanced. No interest shall accrue under this Note. Principal under this Note shall be paid in lawful money of the United States.

The Borrower reserves the right to prepay at any time all or any part of the Note without the payment of penalties or premiums to the Holder. Any and all payments on this Note shall be applied to the principal due on the Note.

The Borrower shall abide by all covenants contained in the Housing Rehabilitation Loan Agreement of even date. In the event of any inconsistencies between this Note and the Housing Rehabilitation Loan Agreement, the latter shall prevail.

This Note is secured by a certain Deed of Trust of even date to Old Republic Title Company, a California corporation, as Trustee, executed by Borrower in favor of Holder.

Should default be made in payment when due, or in the performance of the Housing Rehabilitation Loan Agreement, or in the performance of the agreements contained in the Deed of Trust securing this Note or in the Housing Rehabilitation Loan Agreement, the whole sum of principal shall become immediately due and payable at Holder's option. Failure by Holder to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Should suit be commenced to collect payments due under this Note or any portion thereof, the prevailing party may recover reasonable attorney's fees in addition to any other relief allowed by law.

In Witness Whereof, the Note has been duly executed by the undersigned, as of this date.

---

Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County



## HOUSING REHABILITATION LOAN AGREEMENT

This Housing Rehabilitation Loan Agreement (hereafter "Agreement") is made and entered into by and between the **Stanislaus County Redevelopment Agency** ("Agency") and **Habitat for Humanity, Stanislaus County**, a California non-profit corporation ("Habitat") on **November 12, 2008**.

### Recitals

A. The real property located at **1106 Tenaya Drive, Modesto** is in the unincorporated area of Stanislaus County, California, as more particularly described in Exhibit A attached hereto and, by this reference, made a part hereof, (the "Property").

B. Habitat desires to rehabilitate Property with an existing dwelling ("Habitat House") to the property for the purpose of providing sustaining affordable housing.

C. The Agency administers the Housing Rehabilitation Program with Redevelopment Housing Set-Aside funds ("Program Funds") for the purpose of sustaining and providing affordable housing.

D. The Agency is willing to advance Program Funds to Habitat for it to rehabilitate sub-standard housing and provide affordable housing opportunities for lower income persons on the terms and conditions set forth in this Agreement.

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3. Habitat will purchase the Property and, thereafter, will cause the Habitat House to be rehabilitated as necessary for occupancy within 18 months from the date the County advances funds to Habitat. Habitat will place a Qualified Purchaser in the Habitat House within one year from the date the Property and the Habitat House are suitable for occupancy. "Qualified

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5. Habitat shall structure the sale of the Property and Habitat House so that purchase payments are and remain affordable for a Qualified Purchaser, and so that such payment schedule is transferable to successor Qualified Purchasers of the Property.

6. The Property shall be used as the principal residence of the Qualified Purchaser and his/her family and for no other purpose. A Qualified Purchaser shall not enter into an agreement for the rental or lease of the Property.

7. Unless otherwise provided for in this Agreement, the full amount of the funds advanced to Habitat shall be due and payable 45 years after Habitat issues a certificate of occupancy to the first Qualified Purchaser. Habitat may, with permission of the Agency, make payments to the Agency without penalty prior to the scheduled due on date.

8. The funds advanced by the Agency to Habitat under this Agreement that are unpaid, shall become immediately due and payable when (a) the Property is sold or transferred to a non-Qualified Purchaser, including, without limitation, lease, exchange or other disposition of the Property or any interest therein whether voluntary or involuntary; (b) Habitat fails to purchase the Property, relocate the Habitat House or place a Qualified Purchaser in the Habitat House within the specified time period; or (c) Habitat fails to perform any other provision of this Agreement in the manner provided after 30-day notice by the Agency to cure such default.

9. If this Agreement is terminated by either party before the purchase of the property, both parties shall be relieved of all their obligations hereunder. If this Agreement is terminated by either party after the loan closing date, Habitat shall immediately become liable for payment to the Agency, or its designee, the outstanding principal at the date of termination.

10. When the funds advanced to Habitat are paid in full, the Agency shall execute and record a reconveyance.

11. Habitat or a Qualified Purchaser shall maintain for the term of this Agreement fire insurance adequate to cover all encumbrances on the property. In areas designated by HUD as flood prone, Habitat or a Qualified Purchaser shall maintain flood insurance in an amount adequate to secure the full amount of funds advanced under this Agreement. For all insurance policies, the Agency shall be designated as loss payee for the amount of the funds advanced to Habitat under this Agreement, and a statement of loss payee shall be forwarded to the Agency.

12. Habitat and any Qualified Purchaser shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property.

13. Habitat shall defend, indemnify, and hold harmless the Agency and its officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. Habitat shall remain fully obligated for the payment of taxes, liens, and assessments related to the Property.

14. Habitat shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and advancing funds to Habitat pursuant to this Agreement.

15. Habitat shall cause the Qualified Purchaser to comply with all applicable State, federal and local law, regulations and ordinances. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any County ordinance, rule, or regulation.

16. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Habitat: Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County  
630 Kearney Avenue  
Modesto, CA 95350

To Agency: Stanislaus County Redevelopment Agency  
Attention: Executive Director  
1010 10th Street, Suite 3400  
Modesto CA 95354

Either party may change its address for notice by giving written notice thereof to the other party.


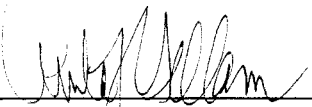
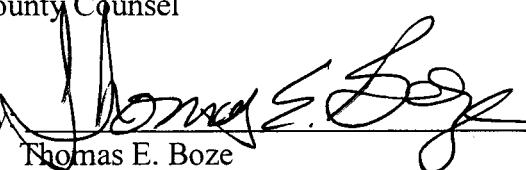
16. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement shall be instituted in the Superior Court of the County of Stanislaus, State of California.

17. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the parties.

18. Failure to exercise any right the Agency may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

19. This Agreement, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the parties concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

<p><b>Stanislaus County Redevelopment Agency</b></p> <p>By:           Kirk Ford          Interim Executive Director</p> <p style="text-align: center;">"Agency"</p>	<p><b>Habitat for Humanity, Stanislaus County</b></p> <p>By:           Anita Hellam          Executive Director</p> <p style="text-align: center;">"Habitat"</p>
<p>APPROVED AS TO FORM:          John P. Doering          County Counsel</p> <p>By:           Thomas E. Boze          Deputy County Counsel</p>	

Recording Requested By  
And For The Benefit Of:  
and  
When Recorded Mail To:

Stanislaus County  
Redevelopment Agency  
Attn: Executive Director  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

Space Above For Recorder's Use

## DEED OF TRUST

THIS DEED OF TRUST, made this \_\_\_\_\_ day of November, 2008, by between **Habitat for Humanity, Stanislaus County** (the "Trustor"); **Stanislaus County Redevelopment Agency** (the "Beneficiary"); and Old Republic Title Company (the "Trustee");

Trustor irrevocably grants, transfers and assigns to Trustee, in trust, with the power of sale, all that property located at 1106 Tenaya Drive in the City of Modesto, County of Stanislaus, State of California, and more particularly described as:

LOT 35 IN BLOCK 2049, AS SHOWN UPON THAT CERTAIN MAP ENTITLED,  
EMERICH TRACT, FILED FOR RECORD MAY 31, 1945, IN VOLUME 14 OF  
MAPS, PAGE 33, STANISLAUS COUNTY RECORDS  
APN: 035-012-007

### FOR THE PURPOSE OF SECURING:

(1) Performance of each agreement of Trustor incorporated by reference or contained in this Deed of Trust, including, but not limited to, the Promissory Note Secured by Deed of Trust and the Housing Rehabilitation Loan Agreement;

(2) Payment of the indebtedness evidenced by a Promissory Note, and any extension or renewal of that Note, in the principal sum of Fifty Thousand Dollars and No Cents (\$50,000.00), executed by Trustor on this date in favor of the Beneficiary or order; and

(3) Payment of any further sums that the then record owner of the Property hereafter may borrow from Beneficiary, when evidenced by another not or notes reciting it is so secured.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

Maintenance and Repair

(1) To keep the Property in good condition and repair; not to remove or demolish any building on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act on the Property in violation of law; and to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the Property may be reasonably necessary.

Fire Insurance

(2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary on any indebtedness secured by the Deed of Trust and in any order determined by Beneficiary, or at the option of Beneficiary the entire amount so collected or any part of that amount may be released to Trustor. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

Defense of Security

(3) To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

Payment of Liens and Taxes

(4) To pay at least 30-days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock; all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust; and all costs, fees and expenses of this Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, the Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by the Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand on Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter on the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

### Reimbursement of Costs

(5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from the date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

B. THE PARTIES AGREE THAT:

### Condemnation Award

(1) Any award of damages in connection with any taking or condemnation, or for injury to the Property by reason of public use, or for damages for private trespass or injury to the property, is hereby assigned and shall be paid to Beneficiary as further security for all obligations secured by the Deed of Trust. On receipt of any such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds for fire or other insurance.

### Trustee's Powers

(2) On written request of Beneficiary and presentation of this Deed of Trust and Promissory Note for endorsement, Trustee may (a) reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of all or any part of the Property; (c) join in granting any easement on the Property; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining property as security for the repayment of the full amount secured by this Deed of Trust.

### Full Reconveyance

(3) On written request of the Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust, the Promissory Note, and any other notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Promissory Note and this Deed of Trust, unless directed in the request to retain them.

### Default in Foreclosure

(4) On default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any obligation under this Deed of Trust, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, the Promissory Note, and all documents evidencing any additional expenditures secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by the Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter of fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this Paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by the Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

### General Provisions

(5) This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder or owner, including pledgee, of the Promissory Note secured by this Deed of Trust, whether or not named as a beneficiary in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors and assigns of any such person. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

### Acceptance by Trustee

(6) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.



### Substitution of Trustees

(7) Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall set forth the following: the date of recordation of this Deed of Trust; the name of the Trustor; the book and page where this Deed of Trust is recorded; and the name of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without reconveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

### Cumulative Powers and Remedies

(8) The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or give by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

### Conclusiveness of Recitals

(9) The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions. Further, the recitals shall be binding and conclusive on the Trustor, the Trustor's heirs, executors, administrators, successors, and assigns, and all other persons.

### Co-Trustees

(10) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

### Attorneys' Fees

(11) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

— Signatures on Following Page —

In Witness Whereof, this Deed of Trust has been duly executed by the undersigned, as of this date.

\_\_\_\_\_  
Anita Hellam, Executive Director  
Habitat for Humanity, Stanislaus County

ACKNOWLEDGMENT

State of California            )  
  )        ss  
County of Stanislaus        )

On November \_\_\_\_, 2008 before me, \_\_\_\_\_ ( \_\_\_\_\_ ), personally appeared ANITA HELLAM, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

SITTING AS THE REDEVELOPMENT AGENCY  
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency

BOARD AGENDA # 9:15 a.m.- VII-B

Urgent

Routine

AGENDA DATE November 4, 2008

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Award Contract to George Reed, Inc., of Modesto, California, for the Construction of the Keyes Improvement Project - Phase 2 and Related Items Associated with the Award

STAFF RECOMMENDATIONS:

1. Award contract to George Reed, Inc., of Modesto, California, for the construction of the Keyes Improvement Project - Phase 2, in the amount of \$13,671,124.45.
2. Authorize the Executive Director for the Redevelopment Agency to execute a contract with George Reed, Inc., in the amount of \$13,671,124.45.
3. Authorize the Executive Director for the Redevelopment Agency to execute change orders in accordance with Public Contract Code, Section 20142.

(Continued on Page 2)

FISCAL IMPACT:

Total costs remaining for delivery of this project is estimated to be \$18.2 million. Keyes Community Services District will be responsible for \$791,578.34 inclusive of direct construction costs, a 10% construction contingency and Public Works Administration costs. The Redevelopment Agency will be responsible for \$17,467,428.51 inclusive of direct construction costs, a 10% construction contingency, Public Works Administration costs and project budget contingency. Previously allocated funds remaining include \$1.8 million for Nolte Engineering providing project engineering services and \$249,785 for Stantec to provide project surveying. A breakdown of costs is provided below: (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-767

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien  
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) X Approved as recommended

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

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

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

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS: (Continued)**

4. Upon project completion, authorize the Executive Director for the Redevelopment Agency to accept the completed improvements and perform all necessary closeout activities.
5. Direct the Auditor-Controller to increase appropriations by \$16,198,866.51 (\$15,483,866.51 Construction Costs + \$715,000 Project Budget Contingency) and estimated revenues by \$791,578.34 (KCSD responsibility) per the financial transaction sheet.

**FISCAL IMPACT: (Continued)**

TOTAL CONSTRUCTION COST (RDA+ KCSD)	\$	13,671,124.45
Construction Contingency (~10%)	\$	1,370,676.00
PW Admin (RDA + KCSD)	\$	442,066.06
Subtotal	\$	15,483,866.51
NOLTE (remaining from previously awarded contract -Engineering)	\$	1,810,355.25
Stantec (remaining from previously awarded contract - Survey)	\$	249,785.09
Project Budget Contingency	\$	715,000.00
Total Project Cost remaining	\$	18,259,006.85
<b>KCSD Funding Responsibility</b>	<b>\$</b>	<b>791,578.34</b>
<b>RDA Funding Responsibility</b>	<b>\$</b>	<b>17,467,428.51</b>

The Keyes Community Services District will deposit in the Redevelopment Agency account the sum of \$791,578.34, within five days after approval of the item, to cover for their expenses as defined within the MOU between the District and the Agency dated June 26, 2007.

The remaining project costs will be covered by Stanislaus County Redevelopment Agency funds. In December 2005, the Agency completed a tax allocation bond sale in the amount of \$15,615,000 specifically to fund the Keyes project. With interest earned and with other agency-allocated funds, there are sufficient funds available for this project. There will be no impact to the Stanislaus County General Fund.

Pursuant to the recent ballot procedure and action by the Board of Supervisors on April 15, 2008, County Service Area (CSA) No. 26 will fund the ongoing maintenance for the Keyes Storm Drain Infrastructure Project.

**DISCUSSION:**

The Stanislaus County Redevelopment Agency identified the Keyes Storm Drain Project for construction in its 2000-2004 Implementation Plan. In December 2004, the Agency adopted its 2005-2009 Implementation Plan and again included and scheduled the

Approval to Award Contract to George Reed, Inc. of Modesto, California, for the Construction of the Keyes Improvement Project - Phase 2

Page 3

Keyes Storm Drain Project for construction. Steps began during the prior period to fund both the design of the project, as well as the financing for its construction. Both steps were completed during FY 2005/2006, and the Agency commenced the construction.

The project was to be delivered under a two-phase construction approach. Phase I consisted of, the construction and installation of a Continuous Deflective Separator (CDS) Storm Water Treatment Unit (SWTU), in accordance with the California Environmental Protection Agency, State Water Resources Control Board (SWRCB). This phase was completed in the summer of 2007.

Phase 2 construction consists of the installation of about six miles of underground storm drain pipe collection system, new streets with curb, gutter and inlets for those six miles, a five-pump lift station with its own back-up generator, increase of the existing Bonita Ranch basin capacity and the upgrade of the existing pumping lift station to the discharge point to the TID lateral canal 2-1/2 and related improvements to Hatch Park. The construction time is estimated to take eighteen to twenty four months, depending on the rain fall during the winters. The Redevelopment Agency (Agency) has partnered with the Keyes Community Service District (District) through a Memorandum of Understanding (MOU) approved by the Agency on June 29, 2007. This MOU underlines that combining each party's improvement projects will reduce the cost of performing this work, and will serve the public interest by promoting public health, safety, welfare, providing a well-planned infrastructure system, supporting efficient delivery of public services, and creating effective partnerships.

On October 08, 2008, seven sealed bids were received, publicly opened and read. A summary of the bids received follows:

<b><u>Contractor</u></b>	<b><u>Base Bid</u></b>	<b><u>Add. Alt. #1 KCSD</u></b>
George Reed, Inc.	\$12,964,357.45	\$706,767.00
Preston Pipelines, Inc.	\$14,644,630.00	\$717,459.00
DSS Company	\$15,231,093.75	\$693,378.00
Mountain Cascade, Inc.	\$15,641,668.00	\$851,200.00
Granite Const. Co.	\$15,899,568.50	\$714,560.00
Teichert Const.	\$16,046,840.00	\$863,246.00
Granite Rock Co.	\$18,283,447.00	\$989,628.00

The Agency has partnered with Public Works in projects that included Bret Harte Sewer, Salida Storm Drain, Shackelford Sewer, and most recently Robertson Road Sewer and is committed to continue this partnership during the construction of the Keyes Storm Drain Improvement Project, Phase 2. At this time, Agency staff recommends to the Board that the contract be awarded to the lowest responsive bidder, George Reed, Inc. of Modesto, California, in the amount of \$13,671,124.45.

**POLICY ISSUES:**

The project described supports the Board of Supervisors priority of a well-planned infrastructure and efficient delivery of services and is consistent with the Redevelopment Implementation Plan, the Stanislaus County General Plan, and the Stanislaus County Capital Improvement Plan.

**STAFFING IMPACT:**

There is no additional staffing impact associated with this item.

**ATTACHMENTS:**

- A. Agreement
- B. Financial Transaction Sheet

I:\USERS\Nancy\RDA\11-4-08 RDA Agenda\Award George Reed BOS 3-kf.doc



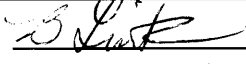
**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	
Period	Oct-08
Organization	Stanislaus Budget Org
	BO#

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	2061	25790	63470			.0	15,756,800.45			Other Contracts Exp.	
2	2061	25790	73580			.0	442,066.06			Govt. Fd PW Engin.	
3	2061	25790	29720			.0		791,578.34		Other Gov. Agencies	
4						.0					
5						.0					
6						.0					
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23						.0					
24						.0					
25						.0					
<b>Totals</b>							<b>16,198,866.51</b>	<b>791,578.34</b>			

Explanation:  
-----  
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<b>Requesting Department</b>	<b>CEO</b>	<b>Auditors Office Only</b>	
			
Signature	Signature	Prepared By	Admin Approval (\$75K+)
10/30/08	10/30/08		10/30/08
Date	Date	Date	Date

Contact Person & Phone Number

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

**TRANSMITTAL**

Date: December 5, 2008

To: Suzi Seibert, Assistant Clerk of the Board

Re: Attachments for November 4, 2008 – 9:15 a.m. – VII-B. (Redevelopment Agency)

From: Linda Allsop, Morgan Road  
209-525-4157

Hi Suzi:

Board Item: Approval to Award Contract to George Reed, Inc., of Modesto, California,  
for the Construction of the Keyes Improvement Project – Phase 2 and  
Related Items Associated with the Award

Attached are the following:

Agreement with George Reed

Bid results

All submitted bids



## AGREEMENT

THIS AGREEMENT, dated this 4th day of November, 2008, by and between GEORGE REED, INC. ("Contractor"), whose place of business is located at 140 Empire Avenue, Modesto, California 95354 ("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. 2008-767 adopted on the 4th day of November, 2008 awarded to Contractor the following Contract:

### **Keyes Improvement Project, Phase 2**

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 **Stantec Consulting Inc.** and **Fremming, Parson & Pecchenino** designed the respective Projects and furnished the Plans and Specifications. Stantec Consulting Inc. and Fremming, Parson & Pecchenino shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Nolte and Associates** 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 **372** Working Days from the date when the Contract Time commences to run as provided in Section 4, Special Provisions.

### 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 **Six thousand seven hundred seventy dollars (\$6,770.00)** 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 and General Conditions 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

Special Provisions  
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 in 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 the County, the Board, the 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(ies) 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 General Conditions and Section (References and Definitions) 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.

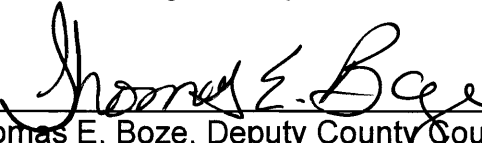
**COUNTY OF STANISLAUS**

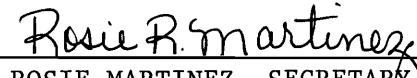
**GEORGE REED, INC.**

By:   
Kirk Ford, Interim Executive Director  
Redevelopment Agency

By:   
Its: BILL FARIS, VICE PRESIDENT  
Title (If Corporation: Chairman, President,  
or Vice President)

APPROVED AS TO FORM AND LEGALITY  
John P. Doering, County Counsel

By:   
Thomas E. Boze, Deputy County Counsel

By:   
Its: ROSIE MARTINEZ, SECRETARY/TREASURER  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer, or  
Assistant Treasurer)

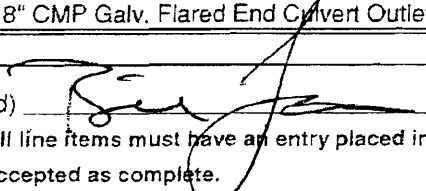
COUNTY RESOLUTION NO. 2008-767

END OF DOCUMENT

**BASE BID**  
**CONTRACTOR'S BID SHEET**  
**FOR**  
**KEYES IMPROVEMENT PROJECT, PHASE 2**

9/19/2008

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)
1	Project Mobilization	LS	1	100000-	100000-
2	Construction Area Traffic Control Devices	LS	1	135000-	135000-
3	NOT USED	-	-	-	-
4	General Clearing & Grubbing	LS	1	151000-	151000-
5	Remove Concrete Curb & Gutter	LF	930	4.25	3,952.50
6	Remove Concrete Sidewalk	SF	4,230	0.90	3,807.00
7	Remove Concrete Valley Gutter	SF	200	1.10	220.00
8	Remove Concrete Driveway	SF	2250	1.20	2,700.00
9	Remove Catch Basin	EA	29	210.00	6,090.00
10	Remove & Abandon Rockwell	EA	32	2,500.00	80,000.00
11	Remove Area Drains	EA	23	78.00	1,794.00
12	Remove Manhole	EA	4	420.00	1,680.00
13	Remove & Abandon French Drain (w/ 48" CMP)	LF	529	90.00	47,610.00
14	Remove Storm Drain Pipe	LF	1,574	20.50	32,267.00
15	Remove Tree	EA	49	1,000.00	49,000.00
16	Remove Existing AC Pavement	SF	1,138,000	0.18	204,840.00
17	Roadway Excavation	CY	59,400	5.00	297,000.00
18	Remove Construction Fence (@ Basin)	LF	950	2.55	2,422.50
19	Fence Relocation/Replacement	LF	800	15.00	12,000.00
19A	Barbed Wire Fence	LF	260	7.00	1,820.00
19B	Chain Link Fence	LF	372	20.50	7,626.00
19C	Wood Fence	LF	55	52.00	2,860.00
19D	Masonry Wall	LF	10	208.00	2,080.00
20	84" RCP Storm Drain Pipe	LF	87	415.00	36,105.00
21	60" RCP Storm Drain Pipe	LF	2,130	170.00	362,100.00
22	48" RCP Storm Drain Pipe	LF	950	123.00	116,850.00
23	42" RCP Storm Drain Pipe	LF	2,650	104.00	275,600.00
24	36" RCP Storm Drain Pipe	LF	2,970	78.00	231,660.00
25	30" RCP Storm Drain Pipe	LF	4,190	60.00	251,400.00
26	24" RCP Storm Drain Pipe	LF	5,880	41.50	244,020.00
27	18" RCP Storm Drain Pipe	LF	10,430	45.50	474,565.00
28	18" RCP Storm Drain Pipe (Class V)	LF	400	47.00	18,800.00
29	12" RCP Storm Drain Pipe	LF	790	35.00	27,650.00
30	12" DIP Storm Drain Pipe	LF	163	74.00	12,062.00
31	18" CMP Galv. Flared End Culvert Outlet	EA	1	360.00	360.00
<b>SUB-TOTAL 1</b>					<b>3199941-</b>

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: 9/25/08

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.

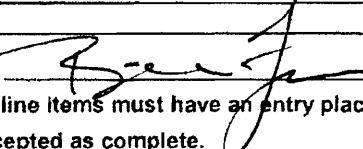


**BASE BID  
CONTRACTOR'S BID SHEET  
KEYES IMPROVEMENT PROJECT, PHASE 2**

9/19/2008

Page 2 of 5

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)
32	1"-2" Crushed Rock (Mottsinger RD. Erosion Control)	CY	2	237.00	474.00
33	148" Oversize Manhole	EA	1	50,000.00	50,000.00
34	120" Oversize Manhole	EA	7	30,000.00	210,000.00
35	106" Oversize Manhole	EA	2	25,000.00	50,000.00
36	99" Oversize Manhole	EA	9	23,000.00	207,000.00
37	92" Oversize Manhole	EA	10	18,750.00	187,500.00
38	48" Dia. Base Manhole	EA	76	2,600.00	197,600.00
39	Connect to Existing Manhole	EA	4	875.00	3,500.00
40	Type A GO Drainage Inlet	EA	79	2,250.00	177,750.00
41	Type B GO Drainage Inlet	EA	17	2,250.00	38,250.00
42	Type C OS Drainage Inlet	EA	32	2,650.00	84,800.00
43	Catch Basin Alternate (Co.Plates 4-G5)	EA	3	2,650.00	7,950.00
44	36" Area Drain Manhole	EA	4	2,350.00	9,400.00
45	Connect to Existing Drainage Inlet	EA	12	625.00	7,500.00
46	6" Vertical Curb	LF	61	18.75	1,143.75
47	6" Vertical Curb & Gutter	LF	9,355	13.50	126,292.50
48	4 1/2" Drive-Over Curb & Gutter	LF	43,904	13.00	570,752.00
49	8" Median Concrete Vertical Curb	LF	133	20.25	2,693.25
50	Concrete Valley Gutter	SF	20	87.00	1,740.00
51	Return w/HC Ramps (incl C&G-S/W)	EA	110	1,450.00	159,500.00
52	Mid-Block HC Ramp (incl C&G - S/W)	EA	5	1,450.00	7,250.00
53	Concrete Sidewalk (Replacement)	SF	17,702	5.00	88,510.00
54	Median Concrete	SF	360	15.19	5,468.40
55	Std. Concrete Driveway Approach	SF	1,436	8.50	12,206.00
56	Concrete Alley Approach	SF	4400	8.50	37,400.00
57	Commercial Concrete Driveway Approach	SF	982	9.00	8,838.00
58	Pre-Cast Curb Stops	EA	4	65.00	260.00
59	Asphalt Concrete (Type A)	TON	31,943	78.75	2516511.25
60	Class 2 Aggregate Base	CY	18,960	44.25	838980.00
61	Pavement Reinforcing Fabric	SF	4,250	2.10	8,925.00
62	4" AC Dike (Type F)	LF	954	1.70	1,621.80
63	Existing AC Grind & Overlay	SF	70,000	0.90	63,000.00
64	Adjust Existing Utility Grates & Covers	EA	165	425.00	70,125.00
65	Survey Monument Well	EA	80	160.00	12,800.00
66	Concrete Driveway Transition	SF	1920	10.00	19,200.00
67	2" AC/Native Driveway Transition	SF	6750	3.00	20,250.00
<b>SUB-TOTAL 2</b>		-	-	-	<b>5804190.25</b>

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: 10/8/08

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.

*Bill Faris*

**BASE BID  
CONTRACTOR'S BID SHEET  
KEYES IMPROVEMENT PROJECT, PHASE 2**

9/19/2008

Page 3 of 5

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)
68	Gravel/Crushed Rock Driveway Transition	YD	530	50.50	26,765.00
69	Striping Detail 21 (single yellow strip)	LF	7,800	.50	3,900.00
70	Striping Detail 24 (double yellow strip)	LF	10,400	.79	8,216.00
71	Stop Bar & Legend	EA	91	115.00	10,465.00
72	Stop Legend	EA	19	80.00	1,520.00
73	Stop Ahead Legend	EA	19	160.00	3,040.00
74	School Legend	EA	2	105.00	210.00
75	Slow School X'ing Ahead Legend	EA	2	265.00	530.00
76	Pedestrian Crosswalk	LF	1,700	1.05	1,785.00
77	Turn Arrow (Type 4)	EA	1	68.00	68.00
78	Parking Strip	LF	1,800	.55	990.00
79	Detail 27b (median striping)	LF	640	1.05	672.00
80	White Painted Median Curb (reflective panel)	LF	50	1.05	52.50
81	Red Painted Curb ("Fire Hydrant No Parking")	LF	1,380	.55	759.00
82	Roadside Sign W17 (Stop Ahead)	EA	4	158.00	632.00
83	Roadside Sign R1 (Stop)	EA	3	158.00	474.00
84	Roadside Sign W53A (No Outlet)	EA	1	158.00	158.00
85	Roadside Sign W31 (Gate-Yellow Reflective)	EA	1	158.00	158.00
86	Basin Excavation (Approx. 19000 CY)	LS	1	87,500.00	87,500.00
87	Basin Perimeter Berm (Approx. 6000 CY)	LS	1	30,000.00	30,000.00
	<b>DEWATERING</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>
88A	Pump Station Dewatering Without Aquitard	LS	1	160,000-	XXXXXXXXXX
88B	Pump Station Dewatering With Aquitard	LS	1	110,000-	XXXXXXXXXX
88C	Trench Dewatering - Group 2 (Per Kleinfelder 7/31/08 Memo)	LF	9,000	30-	XXXXXXXXXX
88D	Trench Dewatering - Group 3 (Per Kleinfelder 7/31/08 Memo)	LF	3,600	50-	XXXXXXXXXX
88E	Trench Dewatering - Group 4 (Per Kleinfelder 7/31/08 Memo)	LF	200	150-	XXXXXXXXXX
88F	(Pump Station + Trench) Sub-Total	FP	1	XXXXXXXXXX	\$ 750,000.00
89	Excavation/Shoring System	LS	1	106,500.00	106,500.00
90	Gouted Rock Riprap Bed	SF	1,320	8.25	10,890.00
91	90 HP Pump (Flgvt CP 3501/745)	EA	5	125,000.00	625,000.00
92	3 HP Sump Pump (Flgvt - NP 3085/092 MT)	EA	2	9,400.00	18,800.00
93	20" Ductile Iron 90 Deg Elbow	EA	5	4,800.00	24,000.00
94	20" Ductile Iron 22 1/2 Deg Bend	EA	5	4,300.00	21,500.00
95	30" x 20" Ductile Iron Reducer	EA	5	11,400.00	57,000.00
96	20" Ductile Iron Pipe	LF	150	425.00	63,750.00
97	30" Ductile Iron Pipe	LF	150	230.00	34,500.00
98	20" Swing Check Valve	EA	5	11,800.00	59,000.00
99	20" x 8" Tee	EA	5	4,150.00	20,750.00
100	4" Ductile Iron Pipe	LF	80	123.00	9,840.00
<b>SUB-TOTAL 3</b>					<b>1,979,424.50</b>

(Signed) *Bill Faris* **BILL FARIS, VICE PRESIDENT** Date: 10/8/08

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**BASE BID**

**CONTRACTOR'S BID SHEET**

**KEYES IMPROVEMENT PROJECT, PHASE 2**

9/19/2008

Page 4 of 5

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)
101	6" Ductile Iron Pipe	LF	100	62.50	6,250.00
102	4" Swing Check Valve	EA	2	1,240.00	2,480.00
103	4" Plug Valve	EA	2	925.00	1,850.00
104	6" X 4" Ductile Iron Reducer	EA	2	185.00	370.00
105	4" Ductile Iron 90 Deg Elbow	EA	2	170.00	340.00
106	6" Ductile Iron 11 1/4 Deg Bend	EA	4	200.00	800.00
107	8" Air/Vacuum Valve	EA	5	4,150.00	20,750.00
108	Pump Station Structure w/Grate & Trash Rack	LS	1	535,000.00	535,000.00
109	4'x8' Bubble-up Structure w/Grate	EA	5	11,000.00	55,000.00
110	8'x12' Valve Box w/Hatch (2)	EA	2	20,000.00	40,000.00
111	5.5'x8' Valve Box w/Hatch	EA	1	15,000.00	15,000.00
112	36" Dia. Valve Box w/Hatch	EA	1	3,600.00	3,600.00
113	1" Backflow Preventer	EA	1	2,075.00	2,075.00
114	Stilling Well	LS	1	1,800.00	1,800.00
115	Generator Wall Enclosure	LS	1	57,000.00	57,000.00
116	Generator	LS	1	175,000.00	175,000.00
117	Yard Hydrant	EA	1	1,575.00	1,575.00
118	Chain Link Fencing (Pump Station Enclosure)	LF	300	36.50	10,950.00
119	Conduit & Wiring Systems	LS	1	60,000.00	60,000.00
120	Disconnect Switches & Control Boxes	LS	1	16,200.00	16,200.00
121	Motor Control Center	LS	1	212,000.00	212,000.00
122	Programming for PLC & Control Devices	LS	1	30,000.00	30,000.00
123	Transformer Pad & Bollards	LS	1	4,750.00	4,750.00
124	Start-up and Testing	LS	1	11,400.00	11,400.00
125	Existing Pump Station Upgrade (16HP Motors)	LS	1	84,000.00	84,000.00
126	Starters Upgrades For Existing Pump Station	LS	1	19,700.00	19,700.00
127	Landscaping & Irrigation Retrofit (Bonita Ranch Park)	LS	1	120,000.00	120,000.00
128	Relocate Exist. 36" Bubble-up	EA	2	1,450.00	2,900.00
129	Relocate Exist. 24" Bubble-up	EA	1	1,300.00	1,300.00
130	36" Bubble-up	EA	5	2,600.00	13,000.00
131	Stub and Plug 30"	EA	1	415.00	415.00
132	Connect to Exist. 84" Stub	EA	2	4,100.00	8,200.00
133	Connect to Exist. 30" Stub	EA	1	1,250.00	1,250.00
134	Connect to Exist. 18" Stub	EA	2	415.00	830.00
135	Rodent Barrier (J-Drain option)	SF	100,000	.90	90,000.00
136	Water Pollution Control	LS	1	5,300.00	5,300.00
<b>SUB-TOTAL 4</b>			-	-	<b>1611085-</b>

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: 9/25/08

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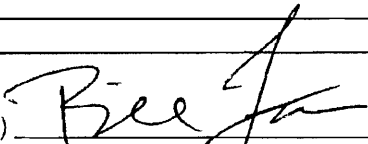
BASE BID  
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 KEYES IMPROVEMENT PROJECT, PHASE 2  
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9/19/2008

137	SWPPP Preparation	LS	1	4,250.00	4,250.00
138	SWPPP Implementation	FP	1	\$ 180,000.00	\$ 180,000.00
139	Hatch Park Landscape Improvements	-	-	-	-
139A	Site Clean-up and Demolition	LS	1	12,000.00	12,000.00
139B	Site Grading/RIP 12" Deep - 2 Directions	LS	1	24,750.00	24,750.00
139C	Irritrol Irrigation Controller, Electrical Service & Strong Box Enclosure	LS	1	54,000.00	54,000.00
139D	3" Water Service Connection -Use existing Backflow, Re-Plumb	LS	1	22,000.00	22,000.00
139E	Finish Grading/Soil Preparation	SF	147,000	.31	45,570.00
139F	Lawn Seeding	SF	147,000	.09	13,230.00
139G	90-Day Maintenance	LS	1	10,000.00	10,000.00
139H	Chain Link Fencing	LF	890	4.40	3,916.00
<b>SUB-TOTAL 5</b>			-	-	- 369716-
<b>TOTAL BASE BID</b>					12964367.45

**BID SUMMARY**

	SUB-TOTAL 1	3199941-
	SUB-TOTAL 2	5804190.95
	SUB-TOTAL 3	1979424.50
	SUB-TOTAL 4	1611086-
	SUB-TOTAL 5	369716-
<b>TOTAL BASE BID</b>		12964367.45

(Signed)  BILL FARIS, VICE PRESIDENT Date: 9/25/08

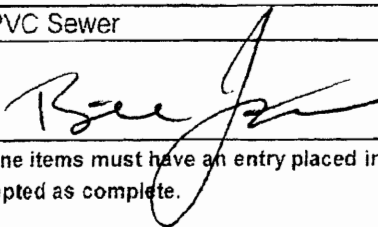
Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

(ADDITIVE ALTERNATIVE NO. 1)

7/31/2008

**CONTRACTOR'S BID SHEET**  
FOR  
**KEYES COMMUNITY SERVICES DISTRICT**  
**WATER & SEWER RELOCATIONS**

item	Description	Unit	Approx. Quantity	Unit Price (in figures)	Total (in figures)
1	KCSD Bonds & Insurance	LS	1	10000-	10000-
2	Shoring, Sheeting & Bracing	LS	1	10000-	10000-
3	Demolition, Removal, Clearing & Grubbing	LS	1	10000-	10000-
4	4" PVC Water Line	LF	140	65.00	9,100.00
5	6" PVC Water Line	LF	570	60.00	34,200.00
6	8" PVC Water Line	LF	5120	48.00	245,760.00
7	12" PVC Water Line	LF	1070	60.00	64,200.00
8	12" DIP Water Line	LF	54	73.00	3,942.00
9	4" Valve	EA	4	1,020.00	4,080.00
10	6" Valve	EA	21	1,275.00	26,775.00
11	8" Valve	EA	45	1,550.00	69,750.00
12	12" Valve	EA	2	2,050.00	4,100.00
13	Reinstall 8" Valve	EA	1	775.00	775.00
14	Reinstall 12" Valve	EA	1	825.00	825.00
15	Fire Hydrant	EA	3	4,600.00	13,800.00
16	Reinstall Fire Hydrant & Spool	EA	2	3,300.00	6,600.00
17	3/4" Water Service	EA	2	1,250.00	2,500.00
18	1" Water Service	EA	1	1,325.00	1,325.00
19	Replace 3/4" Water Service	EA	11	1,310.00	14,410.00
20	Replace 1" Water Service	EA	5	1,350.00	6,750.00
21	Replace 2" Water Service	EA	1	1,550.00	1,550.00
22	4" Temporary Backflow Preventor	EA	6	4,600.00	27,600.00
23	6" Temporary Backflow Preventor	EA	1	5,150.00	5,150.00
24	4" Temporary Blowoff	EA	13	775.00	10,075.00
25	6" Temporary Blowoff	EA	1	830.00	830.00
26	Temporary Sampling Point	EA	11	520.00	5,720.00
27	4" PVC Sewer	LF	130	41.00	5,330.00
28	6" PVC Sewer	LF	430	45.00	19,350.00

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: AUGUST 27, 2008

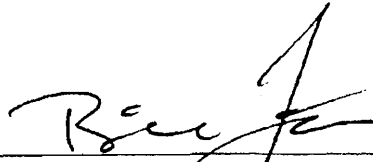
Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

ADDITIVE ALTERNATIVE NO. 1  
**CONTRACTOR'S BID SHEET**  
**KEYES COMMUNITY SERVICES DISTRICT**  
**WATER & SEWER RELOCATIONS**

7/31/2008

Page 2 of 2

item	Description	Unit	Approx. Quantity	Unit Price (in figures)	Total (in figures)
29	8" PVC Sewer	LF	195	41-	7995-
30	10" VCP Sewer	LF	60	65.50	3930-
31	4" DIP Sewer	LF	90	61-	5490-
32	6" DIP Sewer	LF	390	51-	19890-
33	Manhole	EA	11	3400-	37400-
34	Remove Manhole (Partial)	EA	3	1025-	3075-
35	Remove Manhole (Complete)	EA	3	1550-	4650-
36	Install Eccentric Cone	EA	8	1230-	9840-
TOTAL ADDITIVE ALTERNATIVE NO. 1					706,767-

(Signed)  BILL FARIS, VICE PRESIDENT Date: AUGUST 27, 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.

**KEYES IMPROVEMENT PROJECT  
Phase 2  
CONTRACTOR'S BID SUMMARY**

Item	Description	Units	Quantity	Unit Price	Amount	George Read, Inc.		Preston Pipelines, Inc.		DSS Company		Mountain Cascade Inc.		Granite Construction Company		Teichert Construction		Granite Rock Company	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Project Mobilization	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 100,000.00	\$ 100,000.00	\$750,000.00	\$ 750,000.00	\$245,000.00	\$ 245,000.00	\$775,000.00	\$ 775,000.00	\$1,190,000.00	\$ 1,190,000.00	\$1,118,000.00	\$ 1,118,000.00	\$1,900,000.00	\$ 1,900,000.00
2	Construction Area Traffic Control Devices	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 135,000.00	\$ 135,000.00	\$255,000.00	\$ 255,000.00	\$180,000.00	\$ 180,000.00	\$200,000.00	\$ 200,000.00	\$202,000.00	\$ 202,000.00	\$260,000.00	\$ 260,000.00	\$250,000.00	\$ 250,000.00
3	NOT USED																		
4	General Clearing & Grubbing	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 154,000.00	\$ 154,000.00	\$110,000.00	\$ 110,000.00	\$130,000.00	\$ 130,000.00	\$50,000.00	\$ 50,000.00	\$40,000.00	\$ 40,000.00	\$80,000.00	\$ 80,000.00	\$60,000.00	\$ 60,000.00
5	Remove Concrete Curb & Gutter	LF	930	\$ 5.00	\$ 4,650.00	\$ 4.25	\$ 3,952.50	\$12.00	\$ 11,160.00	\$10.00	\$ 9,300.00	\$17.00	\$ 15,810.00	\$8.00	\$ 7,440.00	\$4.00	\$ 3,720.00	\$7.00	\$ 6,510.00
6	Remove Concrete Sidewalk	SF	4,230	\$ 2.00	\$ 8,460.00	\$ 0.90	\$ 3,807.00	\$3.00	\$ 12,690.00	\$1.65	\$ 6,979.50	\$5.00	\$ 21,150.00	\$1.50	\$ 6,345.00	\$1.00	\$ 4,230.00	\$1.50	\$ 6,345.00
7	Remove Concrete Valley Gutter	SF	200	\$ 2.00	\$ 400.00	\$ 1.10	\$ 220.00	\$10.00	\$ 2,000.00	\$4.10	\$ 820.00	\$21.00	\$ 4,200.00	\$3.25	\$ 650.00	\$7.00	\$ 1,400.00	\$5.00	\$ 1,000.00
8	Remove Concrete Driveway	SF	2,250	\$ 2.00	\$ 4,500.00	\$ 1.20	\$ 2,700.00	\$3.00	\$ 6,750.00	\$1.00	\$ 2,250.00	\$6.00	\$ 13,500.00	\$1.50	\$ 3,375.00	\$2.00	\$ 4,500.00	\$2.50	\$ 5,625.00
9	Remove Catch Basin	EA	29	\$ 750.00	\$ 21,750.00	\$ 210.00	\$ 6,090.00	\$500.00	\$ 14,500.00	\$330.00	\$ 9,570.00	\$700.00	\$ 20,300.00	\$300.00	\$ 8,700.00	\$200.00	\$ 5,800.00	\$604.00	\$ 17,516.00
10	Remove & Abandon Rockwell	EA	32	\$ 1,500.00	\$ 48,000.00	\$ 2,500.00	\$ 80,000.00	\$3,700.00	\$ 118,400.00	\$1,650.00	\$ 52,800.00	\$700.00	\$ 22,400.00	\$2,100.00	\$ 67,200.00	\$3,800.00	\$ 121,600.00	\$3,300.00	\$ 105,600.00
11	Remove Area Drains	EA	23	\$ 500.00	\$ 11,500.00	\$ 78.00	\$ 1,794.00	\$440.00	\$ 10,120.00	\$330.00	\$ 7,590.00	\$300.00	\$ 6,900.00	\$600.00	\$ 13,800.00	\$175.00	\$ 4,025.00	\$300.00	\$ 6,900.00
12	Remove Manhole	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 420.00	\$ 1,680.00	\$900.00	\$ 3,600.00	\$1,300.00	\$ 5,200.00	\$600.00	\$ 2,400.00	\$800.00	\$ 3,200.00	\$700.00	\$ 2,800.00	\$800.00	\$ 3,200.00
13	Remove & Abandon French Drain (w/48" CMP)	LF	529	\$ 10.00	\$ 5,290.00	\$ 90.00	\$ 47,610.00	\$30.00	\$ 15,870.00	\$30.00	\$ 15,870.00	\$50.00	\$ 26,450.00	\$100.00	\$ 52,900.00	\$35.00	\$ 18,515.00	\$21.00	\$ 11,109.00
14	Remove Storm Drain Pipe	LF	1,574	\$ 5.00	\$ 7,870.00	\$ 20.50	\$ 32,267.00	\$7.00	\$ 11,018.00	\$12.00	\$ 18,888.00	\$35.00	\$ 55,090.00	\$25.00	\$ 39,350.00	\$15.00	\$ 23,610.00	\$13.00	\$ 20,462.00
15	Remove Tree	EA	49	\$ 1,000.00	\$ 49,000.00	\$ 1,000.00	\$ 49,000.00	\$200.00	\$ 9,800.00	\$1,000.00	\$ 49,000.00	\$500.00	\$ 24,500.00	\$450.00	\$ 22,050.00	\$200.00	\$ 9,800.00	\$1,000.00	\$ 49,000.00
16	Remove Existing AC Pavement	SF	1,138,000	\$ 0.50	\$ 569,000.00	\$ 0.18	\$ 204,840.00	\$0.50	\$ 569,000.00	\$0.25	\$ 284,500.00	\$0.20	\$ 227,600.00	\$0.35	\$ 398,300.00	\$0.20	\$ 227,600.00	\$0.30	\$ 341,400.00
17	Roadway Excavation	CY	59,400	\$ 20.00	\$ 1,188,000.00	\$ 5.00	\$ 297,000.00	\$5.00	\$ 297,000.00	\$10.00	\$ 594,000.00	\$12.00	\$ 712,800.00	\$1.00	\$ 59,400.00	\$1.00	\$ 59,400.00	\$19.00	\$ 1,128,600.00
18	Remove Construction Fence (@ Basin)	LF	950	\$ 5.00	\$ 4,750.00	\$ 2.55	\$ 2,422.50	\$3.00	\$ 2,850.00	\$3.00	\$ 2,850.00	\$5.50	\$ 5,225.00	\$2.50	\$ 2,375.00	\$2.60	\$ 2,470.00	\$10.00	\$ 9,500.00
19	Fence Relocation/Replacement	LF	800	\$ 25.00	\$ 20,000.00	\$ 15.00	\$ 12,000.00	\$20.00	\$ 16,000.00	\$16.00	\$ 12,800.00	\$50.00	\$ 40,000.00	\$15.00	\$ 12,000.00	\$15.50	\$ 12,400.00	\$48.00	\$ 38,400.00
19A	Barbed Wire Fence	LF	260	\$ 15.00	\$ 3,900.00	\$ 7.00	\$ 1,820.00	\$21.00	\$ 5,460.00	\$8.00	\$ 2,080.00	\$10.00	\$ 2,600.00	\$7.00	\$ 1,820.00	\$7.00	\$ 1,820.00	\$10.00	\$ 2,600.00
19B	Chain Link Fence	LF	372	\$ 25.00	\$ 9,300.00	\$ 20.50	\$ 7,626.00	\$28.00	\$ 10,416.00	\$23.00	\$ 8,556.00	\$45.00	\$ 16,740.00	\$21.00	\$ 7,812.00	\$38.00	\$ 14,136.00	\$45.00	\$ 16,740.00
19C	Wood Fence	LF	55	\$ 20.00	\$ 1,100.00	\$ 52.00	\$ 2,860.00	\$39.00	\$ 2,145.00	\$65.00	\$ 3,575.00	\$40.00	\$ 2,200.00	\$30.00	\$ 1,650.00	\$35.00	\$ 1,925.00	\$45.00	\$ 2,475.00
19D	Masonry Wall	LF	10	\$ 100.00	\$ 1,000.00	\$ 208.00	\$ 2,080.00	\$32.00	\$ 320.00	\$230.00	\$ 2,300.00	\$180.00	\$ 1,800.00	\$350.00	\$ 3,500.00	\$200.00	\$ 2,000.00	\$150.00	\$ 1,500.00
20	84" RCP Storm Drain Pipe	LF	87	\$ 330.00	\$ 28,710.00	\$ 415.00	\$ 36,105.00	\$900.00	\$ 78,300.00	\$590.00	\$ 51,330.00	\$500.00	\$ 43,500.00	\$425.00	\$ 36,975.00	\$500.00	\$ 43,500.00	\$300.00	\$ 26,100.00
21	60" RCP Storm Drain Pipe	LF	2,130	\$ 210.00	\$ 447,300.00	\$ 170.00	\$ 362,100.00	\$165.00	\$ 351,450.00	\$185.00	\$ 394,050.00	\$260.00	\$ 553,800.00	\$180.00	\$ 383,400.00	\$220.00	\$ 468,600.00	\$200.00	\$ 426,000.00
22	48" RCP Storm Drain Pipe	LF	950	\$ 125.00	\$ 118,750.00	\$ 123.00	\$ 116,850.00	\$110.00	\$ 104,500.00	\$111.00	\$ 105,450.00	\$175.00	\$ 166,250.00	\$130.00	\$ 123,500.00	\$160.00	\$ 152,000.00	\$162.00	\$ 153,900.00
23	42" RCP Storm Drain Pipe	LF	2,650	\$ 110.00	\$ 291,500.00	\$ 104.00	\$ 275,600.00	\$93.00	\$ 246,450.00	\$98.00	\$ 259,700.00	\$160.00	\$ 424,000.00	\$110.00	\$ 291,500.00	\$142.00	\$ 376,300.00	\$140.00	\$ 371,000.00
24	36" RCP Storm Drain Pipe	LF	2,970	\$ 90.00	\$ 267,300.00	\$ 78.00	\$ 231,660.00	\$77.00	\$ 228,690.00	\$81.00	\$ 240,570.00	\$145.00	\$ 430,650.00	\$80.00	\$ 237,600.00	\$105.00	\$ 311,850.00	\$120.00	\$ 356,400.00
25	30" RCP Storm Drain Pipe	LF	4,190	\$ 75.00	\$ 314,250.00	\$ 60.00	\$ 251,400.00	\$58.00	\$ 243,020.00	\$56.00	\$ 234,640.00	\$100.00	\$ 419,000.00	\$60.00	\$ 251,400.00	\$80.00	\$ 335,200.00	\$105.00	\$ 439,950.00
26	24" RCP Storm Drain Pipe	LF	5,880	\$ 60.00	\$ 352,800.00	\$ 41.50	\$ 244,020.00	\$46.00	\$ 270,480.00	\$45.00	\$ 264,600.00	\$78.00	\$ 458,640.00	\$45.00	\$ 264,600.00	\$70.00	\$ 411,600.00	\$80.00	\$ 470,400.00
27	18" RCP Storm Drain Pipe	LF	10,430	\$ 40.00	\$ 417,200.00	\$ 45.50	\$ 474,565.00	\$47.00	\$ 490,210.00	\$40.00	\$ 417,200.00	\$71.00	\$ 740,530.00	\$45.00	\$ 469,350.00	\$60.00	\$ 625,800.00	\$62.00	\$ 646,660.00
28	18" RCP Storm Drain Pipe (Class V)	LF	400	\$ 45.00	\$ 18,000.00	\$ 47.00	\$ 18,800.00	\$43.00	\$ 17,200.00	\$49.00	\$ 19,600.00	\$65.00	\$ 26,000.00	\$48.00	\$ 19,200.00	\$55.00	\$ 22,000.00	\$70.00	\$ 28,000.00
29	12" RCP Storm Drain Pipe	LF	790	\$ 30.00	\$ 23,700.00	\$ 35.00	\$ 27,650.00	\$38.00	\$ 30,020.00	\$37.00	\$ 29,230.00	\$55.00	\$ 43,450.00	\$35.00	\$ 27,650.00	\$45.00	\$ 35,550.00	\$45.00	\$ 35,550.00
30	12" DIP Storm Drain Pipe	LF	163	\$ 55.00	\$ 8,965.00	\$ 74.00	\$ 12,062.00	\$64.00	\$ 10,432.00	\$59.00	\$ 9,617.00	\$70.00	\$ 11,410.00	\$75.00	\$ 12,225.00	\$90.00	\$ 14,670.00	\$48.00	\$ 7,824.00
31	18" CMP Galv. Flared End Culvert Outlet	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 360.00	\$ 360.00	\$440.00	\$ 440.00	\$1,300.00	\$ 1,300.00	\$500.00	\$ 500.00	\$400.00	\$ 400.00	\$350.00	\$ 350.00	\$150.00	\$ 150.00
32	1"-2" Crushed Rock (Mottsinger Rd. Erosion Control)	CY	2	\$ 250.00	\$ 500.00	\$ 237.00	\$ 474.00	\$200.00	\$ 400.00	\$750.00	\$ 1,500.00	\$75.00	\$ 150.00	\$50.00	\$ 100.00	\$500.00	\$ 1,000.00	\$283.00	\$ 566.00
33	148" Oversize Manhole	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$36,000.00	\$ 36,000.00	\$70,000.00	\$ 70,000.00	\$60,000.00	\$ 60,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$69,000.00	\$ 69,000.00
34	120" Oversize Manhole	EA	7	\$ 12,000.00	\$ 84,000.00	\$ 30,000.00	\$ 210,000.00	\$26,000.00	\$ 182,000.00	\$44,000.00	\$ 308,000.00	\$45,000.00	\$ 315,000.00	\$30,000.00	\$ 210,000.00	\$45,000.00	\$ 315,000.00	\$56,000.00	\$ 392,000.00
35	106" Oversize Manhole	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 25,000.00	\$ 50,000.00	\$ 21,000.00	\$ 42,000.00	\$39,000.00	\$ 78,000.00	\$40,000.00	\$ 80,000.00	\$25,000.00	\$ 50,000.00	\$43,000.00	\$ 86,000.00	\$50,000.00	\$ 100,000.00
36	99" Oversize Manhole	EA	9	\$ 9,000.00	\$ 81,000.00	\$ 23,000.00	\$ 207,000.00	\$19,500.00	\$ 175,500.00	\$36,000.00	\$ 324,000.00	\$32,000.00	\$ 288,000.00	\$23,000.00	\$ 207,000.00	\$41,000.00	\$ 369,000.00	\$46,000.00	\$ 414,000.00
37	92" Oversize Manhole	EA	10	\$ 8,000.00	\$ 80,000.00	\$ 18,750.00	\$ 187,500.00	\$17,600.00	\$ 176,000.00	\$32,000.00	\$ 320,000.00	\$25,000.00	\$ 250,000.00	\$19,000.00	\$ 190,000.00	\$40,000.00	\$ 400,000.00	\$43,000.00	\$ 430,000.00
38	48" Dia. Base Manhole	EA	76	\$ 4,000.00	\$ 304,000.00	\$ 2,600.00	\$ 197,600.00	\$2,800.00	\$ 212,800.00	\$3,000.00	\$ 228,000.00	\$3,200.00	\$ 243,200.00	\$3,000.00	\$ 228,000.00	\$3,000.00	\$ 228,000.00	\$4,700.00	\$ 357,200.00
<b>SUB-TOTAL PAGE 1</b>					\$ 5,128,445.00	\$ 4,102,515.00	\$ 5,129,991.00	\$ 5,000,715.50	\$ 6,800,745.00	\$ 5,196,767.00	\$ 6,206,171.00	\$ 8,709,182.00							

KEYES IMPROVEMENT PROJECT, PHASE 2  
 CONTRACTOR'S BID SUMMARY  
 October 8, 2008  
 Page 2 of 4

Item	Description	Units	Quantity	Unit Price	Amount	George Reed, Inc.		Preston Pipelines, Inc.		DSS Company		Mountain Cascade Inc.		Granite Construction Company		Teichert Construction		Granite Rock Company	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
39	Connect to Existing Manhole	EA	4	\$ 1,500.00	\$ 6,000.00	875.00	\$ 3,500.00	1,100.00	\$ 4,400.00	4,000.00	\$ 16,000.00	2,000.00	\$ 8,000.00	1,000.00	\$ 4,000.00	1,000.00	\$ 4,000.00	3,600.00	\$ 14,400.00
40	Type A GO Drainage Inlet	EA	79	\$ 3,000.00	\$ 237,000.00	2,250.00	\$ 177,750.00	2,600.00	\$ 205,400.00	2,200.00	\$ 173,800.00	1,500.00	\$ 118,500.00	2,200.00	\$ 173,800.00	2,300.00	\$ 181,700.00	3,400.00	\$ 268,600.00
41	Type B GO Drainage Inlet	EA	17	\$ 3,000.00	\$ 51,000.00	2,250.00	\$ 38,250.00	2,000.00	\$ 34,000.00	2,100.00	\$ 35,700.00	1,500.00	\$ 25,500.00	2,200.00	\$ 37,400.00	2,200.00	\$ 37,400.00	3,400.00	\$ 57,800.00
42	Type C OS Drainage Inlet	EA	32	\$ 3,000.00	\$ 96,000.00	2,650.00	\$ 84,800.00	2,400.00	\$ 76,800.00	2,300.00	\$ 73,600.00	1,500.00	\$ 48,000.00	2,600.00	\$ 83,200.00	2,000.00	\$ 64,000.00	3,600.00	\$ 115,200.00
43	Catch Basin Alternate (Co. Plate 4-G5)	EA	3	\$ 2,500.00	\$ 7,500.00	2,650.00	\$ 7,950.00	2,600.00	\$ 7,800.00	2,100.00	\$ 6,300.00	2,500.00	\$ 7,500.00	2,600.00	\$ 7,800.00	2,500.00	\$ 7,500.00	4,800.00	\$ 14,400.00
44	36" Area Drain Manhole	EA	4	\$ 2,500.00	\$ 10,000.00	2,350.00	\$ 9,400.00	1,500.00	\$ 6,000.00	2,300.00	\$ 9,200.00	2,500.00	\$ 10,000.00	2,500.00	\$ 10,000.00	2,500.00	\$ 10,000.00	2,100.00	\$ 8,400.00
45	Connect to Existing Drainage Inlet	EA	12	\$ 1,500.00	\$ 18,000.00	625.00	\$ 7,500.00	700.00	\$ 8,400.00	2,100.00	\$ 25,200.00	1,500.00	\$ 18,000.00	700.00	\$ 8,400.00	300.00	\$ 3,600.00	900.00	\$ 10,800.00
46	6" Vertical Curb	LF	61	\$ 20.00	\$ 1,220.00	18.75	\$ 1,143.75	18.00	\$ 1,098.00	50.00	\$ 3,050.00	20.00	\$ 1,220.00	20.00	\$ 1,220.00	30.00	\$ 1,830.00	16.00	\$ 976.00
47	6" Vertical Curb & Gutter	LF	9,355	\$ 17.00	\$ 159,035.00	13.50	\$ 126,292.50	22.00	\$ 205,810.00	15.75	\$ 147,341.25	12.00	\$ 112,260.00	23.00	\$ 215,165.00	5.00	\$ 46,775.00	16.00	\$ 149,680.00
48	4 1/2" Drive-Over Curb & Gutter	LF	43,904	\$ 15.00	\$ 658,560.00	13.00	\$ 570,752.00	11.00	\$ 482,944.00	15.00	\$ 658,560.00	11.00	\$ 482,944.00	18.00	\$ 790,272.00	15.00	\$ 658,560.00	15.00	\$ 658,560.00
49	8" Median Concrete Vertical Curb	LF	133	\$ 18.00	\$ 2,394.00	20.25	\$ 2,693.25	15.00	\$ 1,995.00	28.00	\$ 3,724.00	15.00	\$ 1,995.00	20.00	\$ 2,660.00	25.00	\$ 3,325.00	14.00	\$ 1,862.00
50	Concrete Valley Gutter	SF	20	\$ 25.00	\$ 500.00	87.00	\$ 1,740.00	31.00	\$ 620.00	88.00	\$ 1,360.00	32.00	\$ 640.00	40.00	\$ 800.00	40.00	\$ 800.00	8.00	\$ 160.00
51	Return w/HC Ramps (incl C&G-S/W)	EA	110	\$ 3,500.00	\$ 385,000.00	1,450.00	\$ 159,500.00	2,800.00	\$ 308,000.00	2,400.00	\$ 264,000.00	2,400.00	\$ 264,000.00	3,500.00	\$ 385,000.00	4,300.00	\$ 473,000.00	2,800.00	\$ 308,000.00
52	Mid-Block HC Ramp (incl C&G-S/W)	EA	5	\$ 1,500.00	\$ 7,500.00	1,450.00	\$ 7,250.00	2,600.00	\$ 13,000.00	1,750.00	\$ 8,750.00	2,200.00	\$ 11,000.00	3,000.00	\$ 15,000.00	2,600.00	\$ 13,000.00	2,000.00	\$ 10,000.00
53	Concrete Sidewalk (Replacement)	SF	17,702	\$ 5.00	\$ 88,510.00	5.00	\$ 88,510.00	5.00	\$ 88,510.00	6.00	\$ 106,212.00	4.50	\$ 79,659.00	9.50	\$ 168,169.00	6.00	\$ 106,212.00	4.00	\$ 70,808.00
54	Median Concrete	SF	360	\$ 6.00	\$ 2,160.00	15.19	\$ 5,468.40	8.00	\$ 2,880.00	8.00	\$ 2,880.00	8.00	\$ 2,880.00	9.00	\$ 3,240.00	12.00	\$ 4,320.00	6.00	\$ 2,160.00
55	Std. Concrete Driveway Approach	SF	1,436	\$ 6.00	\$ 8,616.00	8.50	\$ 12,206.00	6.00	\$ 8,616.00	16.00	\$ 23,976.00	6.00	\$ 8,616.00	8.50	\$ 12,206.00	23.00	\$ 33,028.00	5.00	\$ 7,180.00
56	Concrete Alley Approach	SF	4,400	\$ 7.00	\$ 30,800.00	8.50	\$ 37,400.00	6.00	\$ 26,400.00	14.50	\$ 63,800.00	6.00	\$ 26,400.00	8.50	\$ 37,400.00	20.00	\$ 88,000.00	6.00	\$ 26,400.00
57	Commercial Concrete Driveway Approach	SF	982	\$ 10.00	\$ 9,820.00	9.00	\$ 8,838.00	6.00	\$ 5,892.00	14.50	\$ 14,239.00	6.00	\$ 5,892.00	9.00	\$ 8,838.00	24.00	\$ 23,568.00	10.00	\$ 9,820.00
58	Pre-Cast Curb Stops	EA	4	\$ 300.00	\$ 1,200.00	65.00	\$ 260.00	41.00	\$ 164.00	45.00	\$ 180.00	60.00	\$ 240.00	65.00	\$ 260.00	60.00	\$ 240.00	60.00	\$ 240.00
59	Asphalt Concrete (Type A)	TON	31,943	\$ 95.00	\$ 3,034,585.00	78.75	\$ 2,515,511.25	86.00	\$ 2,747,098.00	101.00	\$ 3,226,243.00	90.00	\$ 2,874,870.00	100.00	\$ 3,194,300.00	95.00	\$ 3,034,585.00	87.00	\$ 2,779,041.00
60	Class 2 Aggregate Base	CY	18,960	\$ 70.00	\$ 1,327,200.00	44.25	\$ 838,980.00	48.00	\$ 910,080.00	44.50	\$ 843,720.00	40.00	\$ 758,400.00	75.00	\$ 1,422,000.00	50.00	\$ 948,000.00	38.00	\$ 720,480.00
61	Pavement Reinforcing Fabric	SF	4,250	\$ 8.00	\$ 34,000.00	2.10	\$ 8,925.00	1.00	\$ 4,250.00	1.25	\$ 5,312.50	2.00	\$ 8,500.00	0.75	\$ 3,187.50	0.40	\$ 1,700.00	1.00	\$ 4,250.00
62	4" AC Dike (Type F)	LF	954	\$ 10.00	\$ 9,540.00	1.70	\$ 1,621.80	10.00	\$ 9,540.00	6.00	\$ 5,724.00	7.50	\$ 7,155.00	6.50	\$ 6,201.00	7.00	\$ 6,678.00	8.00	\$ 7,632.00
63	Existing AC Grind & Overlay	SF	70,000	\$ 0.50	\$ 35,000.00	0.90	\$ 63,000.00	1.00	\$ 70,000.00	0.90	\$ 63,000.00	1.25	\$ 87,500.00	1.00	\$ 70,000.00	0.50	\$ 35,000.00	1.40	\$ 98,000.00
64	Adjust Existing Utility Grates & Covers	EA	165	\$ 200.00	\$ 33,000.00	425.00	\$ 70,125.00	460.00	\$ 75,900.00	500.00	\$ 82,500.00	600.00	\$ 99,000.00	500.00	\$ 82,500.00	700.00	\$ 115,500.00	400.00	\$ 66,000.00
65	Survey Monument Well	EA	80	\$ 300.00	\$ 24,000.00	160.00	\$ 12,800.00	260.00	\$ 20,800.00	285.00	\$ 22,800.00	300.00	\$ 24,000.00	275.00	\$ 22,000.00	275.00	\$ 22,000.00	271.00	\$ 21,680.00
66	Concrete Driveway Transition	SF	1,920	\$ 8.00	\$ 15,360.00	10.00	\$ 19,200.00	11.00	\$ 21,120.00	8.70	\$ 16,704.00	5.00	\$ 9,600.00	7.00	\$ 13,440.00	20.00	\$ 38,400.00	6.00	\$ 11,520.00
67	2" AC/Native Driveway Transition	SF	6,750	\$ 4.00	\$ 27,000.00	3.00	\$ 20,250.00	4.50	\$ 30,375.00	3.50	\$ 23,625.00	4.00	\$ 27,000.00	4.50	\$ 30,375.00	4.00	\$ 27,000.00	3.50	\$ 23,625.00
68	Gravel/Crushed Rock Driveway Transition	YD	530	\$ 75.00	\$ 39,750.00	50.50	\$ 26,765.00	26.00	\$ 13,780.00	7.00	\$ 3,710.00	7.00	\$ 3,710.00	20.00	\$ 10,600.00	150.00	\$ 79,500.00	29.00	\$ 15,370.00
69	Striping Detail 21 (single yellow strip)	LF	7,800	\$ 1.00	\$ 7,800.00	0.50	\$ 3,900.00	0.50	\$ 3,900.00	0.65	\$ 5,070.00	1.00	\$ 7,800.00	1.00	\$ 7,800.00	1.00	\$ 7,800.00	1.00	\$ 7,800.00
70	Striping Detail 24 (double yellow strip)	LF	10,400	\$ 2.00	\$ 20,800.00	0.79	\$ 8,216.00	1.30	\$ 13,520.00	1.30	\$ 13,520.00	0.07	\$ 728.00	0.65	\$ 6,760.00	0.60	\$ 6,240.00	0.60	\$ 6,240.00
71	Stop Bar & Legend	EA	91	\$ 325.00	\$ 29,575.00	115.00	\$ 10,465.00	130.00	\$ 11,830.00	140.00	\$ 12,740.00	200.00	\$ 18,200.00	215.00	\$ 19,565.00	200.00	\$ 18,200.00	200.00	\$ 18,200.00
72	Stop Legend	EA	19	\$ 300.00	\$ 5,700.00	80.00	\$ 1,520.00	100.00	\$ 1,900.00	110.00	\$ 2,090.00	110.00	\$ 2,090.00	115.00	\$ 2,185.00	110.00	\$ 2,090.00	110.00	\$ 2,090.00
73	Stop Ahead Legend	EA	19	\$ 300.00	\$ 5,700.00	160.00	\$ 3,040.00	230.00	\$ 4,370.00	245.00	\$ 4,655.00	265.00	\$ 5,035.00	285.00	\$ 5,415.00	265.00	\$ 5,035.00	265.00	\$ 5,035.00
74	School Legend	EA	2	\$ 150.00	\$ 300.00	105.00	\$ 210.00	155.00	\$ 310.00	165.00	\$ 330.00	175.00	\$ 350.00	190.00	\$ 380.00	175.00	\$ 350.00	175.00	\$ 350.00
75	Slow School X'ing Ahead Legend	EA	2	\$ 300.00	\$ 600.00	265.00	\$ 530.00	360.00	\$ 720.00	390.00	\$ 780.00	395.00	\$ 790.00	425.00	\$ 850.00	395.00	\$ 790.00	395.00	\$ 790.00
76	Pedestrian Crosswalk	LF	1,700	\$ 3.00	\$ 5,100.00	1.05	\$ 1,785.00	3.00	\$ 5,100.00	3.30	\$ 5,610.00	2.60	\$ 4,420.00	2.75	\$ 4,675.00	2.60	\$ 4,420.00	2.60	\$ 4,420.00
77	Turn Arrow (Type 4)	EA	1	\$ 150.00	\$ 150.00	68.00	\$ 68.00	50.00	\$ 50.00	55.00	\$ 55.00	65.00	\$ 65.00	70.00	\$ 70.00	65.00	\$ 65.00	65.00	\$ 65.00
78	Parking Strip	LF	1,800	\$ 1.00	\$ 1,800.00	0.55	\$ 990.00	0.50	\$ 900.00	0.55	\$ 990.00	1.00	\$ 1,800.00	1.00	\$ 1,800.00	1.00	\$ 1,800.00	1.00	\$ 1,800.00
79	Detail 27b (median striping)	LF	640	\$ 1.00	\$ 640.00	1.05	\$ 672.00	0.80	\$ 512.00	0.80	\$ 512.00	1.00	\$ 640.00	1.00	\$ 640.00	1.00	\$ 640.00	1.00	\$ 640.00
80	White Painted Median Curb (reflective panel)	LF	50	\$ 3.00	\$ 150.00	1.05	\$ 52.50	1.50	\$ 75.00	1.65	\$ 82.50	12.00	\$ 600.00	13.00	\$ 650.00	12.00	\$ 600.00	12.00	\$ 600.00
81	Red Painted Curb ("Fire Hydrant No Parking")	LF	1,380	\$ 0.50	\$ 690.00	0.55	\$ 759.00	1.00	\$ 1,380.00	1.10	\$ 1,518.00	1.55	\$ 2,139.00	1.60	\$ 2,208.00	1.60	\$ 2,208.00	1.55	\$ 2,139.00
SUB-TOTAL PAGE 2					\$ 6,439,255.00	\$ 4,960,589.45	\$ 5,436,239.00	\$ 5,978,163.25	\$ 5,177,638.00	\$ 6,872,431.50	\$ 6,119,459.00	\$ 5,533,213.00							



KEYES IMPROVEMENT PROJECT, PHASE 2  
 CONTRACTOR'S BID SUMMARY  
 October 8, 2008  
 Page 3 of 4

Item	Description	Units	Quantity	Unit Price		Amount		George Reed, Inc.		Preston Pipelines, Inc.		DSS Company		Mountain Cascade Inc.		Granite Construction Company		Teichert Construction		Granite Rock Company	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
82	Roadside Sign W17 (Stop Ahead)	EA	4	\$ 300.00	\$ 1,200.00	158.00	\$ 632.00	230.00	\$ 920.00	245.00	\$ 980.00	240.00	\$ 960.00	250.00	\$ 1,000.00	240.00	\$ 960.00	240.00	\$ 960.00	240.00	\$ 960.00
83	Roadside Sign R1 (Stop)	EA	3	\$ 300.00	\$ 900.00	158.00	\$ 474.00	230.00	\$ 690.00	245.00	\$ 735.00	240.00	\$ 720.00	250.00	\$ 750.00	240.00	\$ 720.00	240.00	\$ 720.00	240.00	\$ 720.00
84	Roadside Sign W53A (No Outlet)	EA	1	\$ 300.00	\$ 300.00	158.00	\$ 158.00	230.00	\$ 230.00	245.00	\$ 245.00	240.00	\$ 240.00	250.00	\$ 250.00	240.00	\$ 240.00	240.00	\$ 240.00	240.00	\$ 240.00
85	Roadside Sign W31 (Gate-Yellow Reflective)	EA	1	\$ 300.00	\$ 300.00	158.00	\$ 158.00	230.00	\$ 230.00	245.00	\$ 245.00	240.00	\$ 240.00	250.00	\$ 250.00	240.00	\$ 240.00	240.00	\$ 240.00	240.00	\$ 240.00
86	Basin Excavation (Approx. 19,000 CY)	LS	1	\$ 250,000.00	\$ 250,000.00	87,500.00	\$ 87,500.00	162,000.00	\$ 162,000.00	65,000.00	\$ 65,000.00	65,000.00	\$ 65,000.00	125,000.00	\$ 125,000.00	15,000.00	\$ 15,000.00	22,000.00	\$ 22,000.00	22,000.00	\$ 22,000.00
87	Basin Perimeter Berm (Approx. 6,000 CY)	LS	1	\$ 60,000.00	\$ 60,000.00	30,000.00	\$ 30,000.00	15,500.00	\$ 15,500.00	50,000.00	\$ 50,000.00	17,000.00	\$ 17,000.00	40,000.00	\$ 40,000.00	15,000.00	\$ 15,000.00	23,000.00	\$ 23,000.00	23,000.00	\$ 23,000.00
<b>DEWATERING</b>																					
88A	Pump Station Dewatering Without Aquitard	LS	1	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
88B	Pump Station Dewatering With Aquitard	LS	1	XXXXXXXXXX	XXXXXXXXXX	110,000.00	XXXXXXXXXX	55,000.00	XXXXXXXXXX	180,000.00	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	110,000.00	XXXXXXXXXX	150,000.00	XXXXXXXXXX	125,000.00	XXXXXXXXXX	125,000.00	XXXXXXXXXX
88C	Trench Dewatering - Group 2 (7/31/08 memo)	LF	9,000	XXXXXXXXXX	XXXXXXXXXX	30.00	XXXXXXXXXX	55.00	XXXXXXXXXX	20.00	XXXXXXXXXX	XXXXXXXXXX	30.00	XXXXXXXXXX	10.00	XXXXXXXXXX	40.00	XXXXXXXXXX	40.00	XXXXXXXXXX	XXXXXXXXXX
88D	Trench Dewatering - Group 3 (7/31/08 memo)	LF	3,600	XXXXXXXXXX	XXXXXXXXXX	50.00	XXXXXXXXXX	65.00	XXXXXXXXXX	100.00	XXXXXXXXXX	XXXXXXXXXX	50.00	XXXXXXXXXX	100.00	XXXXXXXXXX	40.00	XXXXXXXXXX	40.00	XXXXXXXXXX	XXXXXXXXXX
88E	Trench Dewatering - Group 4 (7/31/08 memo)	LF	200	XXXXXXXXXX	XXXXXXXXXX	150.00	XXXXXXXXXX	140.00	XXXXXXXXXX	240.00	XXXXXXXXXX	XXXXXXXXXX	150.00	XXXXXXXXXX	500.00	XXXXXXXXXX	40.00	XXXXXXXXXX	40.00	XXXXXXXXXX	XXXXXXXXXX
88F	Pump Station + Trench Sub-Total	FP	1	\$ 750,000.00	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00	XXXXXXXXXX	\$ 750,000.00
89	Excavation/Shoring System	LS	1	\$ 200,000.00	\$ 200,000.00	106,500.00	\$ 106,500.00	115,000.00	\$ 115,000.00	203,000.00	\$ 203,000.00	125,000.00	\$ 125,000.00	135,000.00	\$ 135,000.00	200,000.00	\$ 200,000.00	30,000.00	\$ 30,000.00	30,000.00	\$ 30,000.00
90	Gouted Rock Riprap Bed	SF	1,320	\$ 20.00	\$ 26,400.00	8.25	\$ 10,890.00	8.00	\$ 10,560.00	8.50	\$ 11,220.00	7.00	\$ 9,240.00	6.00	\$ 7,920.00	12.00	\$ 15,840.00	13.00	\$ 17,160.00	13.00	\$ 17,160.00
91	90 HP Pump (Flygt CP 3501/745)	EA	5	\$ 105,000.00	\$ 525,000.00	125,000.00	\$ 625,000.00	118,000.00	\$ 590,000.00	135,000.00	\$ 675,000.00	120,000.00	\$ 600,000.00	130,000.00	\$ 650,000.00	122,000.00	\$ 610,000.00	138,000.00	\$ 690,000.00	138,000.00	\$ 690,000.00
92	3 HP Sump Pump (Flygt - CP 3085/092 MT)	EA	2	\$ 7,000.00	\$ 14,000.00	9,400.00	\$ 18,800.00	9,000.00	\$ 18,000.00	8,000.00	\$ 16,000.00	12,000.00	\$ 24,000.00	5,500.00	\$ 11,000.00	5,000.00	\$ 10,000.00	30,000.00	\$ 60,000.00	30,000.00	\$ 60,000.00
93	20" Ductile Iron 90 Deg Elbow	EA	5	\$ 1,850.00	\$ 9,250.00	4,800.00	\$ 24,000.00	4,700.00	\$ 23,500.00	3,700.00	\$ 18,500.00	5,000.00	\$ 25,000.00	3,500.00	\$ 17,500.00	3,200.00	\$ 16,000.00	4,100.00	\$ 20,500.00	4,100.00	\$ 20,500.00
94	20" Ductile Iron 22 1/2 Deg Bend	EA	5	\$ 1,600.00	\$ 8,000.00	4,300.00	\$ 21,500.00	4,200.00	\$ 21,000.00	2,400.00	\$ 12,000.00	4,000.00	\$ 20,000.00	3,000.00	\$ 15,000.00	3,200.00	\$ 16,000.00	3,700.00	\$ 18,500.00	3,700.00	\$ 18,500.00
95	30" x 20" Ductile Iron Reducer	EA	5	\$ 3,800.00	\$ 19,000.00	11,400.00	\$ 57,000.00	11,000.00	\$ 55,000.00	6,200.00	\$ 31,000.00	5,000.00	\$ 25,000.00	6,000.00	\$ 30,000.00	7,500.00	\$ 37,500.00	8,200.00	\$ 41,000.00	8,200.00	\$ 41,000.00
96	20" Ductile Iron Pipe	LF	150	\$ 80.00	\$ 12,000.00	425.00	\$ 63,750.00	450.00	\$ 67,500.00	700.00	\$ 105,000.00	250.00	\$ 37,500.00	500.00	\$ 75,000.00	200.00	\$ 30,000.00	800.00	\$ 120,000.00	800.00	\$ 120,000.00
97	30" Ductile Iron Pipe	LF	150	\$ 140.00	\$ 21,000.00	230.00	\$ 34,500.00	220.00	\$ 33,000.00	500.00	\$ 75,000.00	200.00	\$ 30,000.00	300.00	\$ 45,000.00	350.00	\$ 52,500.00	850.00	\$ 127,500.00	850.00	\$ 127,500.00
98	20" Swing Check Valve	EA	5	\$ 5,000.00	\$ 25,000.00	11,800.00	\$ 59,000.00	11,300.00	\$ 56,500.00	11,000.00	\$ 55,000.00	15,000.00	\$ 75,000.00	12,000.00	\$ 60,000.00	11,000.00	\$ 55,000.00	13,500.00	\$ 67,500.00	13,500.00	\$ 67,500.00
99	20" x 8" Tee	EA	5	\$ 1,400.00	\$ 7,000.00	4,150.00	\$ 20,750.00	4,000.00	\$ 20,000.00	3,300.00	\$ 16,500.00	4,000.00	\$ 20,000.00	2,800.00	\$ 14,000.00	3,000.00	\$ 15,000.00	5,300.00	\$ 26,500.00	5,300.00	\$ 26,500.00
100	4" Ductile Iron Pipe	LF	80	\$ 15.00	\$ 1,200.00	123.00	\$ 9,840.00	130.00	\$ 10,400.00	205.00	\$ 16,400.00	125.00	\$ 10,000.00	100.00	\$ 8,000.00	65.00	\$ 5,200.00	100.00	\$ 8,000.00	100.00	\$ 8,000.00
101	6" Ductile Iron Pipe	LF	100	\$ 12.00	\$ 1,200.00	62.50	\$ 6,250.00	63.00	\$ 6,300.00	120.00	\$ 12,000.00	75.00	\$ 7,500.00	75.00	\$ 7,500.00	40.00	\$ 4,000.00	100.00	\$ 10,000.00	100.00	\$ 10,000.00
102	4" Swing Check Valve	EA	2	\$ 800.00	\$ 1,600.00	1,240.00	\$ 2,480.00	1,200.00	\$ 2,400.00	1,100.00	\$ 2,200.00	2,000.00	\$ 4,000.00	1,000.00	\$ 2,000.00	1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	1,500.00	\$ 3,000.00
103	4" Plug Valve	EA	2	\$ 500.00	\$ 1,000.00	925.00	\$ 1,850.00	900.00	\$ 1,800.00	1,100.00	\$ 2,200.00	2,000.00	\$ 4,000.00	600.00	\$ 1,200.00	1,000.00	\$ 2,000.00	1,400.00	\$ 2,800.00	1,400.00	\$ 2,800.00
104	6" x 4" Ductile Iron Reducer	EA	2	\$ 75.00	\$ 150.00	185.00	\$ 370.00	190.00	\$ 380.00	330.00	\$ 660.00	250.00	\$ 500.00	450.00	\$ 900.00	200.00	\$ 400.00	500.00	\$ 1,000.00	500.00	\$ 1,000.00
105	4" Ductile Iron 90 Deg Elbow	EA	2	\$ 70.00	\$ 140.00	170.00	\$ 340.00	170.00	\$ 340.00	430.00	\$ 860.00	250.00	\$ 500.00	350.00	\$ 700.00	280.00	\$ 560.00	306.00	\$ 612.00	306.00	\$ 612.00
106	6" Ductile Iron 11 1/4 Deg Bend	EA	4	\$ 92.00	\$ 368.00	200.00	\$ 800.00	200.00	\$ 800.00	330.00	\$ 1,320.00	250.00	\$ 1,000.00	350.00	\$ 1,400.00	80.00	\$ 320.00	460.00	\$ 1,840.00	460.00	\$ 1,840.00
107	8" Air/Vacuum Valve	EA	5	\$ 4,000.00	\$ 20,000.00	4,150.00	\$ 20,750.00	4,000.00	\$ 20,000.00	6,300.00	\$ 31,500.00	4,500.00	\$ 22,500.00	5,000.00	\$ 25,000.00	4,000.00	\$ 20,000.00	4,700.00	\$ 23,500.00	4,700.00	\$ 23,500.00
108	Pump Station Vault w/Grate & Trash Rack	LS	1	\$ 350,000.00	\$ 350,000.00	535,000.00	\$ 535,000.00	760,000.00	\$ 760,000.00	525,000.00	\$ 525,000.00	500,000.00	\$ 500,000.00	500,000.00	\$ 500,000.00	480,000.00	\$ 480,000.00	500,000.00	\$ 500,000.00	500,000.00	\$ 500,000.00
109	4' x 8' Bubble-up Structure w/Grate	EA	5	\$ 12,000.00	\$ 60,000.00	11,000.00	\$ 55,000.00	10,500.00	\$ 52,500.00	15,000.00	\$ 75,000.00	12,000.00	\$ 60,000.00	12,000.00	\$ 60,000.00	10,000.00	\$ 50,000.00	12,000.00	\$ 60,000.00	12,000.00	\$ 60,000.00
110	8' x 12' Valve Box w/Hatch (2)	EA	2	\$ 12,000.00	\$ 24,000.00	20,000.00	\$ 40,000.00	19,500.00	\$ 39,000.00	25,000.00	\$ 50,000.00	15,000.00	\$ 30,000.00	27,000.00	\$ 54,000.00	15,000.00	\$ 30,000.00	22,000.00	\$ 44,000.00	22,000.00	\$ 44,000.00
111	5.5' x 8' Valve Box w/Hatch	EA	1	\$ 8,000.00	\$ 8,000.00	15,000.00	\$ 15,000.00	15,000.00	\$ 15,000.00	14,000.00	\$ 14,000.00	12,000.00	\$ 12,000.00	16,000.00	\$ 16,000.00	10,000.00	\$ 10,000.00	13,000.00	\$ 13,000.00	13,000.00	\$ 13,000.00
112	36" Dia Valve Box w/Hatch	EA	1	\$ 4,000.00	\$ 4,000.00	3,600.00	\$ 3,600.00	3,500.00	\$ 3,500.00	5,600.00	\$ 5,600.00	6,500.00	\$ 6,500.00	2,500.00	\$ 2,500.00	1,800.00	\$ 1,800.00	6,000.00	\$ 6,000.00	6,000.00	\$ 6,000.00
113	1" Backflow Preventer	EA	1	\$ 700.00	\$ 700.00	2,075.00	\$ 2,075.00	2,000.00	\$ 2,000.00	3,500.00	\$ 3,500.00	2,500.00	\$ 2,500.00	1,500.00	\$ 1,500.00	600.00	\$ 600.00	850.00	\$ 850.00	850.00	\$ 850.00
114	Stilling Well	LS	1	\$ 2,500.00	\$ 2,500.00	1,800.00	\$ 1,800.00	1,800.00	\$ 1,800.00	5,500.00	\$ 5,500.00	5,000.00	\$ 5,000.00	6,000.00	\$ 6,000.00	4,200.00	\$ 4,200.00	12,000.00	\$ 12,000.00	12,000.00	\$ 12,000.00
115	Generator Wall Enclosure	LS	1	\$ 125,000.00	\$ 125,000.00	57,000.00	\$ 57,000.00	85,000.00	\$ 85,000.00	78,000.00	\$ 78,000.00	60,000.00	\$ 60,000.00	70,000.00	\$ 70,000.00	60,000.00	\$ 60,000.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00
116	Generator	LS	1	\$ 180,000.00	\$ 180,000.00	175,000.00	\$ 175,000.00	155,000.00	\$ 155,000.00	172,000.00	\$ 172,000.00	120,000.00	\$ 120,000.00	170,000.00	\$ 170,000.00	160,000.00	\$ 160,000.00	120,000.00	\$ 120,000.00	120,000.00	\$ 120,000.00

KEYES IMPROVEMENT PROJECT, PHASE 2

CONTRACTOR'S BID SUMMARY

October 8, 2008

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Item	Description	Units	Quantity	Unit Price	Amount	George Reed, Inc.		Preston Pipelines, Inc.		DSS Company		Mountain Cascade Inc.		Granite Construction Company		Teichert Construction		Granite Rock Company	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
119	Conduit & Wiring Systems	LS	1	\$ 95,000.00	\$ 95,000.00	60,000.00	\$ 60,000.00	55,500.00	\$ 55,500.00	80,000.00	\$ 80,000.00	115,000.00	\$ 115,000.00	65,000.00	\$ 65,000.00	64,000.00	\$ 64,000.00	90,000.00	\$ 90,000.00
120	Disconnect Switches & Control Boxes	LS	1	\$ 25,000.00	\$ 25,000.00	16,200.00	\$ 16,200.00	15,000.00	\$ 15,000.00	17,500.00	\$ 17,500.00	32,000.00	\$ 32,000.00	18,000.00	\$ 18,000.00	17,000.00	\$ 17,000.00	31,000.00	\$ 31,000.00
121	Motor Control Center	LS	1	\$ 145,000.00	\$ 145,000.00	212,000.00	\$ 212,000.00	200,000.00	\$ 200,000.00	270,000.00	\$ 270,000.00	250,000.00	\$ 250,000.00	230,000.00	\$ 230,000.00	228,000.00	\$ 228,000.00	200,000.00	\$ 200,000.00
122	Programming for PLC & Control Devices	LS	1	\$ 25,000.00	\$ 25,000.00	30,000.00	\$ 30,000.00	28,000.00	\$ 28,000.00	30,000.00	\$ 30,000.00	32,000.00	\$ 32,000.00	31,000.00	\$ 31,000.00	30,000.00	\$ 30,000.00	30,000.00	\$ 30,000.00
123	Transformer Pad & Bollards	LS	1	\$ 6,000.00	\$ 6,000.00	4,750.00	\$ 4,750.00	1,500.00	\$ 1,500.00	6,000.00	\$ 6,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	4,800.00	\$ 4,800.00	6,000.00	\$ 6,000.00
124	Start-up and Testing	LS	1	\$ 15,000.00	\$ 15,000.00	11,400.00	\$ 11,400.00	5,700.00	\$ 5,700.00	11,000.00	\$ 11,000.00	30,000.00	\$ 30,000.00	9,000.00	\$ 9,000.00	9,000.00	\$ 9,000.00	12,000.00	\$ 12,000.00
125	Existing Pump Station Upgrade (16HP Motors)	LS	1	\$ 20,000.00	\$ 20,000.00	84,000.00	\$ 84,000.00	80,000.00	\$ 80,000.00	50,000.00	\$ 50,000.00	20,000.00	\$ 20,000.00	36,000.00	\$ 36,000.00	34,000.00	\$ 34,000.00	58,000.00	\$ 58,000.00
126	Starters Upgrades For Existing Pump Station	LS	1	\$ 5,000.00	\$ 5,000.00	19,700.00	\$ 19,700.00	10,000.00	\$ 10,000.00	22,000.00	\$ 22,000.00	7,000.00	\$ 7,000.00	25,000.00	\$ 25,000.00	22,000.00	\$ 22,000.00	6,500.00	\$ 6,500.00
127	Landscaping & Irrigation Retrofit (Bonita Ranch Park)	LS	1	\$ 197,000.00	\$ 197,000.00	120,000.00	\$ 120,000.00	40,000.00	\$ 40,000.00	120,000.00	\$ 120,000.00	40,000.00	\$ 40,000.00	40,000.00	\$ 40,000.00	48,000.00	\$ 48,000.00	109,000.00	\$ 109,000.00
128	Relocate Exist. 36" Bubble-up	EA	2	\$ 3,000.00	\$ 6,000.00	1,450.00	\$ 2,900.00	3,000.00	\$ 6,000.00	2,500.00	\$ 5,000.00	1,500.00	\$ 3,000.00	1,500.00	\$ 3,000.00	1,000.00	\$ 2,000.00	3,000.00	\$ 6,000.00
129	Relocate Exist. 24" Bubble-up	EA	1	\$ 3,000.00	\$ 3,000.00	1,300.00	\$ 1,300.00	3,000.00	\$ 3,000.00	2,000.00	\$ 2,000.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,000.00	\$ 1,000.00	2,900.00	\$ 2,900.00
130	36" Bubble-up	EA	5	\$ 4,000.00	\$ 20,000.00	2,600.00	\$ 13,000.00	3,250.00	\$ 16,250.00	1,500.00	\$ 7,500.00	2,500.00	\$ 12,500.00	2,800.00	\$ 13,000.00	1,700.00	\$ 8,500.00	3,700.00	\$ 18,500.00
131	Stub and Plug 30"	EA	1	\$ 500.00	\$ 500.00	415.00	\$ 415.00	1,100.00	\$ 1,100.00	2,300.00	\$ 2,300.00	800.00	\$ 800.00	500.00	\$ 500.00	700.00	\$ 700.00	2,100.00	\$ 2,100.00
132	Connect to Exist. 84" Stub	EA	2	\$ 500.00	\$ 1,000.00	4,100.00	\$ 8,200.00	10,000.00	\$ 20,000.00	4,000.00	\$ 8,000.00	4,500.00	\$ 9,000.00	4,500.00	\$ 9,000.00	7,000.00	\$ 14,000.00	3,600.00	\$ 7,200.00
133	Connect to Exist. 30" Stub	EA	1	\$ 200.00	\$ 200.00	1,250.00	\$ 1,250.00	2,500.00	\$ 2,500.00	2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	1,500.00	\$ 1,500.00	2,000.00	\$ 2,000.00	1,800.00	\$ 1,800.00
134	Connect to Exist. 18" Stub	EA	2	\$ 200.00	\$ 400.00	415.00	\$ 830.00	2,100.00	\$ 4,200.00	1,000.00	\$ 2,000.00	500.00	\$ 1,000.00	500.00	\$ 1,000.00	300.00	\$ 600.00	1,800.00	\$ 3,600.00
135	Rodent Barrier (J-Drain Option)	SF	100,000	\$ 1.50	\$ 150,000.00	0.90	\$ 90,000.00	1.00	\$ 100,000.00	1.20	\$ 120,000.00	0.75	\$ 75,000.00	1.00	\$ 100,000.00	1.65	\$ 165,000.00	1.20	\$ 120,000.00
136	Water Pollution Control	LS	1	\$ 50,000.00	\$ 50,000.00	5,300.00	\$ 5,300.00	2,600.00	\$ 2,600.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	500.00	\$ 500.00	20,000.00	\$ 20,000.00	6,000.00	\$ 6,000.00
137	SWPPP Preparation	LS	1	\$ 10,000.00	\$ 10,000.00	4,250.00	\$ 4,250.00	2,600.00	\$ 2,600.00	7,500.00	\$ 7,500.00	5,000.00	\$ 5,000.00	3,800.00	\$ 3,800.00	10,000.00	\$ 10,000.00	28,000.00	\$ 28,000.00
138	SWPPP Implementation	FP	1	\$ 180,000.00	\$ 180,000.00	180,000.00	\$ 180,000.00	180,000.00	\$ 180,000.00	180,000.00	\$ 180,000.00	180,000.00	\$ 180,000.00	180,000.00	\$ 180,000.00	180,000.00	\$ 180,000.00	180,000.00	\$ 180,000.00
139	HATCH PARK STAGING SITE & IMPROVEMENTS				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
139A	Site Clean Up and Demolition	LS	1	\$ 5,000.00	\$ 5,000.00	12,000.00	\$ 12,000.00	5,700.00	\$ 5,700.00	15,000.00	\$ 15,000.00	12,000.00	\$ 12,000.00	1,100.00	\$ 1,100.00	40,000.00	\$ 40,000.00	20,000.00	\$ 20,000.00
139B	Site Grading/RIP 12" Deep - @ Directions	LS	1	\$ 10,000.00	\$ 10,000.00	24,750.00	\$ 24,750.00	4,900.00	\$ 4,900.00	20,000.00	\$ 20,000.00	5,000.00	\$ 5,000.00	6,600.00	\$ 6,600.00	6,300.00	\$ 6,300.00	17,000.00	\$ 17,000.00
139C	Irrig. Controller, Electrical Service & Strong Box Enclosure	LS	1	\$ 55,000.00	\$ 55,000.00	54,000.00	\$ 54,000.00	71,000.00	\$ 71,000.00	53,000.00	\$ 53,000.00	75,000.00	\$ 75,000.00	70,000.00	\$ 70,000.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00
139D	3" Water Service Connection, Use Existing Backflow, Re-plumb	LS	1	\$ 1,500.00	\$ 1,500.00	22,000.00	\$ 22,000.00	4,000.00	\$ 4,000.00	33,000.00	\$ 33,000.00	4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	9,000.00	\$ 9,000.00	30,000.00	\$ 30,000.00
139E	Finish Grading/Soil Preparation	SF	147,000	\$ 0.20	\$ 29,400.00	0.31	\$ 45,570.00	0.30	\$ 44,100.00	0.30	\$ 44,100.00	0.10	\$ 14,700.00	0.10	\$ 14,700.00	0.20	\$ 29,400.00	0.30	\$ 44,100.00
139F	Lawn Seeding	SF	147,000	\$ 0.10	\$ 14,700.00	0.09	\$ 13,230.00	0.10	\$ 14,700.00	0.09	\$ 13,230.00	0.05	\$ 7,350.00	0.05	\$ 7,350.00	0.04	\$ 5,880.00	0.09	\$ 13,230.00
139G	90-Day Maintenance	LS	1	\$ 15,000.00	\$ 15,000.00	10,000.00	\$ 10,000.00	5,900.00	\$ 5,900.00	10,000.00	\$ 10,000.00	6,000.00	\$ 6,000.00	6,000.00	\$ 6,000.00	5,000.00	\$ 5,000.00	9,000.00	\$ 9,000.00
139H	Chain Link Fencing	LF	890	\$ 25.00	\$ 22,250.00	4.40	\$ 3,916.00	30.00	\$ 26,700.00	28.00	\$ 24,920.00	30.00	\$ 26,700.00	35.00	\$ 31,150.00	35.00	\$ 31,150.00	30.00	\$ 26,700.00
<b>SUB-TOTAL PAGE 4</b>					<b>\$ 1,106,950.00</b>		<b>\$ 1,050,961.00</b>		<b>\$ 950,950.00</b>		<b>\$ 1,161,050.00</b>		<b>\$ 976,550.00</b>		<b>\$ 913,700.00</b>		<b>\$ 1,037,330.00</b>		<b>\$ 1,128,630.00</b>

<b>Estimated Construction Total</b>	<b>\$ 15,393,558.00</b>	<b>George Reed Total \$ 12,964,357.45</b>	<b>Preston Total \$ 14,644,630.00</b>	<b>DSS Total \$ 15,231,093.75</b>	<b>Mountain Cascade Total \$ 15,641,668.00</b>	<b>Granite Total \$ 15,899,668.50</b>	<b>Bidder E Total \$ 16,046,840.00</b>	<b>Granite Rock Total \$ 18,283,447.00</b>
<b>10% Contingency</b>	<b>\$ 1,539,355.80</b>							
<b>Estimated Project Total</b>	<b>\$ 16,932,913.80</b>							

**(ADDITIVE ALTERNATIVE NO. 1)  
KEYES COMMUNITY SERVICES DISTRICT  
WATER & SEWER RELOCATIONS  
CONTRACTOR'S BID SUMMARY**

Item	Description	Units	Quantity	Unit Price	Amount	George Reed, Inc.		Preston Pipelines, Inc.		DSS Company		Mountain Cascade Inc.		Granite Construction Company		Tatchart Construction		Granite Rock Company	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	KCSD Bonds & Insurance	LS	1	\$ 1,000.00	\$ 54,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
2	Shoring, Sheeting, & Bracing	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00
3	Demolition, Removal, Clearing, & Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 90,000.00	\$ 90,000.00	\$ 48,000.00	\$ 48,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00	\$ 33,328.00	\$ 33,328.00
4	4" PVC Water Line	LF	140	\$ 22.00	\$ 3,080.00	\$ 65.00	\$ 9,100.00	\$ 80.00	\$ 11,200.00	\$ 150.00	\$ 21,000.00	\$ 250.00	\$ 35,000.00	\$ 66.00	\$ 9,240.00	\$ 128.00	\$ 17,920.00	\$ 28.00	\$ 3,920.00
5	6" PVC Water Line	LF	570	\$ 25.00	\$ 14,250.00	\$ 60.00	\$ 34,200.00	\$ 50.00	\$ 28,500.00	\$ 75.00	\$ 42,750.00	\$ 140.00	\$ 79,800.00	\$ 59.00	\$ 33,630.00	\$ 100.00	\$ 57,000.00	\$ 41.00	\$ 23,370.00
6	8" PVC Water Line	LF	5,120	\$ 30.00	\$ 153,600.00	\$ 48.00	\$ 245,760.00	\$ 30.00	\$ 153,600.00	\$ 36.00	\$ 184,320.00	\$ 55.00	\$ 281,600.00	\$ 48.00	\$ 245,760.00	\$ 70.00	\$ 358,400.00	\$ 55.00	\$ 281,600.00
7	12" PVC Water Line	LF	1,070	\$ 40.00	\$ 42,800.00	\$ 60.00	\$ 64,200.00	\$ 50.00	\$ 53,500.00	\$ 51.00	\$ 54,570.00	\$ 65.00	\$ 69,550.00	\$ 60.00	\$ 64,200.00	\$ 80.00	\$ 85,600.00	\$ 68.00	\$ 72,760.00
8	12" DIP Water Line	LF	54	\$ 50.00	\$ 2,700.00	\$ 73.00	\$ 3,942.00	\$ 106.00	\$ 5,724.00	\$ 57.00	\$ 3,078.00	\$ 150.00	\$ 8,100.00	\$ 70.00	\$ 3,780.00	\$ 119.00	\$ 6,426.00	\$ 75.00	\$ 4,050.00
9	4" Valve	EA	4	\$ 800.00	\$ 3,200.00	\$ 1,020.00	\$ 4,080.00	\$ 975.00	\$ 3,900.00	\$ 950.00	\$ 3,800.00	\$ 1,200.00	\$ 4,800.00	\$ 1,100.00	\$ 4,400.00	\$ 925.00	\$ 3,700.00	\$ 1,800.00	\$ 7,200.00
10	6" Valve	EA	21	\$ 1,000.00	\$ 21,000.00	\$ 1,275.00	\$ 26,775.00	\$ 1,000.00	\$ 21,000.00	\$ 1,000.00	\$ 21,000.00	\$ 1,400.00	\$ 29,400.00	\$ 1,300.00	\$ 27,300.00	\$ 1,100.00	\$ 23,100.00	\$ 1,900.00	\$ 39,900.00
11	8" Valve	EA	45	\$ 1,300.00	\$ 58,500.00	\$ 1,550.00	\$ 69,750.00	\$ 1,625.00	\$ 73,125.00	\$ 1,500.00	\$ 67,500.00	\$ 1,600.00	\$ 72,000.00	\$ 1,600.00	\$ 72,000.00	\$ 1,600.00	\$ 72,000.00	\$ 2,100.00	\$ 94,500.00
12	12" Valve	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,050.00	\$ 4,100.00	\$ 2,280.00	\$ 4,560.00	\$ 2,400.00	\$ 4,800.00	\$ 2,500.00	\$ 5,000.00	\$ 2,100.00	\$ 4,200.00	\$ 1,665.00	\$ 3,330.00	\$ 3,100.00	\$ 6,200.00
13	Reinstall 8" Valve	EA	1	\$ 900.00	\$ 900.00	\$ 775.00	\$ 775.00	\$ 650.00	\$ 650.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 350.00	\$ 350.00	\$ 2,400.00	\$ 2,400.00
14	Reinstall 12" Valve	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 825.00	\$ 825.00	\$ 700.00	\$ 700.00	\$ 2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00	\$ 900.00	\$ 900.00	\$ 400.00	\$ 400.00	\$ 2,600.00	\$ 2,600.00
15	Fire Hydrant	EA	3	\$ 4,500.00	\$ 13,500.00	\$ 4,600.00	\$ 13,800.00	\$ 3,500.00	\$ 10,500.00	\$ 5,600.00	\$ 16,800.00	\$ 4,000.00	\$ 12,000.00	\$ 5,000.00	\$ 15,000.00	\$ 1,700.00	\$ 5,100.00	\$ 5,600.00	\$ 16,800.00
16	Reinstall Fire Hydrant & Spool	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 3,300.00	\$ 6,600.00	\$ 2,400.00	\$ 4,800.00	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,300.00	\$ 6,600.00	\$ 900.00	\$ 1,800.00	\$ 4,600.00	\$ 9,200.00
17	3/4" Water Service	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,250.00	\$ 2,500.00	\$ 1,100.00	\$ 2,200.00	\$ 650.00	\$ 1,300.00	\$ 1,250.00	\$ 2,500.00	\$ 1,250.00	\$ 2,500.00	\$ 700.00	\$ 1,400.00	\$ 2,200.00	\$ 4,400.00
18	1" Water Service	EA	1	\$ 900.00	\$ 900.00	\$ 1,325.00	\$ 1,325.00	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 1,450.00	\$ 1,450.00	\$ 1,300.00	\$ 1,300.00	\$ 725.00	\$ 725.00	\$ 2,300.00	\$ 2,300.00
19	Replace 3/4" Water Service	EA	11	\$ 700.00	\$ 7,700.00	\$ 1,310.00	\$ 14,410.00	\$ 1,200.00	\$ 13,200.00	\$ 650.00	\$ 7,150.00	\$ 1,300.00	\$ 14,300.00	\$ 1,300.00	\$ 14,300.00	\$ 700.00	\$ 7,700.00	\$ 2,000.00	\$ 22,000.00
20	Replace 1" Water Service	EA	5	\$ 750.00	\$ 3,750.00	\$ 1,350.00	\$ 6,750.00	\$ 1,200.00	\$ 6,000.00	\$ 700.00	\$ 3,500.00	\$ 1,400.00	\$ 7,000.00	\$ 1,350.00	\$ 6,750.00	\$ 700.00	\$ 3,500.00	\$ 2,600.00	\$ 13,000.00
21	Replace 2" Water Service	EA	1	\$ 800.00	\$ 800.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,300.00	\$ 1,300.00	\$ 1,800.00	\$ 1,800.00	\$ 1,600.00	\$ 1,600.00	\$ 1,100.00	\$ 1,100.00	\$ 1,700.00	\$ 1,700.00
22	4" Temporary Backflow Preventor	EA	6	\$ 2,200.00	\$ 13,200.00	\$ 4,600.00	\$ 27,600.00	\$ 5,200.00	\$ 31,200.00	\$ 5,000.00	\$ 30,000.00	\$ 500.00	\$ 3,000.00	\$ 4,600.00	\$ 27,600.00	\$ 1,800.00	\$ 10,800.00	\$ 6,000.00	\$ 36,000.00
23	6" Temporary Backflow Preventor	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,150.00	\$ 5,150.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 1,100.00	\$ 1,100.00	\$ 6,200.00	\$ 6,200.00
24	4" Temporary Blowoff	EA	13	\$ 700.00	\$ 9,100.00	\$ 775.00	\$ 10,075.00	\$ 700.00	\$ 9,100.00	\$ 1,300.00	\$ 16,900.00	\$ 1,800.00	\$ 23,400.00	\$ 800.00	\$ 10,400.00	\$ 625.00	\$ 8,125.00	\$ 1,300.00	\$ 16,900.00
25	6" Temporary Blowoff	EA	1	\$ 800.00	\$ 800.00	\$ 830.00	\$ 830.00	\$ 900.00	\$ 900.00	\$ 2,400.00	\$ 2,400.00	\$ 2,000.00	\$ 2,000.00	\$ 850.00	\$ 850.00	\$ 700.00	\$ 700.00	\$ 5,000.00	\$ 5,000.00
26	Temporary Sampling Point	EA	11	\$ 800.00	\$ 8,800.00	\$ 520.00	\$ 5,720.00	\$ 550.00	\$ 6,050.00	\$ 1,200.00	\$ 13,200.00	\$ 2,500.00	\$ 27,500.00	\$ 550.00	\$ 6,050.00	\$ 1,900.00	\$ 20,900.00	\$ 1,000.00	\$ 11,000.00
27	4" PVC Sewer	LF	130	\$ 28.00	\$ 3,640.00	\$ 41.00	\$ 5,330.00	\$ 80.00	\$ 10,400.00	\$ 50.00	\$ 6,500.00	\$ 110.00	\$ 14,300.00	\$ 41.00	\$ 5,330.00	\$ 60.00	\$ 7,800.00	\$ 90.00	\$ 11,700.00
28	6" PVC Sewer	LF	430	\$ 30.00	\$ 12,900.00	\$ 45.00	\$ 19,350.00	\$ 40.00	\$ 17,200.00	\$ 36.00	\$ 15,480.00	\$ 65.00	\$ 27,950.00	\$ 45.00	\$ 19,350.00	\$ 66.00	\$ 28,380.00	\$ 135.00	\$ 58,050.00
29	8" PVC Sewer	LF	195	\$ 34.00	\$ 6,630.00	\$ 41.00	\$ 7,995.00	\$ 80.00	\$ 15,600.00	\$ 38.00	\$ 7,410.00	\$ 70.00	\$ 13,650.00	\$ 42.00	\$ 8,190.00	\$ 68.00	\$ 13,260.00	\$ 180.00	\$ 35,100.00
30	10" PVC Sewer	LF	60	\$ 50.00	\$ 3,000.00	\$ 65.50	\$ 3,930.00	\$ 240.00	\$ 14,400.00	\$ 87.00	\$ 5,220.00	\$ 100.00	\$ 6,000.00	\$ 65.00	\$ 3,900.00	\$ 100.00	\$ 6,000.00	\$ 225.00	\$ 13,500.00
31	4" DIP Sewer	LF	90	\$ 50.00	\$ 4,500.00	\$ 61.00	\$ 5,490.00	\$ 110.00	\$ 9,900.00	\$ 86.00	\$ 7,740.00	\$ 80.00	\$ 7,200.00	\$ 60.00	\$ 5,400.00	\$ 90.00	\$ 8,100.00	\$ 90.00	\$ 8,100.00
35	6" DIP Sewer	LF	390	\$ 60.00	\$ 23,400.00	\$ 51.00	\$ 19,890.00	\$ 60.00	\$ 23,400.00	\$ 54.00	\$ 21,060.00	\$ 70.00	\$ 27,300.00	\$ 52.00	\$ 20,280.00	\$ 87.00	\$ 33,930.00	\$ 135.00	\$ 52,650.00
33	Manhole	EA	11	\$ 5,000.00	\$ 55,000.00	\$ 3,400.00	\$ 37,400.00	\$ 2,800.00	\$ 30,800.00	\$ 2,600.00	\$ 28,600.00	\$ 3,000.00	\$ 33,000.00	\$ 3,500.00	\$ 38,500.00	\$ 3,000.00	\$ 33,000.00	\$ 5,700.00	\$ 62,700.00
34	Remove Manhole (Partial)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,025.00	\$ 3,075.00	\$ 1,300.00	\$ 3,900.00	\$ 1,400.00	\$ 4,200.00	\$ 500.00	\$ 1,500.00	\$ 1,250.00	\$ 3,750.00	\$ 1,000.00	\$ 3,000.00	\$ 2,200.00	\$ 6,600.00
35	Remove Manhole (Complete)	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 1,550.00	\$ 4,650.00	\$ 2,100.00	\$ 6,300.00	\$ 1,400.00	\$ 4,200.00	\$ 500.00	\$ 1,500.00	\$ 1,600.00	\$ 4,800.00	\$ 1,200.00	\$ 3,600.00	\$ 2,200.00	\$ 6,600.00
36	Install Eccentric Cone	EA	8	\$ 1,500.00	\$ 12,000.00	\$ 1,230.00	\$ 9,840.00	\$ 2,050.00	\$ 16,400.00	\$ 2,400.00	\$ 19,200.00	\$ 1,000.00	\$ 8,000.00	\$ 1,300.00	\$ 10,400.00	\$ 1,000.00	\$ 8,000.00	\$ 2,100.00	\$ 16,800.00
<b>TOTAL ADD. ALTERNATIVE NO. 1</b>					<b>\$ 590,750.00</b>		<b>\$ 706,767.00</b>		<b>\$ 717,459.00</b>		<b>\$ 693,378.00</b>		<b>\$ 851,200.00</b>		<b>\$ 714,560.00</b>		<b>\$ 863,246.00</b>		<b>\$ 989,628.00</b>

<b>Estimated Construction Total</b>	<b>\$ 590,750.00</b>	<b>George Reed Total</b>	<b>\$ 706,767.00</b>	<b>Preston Total</b>	<b>\$ 717,459.00</b>	<b>Bidder C Total</b>	<b>\$ 693,378.00</b>	<b>Bidder D Total</b>	<b>\$ 851,200.00</b>	<b>Bidder E Total</b>	<b>\$ 714,560.00</b>	<b>Bidder F Total</b>	<b>\$ 863,246.00</b>	<b>Bidder G Total</b>	<b>\$ 989,628.00</b>
<b>10% Contingency CCOs</b>	<b>\$ 59,075.00</b>		<b>\$ 70,676.70</b>												
<b>County 2% Admin fee</b>	<b>\$ 11,815.00</b>		<b>\$ 14,135.34</b>												
<b>Estimated Project Total</b>	<b>\$ 661,640.00</b>		<b>\$ 791,579.04</b>												

# PROPOSAL

STANISLAUS COUNTY REDEVELOPMENT AGENCY BOARD

FOR THE CONSTRUCTION OF

KEYES IMPROVEMENT PROJECT, PHASE 2

NAME OF BIDDER GEORGE REED INC.

BUSINESS P.O. BOX P.O. BOX 4760

CITY, STATE, ZIP MODESTO, CA 95352

BUSINESS STREET ADDRESS 140 EMPIRE AVE  
*(Please include even if P.O. Box used)*

CITY, STATE, ZIP MODESTO, CA 95354

TELEPHONE NO: AREA CODE ( ) 209-523-0734

FAX NO: AREA CODE ( ) 209-523-4927

CONTRACTOR LICENSE NO. 211337

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 **June 10, 2008**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS  
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE  
CONSTRUCTION OF THE  
KEYES IMPROVEMENT PROJECT, PHASE 2**

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 item 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 at 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 therefore 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.

**BASE BID  
CONTRACTOR'S BID SHEET  
FOR**

9/19/2008

**KEYES IMPROVEMENT PROJECT, PHASE 2**

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)
1	Project Mobilization	LS	1	100000-	100000-
2	Construction Area Traffic Control Devices	LS	1	135000-	135000-
3	NOT USED	-	-	-	-
4	General Clearing & Grubbing	LS	1	151000	151000-
5	Remove Concrete Curb & Gutter	LF	930	4.25	3,952.50
6	Remove Concrete Sidewalk	SF	4,230	0.90	3,807.00
7	Remove Concrete Valley Gutter	SF	200	1.10	220.00
8	Remove Concrete Driveway	SF	2250	1.20	2,700.00
9	Remove Catch Basin	EA	29	210.00	6,090.00
10	Remove & Abandon Rockwell	EA	32	2,500.00	80,000.00
11	Remove Area Drains	EA	23	78.00	1,794.00
12	Remove Manhole	EA	4	420.00	1,680.00
13	Remove & Abandon French Drain (w/ 48" CMP)	LF	529	90.00	47,610.00
14	Remove Storm Drain Pipe	LF	1,574	20.50	32,267.00
15	Remove Tree	EA	49	1,000.00	49,000.00
16	Remove Existing AC Pavement	SF	1,138,000	0.18	204,840.00
17	Roadway Excavation	CY	59,400	5.00	297,000.00
18	Remove Construction Fence (@ Basin)	LF	950	2.55	2,422.50
19	Fence Relocation/Replacement	LF	800	15.00	12,000.00
19A	Barbed Wire Fence	LF	260	7.00	1,820.00
19B	Chain Link Fence	LF	372	20.50	7,626.00
19C	Wood Fence	LF	55	52.00	2,860.00
19D	Masonry Wall	LF	10	208.00	2,080.00
20	84" RCP Storm Drain Pipe	LF	87	415.00	36,105.00
21	60" RCP Storm Drain Pipe	LF	2,130	170.00	362,100.00
22	48" RCP Storm Drain Pipe	LF	950	123.00	116,850.00
23	42" RCP Storm Drain Pipe	LF	2,650	104.00	275,600.00
24	36" RCP Storm Drain Pipe	LF	2,970	78.00	231,660.00
25	30" RCP Storm Drain Pipe	LF	4,190	60.00	251,400.00
26	24" RCP Storm Drain Pipe	LF	5,880	41.50	244,020.00
27	18" RCP Storm Drain Pipe	LF	10,430	45.50	474,565.00
28	18" RCP Storm Drain Pipe (Class V)	LF	400	47.00	18,800.00
29	12" RCP Storm Drain Pipe	LF	790	35.00	27,650.00
30	12" DIP Storm Drain Pipe	LF	163	74.00	12,062.00
31	18" CMP Galv. Flared End Culvert Outlet	EA	1	360.00	360.00
<b>SUB-TOTAL 1</b>					<b>3199941-</b>

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: 9/25/08

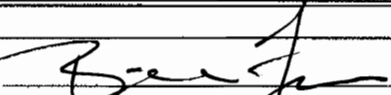
Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.



**BASE BID  
 CONTRACTOR'S BID SHEET  
 KEYES IMPROVEMENT PROJECT, PHASE 2**  
 Page 2 of 5

9/19/2008

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)	
32	1"-2" Crushed Rock (Mottsinger RD. Erosion Control)	CY	2	237.00	474.00	
33	148" Oversize Manhole	EA	1	50,000.00	50,000.00	
34	120" Oversize Manhole	EA	7	30,000.00	210,000.00	
35	106" Oversize Manhole	EA	2	25,000.00	50,000.00	
36	99" Oversize Manhole	EA	9	23,000.00	207,000.00	
37	92" Oversize Manhole	EA	10	18,750.00	187,500.00	
38	48" Dia. Base Manhole	EA	76	2,600.00	197,600.00	
39	Connect to Existing Manhole	EA	4	875.00	3,500.00	
40	Type A GO Drainage Inlet	EA	79	2,250.00	177,750.00	
41	Type B GO Drainage Inlet	EA	17	2,250.00	38,250.00	
42	Type C OS Drainage Inlet	EA	32	2,650.00	84,800.00	
43	Catch Basin Alternate (Co.Plates 4-G5)	EA	3	2,650.00	7,950.00	
44	36" Area Drain Manhole	EA	4	2,350.00	9,400.00	
45	Connect to Existing Drainage Inlet	EA	12	625.00	7,500.00	
46	6" Vertical Curb	LF	61	18.75	1,143.75	
47	6" Vertical Curb & Gutter	LF	9,355	13.50	126,292.50	
48	4 1/2" Drive-Over Curb & Gutter	LF	43,904	13.00	570,752.00	
49	8" Median Concrete Vertical Curb	LF	133	20.25	2,693.25	
50	Concrete Valley Gutter	SF	20	87.00	1,740.00	
51	Return w/HC Ramps (incl C&G-S/W)	EA	110	1,450.00	159,500.00	
52	Mid-Block HC Ramp (incl C&G - S/W)	EA	5	1,450.00	7,250.00	
53	Concrete Sidewalk (Replacement)	SF	17,702	5.00	88,510.00	
54	Median Concrete	SF	360	15.19	5,468.40	
55	Std. Concrete Driveway Approach	SF	1,436	8.50	12,206.00	
56	Concrete Alley Approach	SF	4400	8.50	37,400.00	
57	Commercial Concrete Driveway Approach	SF	982	9.00	8,838.00	
58	Pre-Cast Curb Stops	EA	4	65.00	260.00	
59	Asphalt Concrete (Type A)	TON	31,943	78.75	2516511.25	
60	Class 2 Aggregate Base	CY	18,960	44.26	838980-	
61	Pavement Reinforcing Fabric	SF	4,250	2.10	8,925.00	
62	4" AC Dike (Type F)	LF	954	1.70	1,621.80	
63	Existing AC Grind & Overlay	SF	70,000	0.90	63,000.00	
64	Adjust Existing Utility Grates & Covers	EA	165	425.00	70,125.00	
65	Survey Monument Well	EA	80	160.00	12,800.00	
66	Concrete Driveway Transition	SF	1920	10.00	19,200.00	
67	2" AC/Native Driveway Transition	SF	6750	3.00	20,250.00	
<b>SUB-TOTAL 2</b>			-	-	-	<b>5804190.95</b>

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: 10/8/08

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.

*Bill Faris*

**BASE BID  
CONTRACTOR'S BID SHEET  
KEYES IMPROVEMENT PROJECT, PHASE 2**

9/19/2008

Page 3 of 5

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)
68	Gravel/Crushed Rock Driveway Transition	YD	530	50.50	26,765.00
69	Striping Detail 21 (single yellow strip)	LF	7,800	.50	3,900.00
70	Striping Detail 24 (double yellow strip)	LF	10,400	.79	8,216.00
71	Stop Bar & Legend	EA	91	115.00	10,465.00
72	Stop Legend	EA	19	80.00	1,520.00
73	Stop Ahead Legend	EA	19	160.00	3,040.00
74	School Legend	EA	2	105.00	210.00
75	Slow School X'ing Ahead Legend	EA	2	265.00	530.00
76	Pedestrian Crosswalk	LF	1,700	1.05	1,785.00
77	Turn Arrow (Type 4)	EA	1	68.00	68.00
78	Parking Strip	LF	1,800	.55	990.00
79	Detail 27b (median striping)	LF	640	1.05	672.00
80	White Painted Median Curb (reflective panel)	LF	50	1.05	52.50
81	Red Painted Curb ("Fire Hydrant No Parking")	LF	1,380	.55	759.00
82	Roadside Sign W17 (Stop Ahead)	EA	4	158.00	632.00
83	Roadside Sign R1 (Stop)	EA	3	158.00	474.00
84	Roadside Sign W53A (No Outlet)	EA	1	158.00	158.00
85	Roadside Sign W31 (Gate-Yellow Reflective)	EA	1	158.00	158.00
86	Basin Excavation (Approx. 19000 CY)	LS	1	87,500.00	87,500.00
87	Basin Perimeter Berm (Approx. 6000 CY)	LS	1	30,000.00	30,000.00
	<b>DEWATERING</b>		<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>	<b>XXXXXXXXXX</b>
88A	Pump Station Dewatering Without Aquitard	LS	1	160000-	XXXXXXXXXXXX
88B	Pump Station Dewatering With Aquitard	LS	1	110000-	XXXXXXXXXXXX
88C	Trench Dewatering - Group 2 (Per Kleinfelder 7/31/08 Memo)	LF	9,000	30-	XXXXXXXXXXXX
88D	Trench Dewatering - Group 3 (Per Kleinfelder 7/31/08 Memo)	LF	3,600	50-	XXXXXXXXXXXX
88E	Trench Dewatering - Group 4 (Per Kleinfelder 7/31/08 Memo)	LF	200	150-	XXXXXXXXXXXX
88F	(Pump Station + Trench) Sub-Total	FP	1	XXXXXXXXXXXX	\$ 750,000.00
89	Excavation/Shoring System	LS	1	106,500.00	106,500.00
90	Gouted Rock Riprap Bed	SF	1,320	8.25	10,890.00
91	90 HP Pump (Flygt CP 3501/745)	EA	5	125,000.00	625,000.00
92	3 HP Sump Pump (Flygt - NP 3085/092 MT)	EA	2	9,400.00	18,800.00
93	20" Ductile Iron 90 Deg Elbow	EA	5	4,800.00	24,000.00
94	20" Ductile Iron 22 1/2 Deg Bend	EA	5	4,300.00	21,500.00
95	30" x 20" Ductile Iron Reducer	EA	5	11,400.00	57,000.00
96	20" Ductile Iron Pipe	LF	150	425.00	63,750.00
97	30" Ductile Iron Pipe	LF	150	230.00	34,500.00
98	20" Swing Check Valve	EA	5	11,800.00	59,000.00
99	20" x 8" Tee	EA	5	4,150.00	20,750.00
100	4" Ductile Iron Pipe	LF	80	123.00	9,840.00
<b>SUB-TOTAL 3</b>			-	-	<b>1979424.50</b>

(Signed) *Bill Faris* BILL FARIS, VICE PRESIDENT Date: 10/8/08

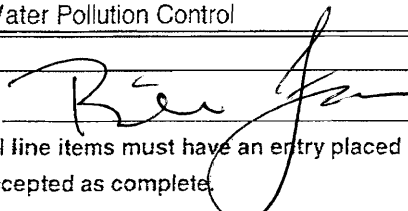
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**BASE BID  
CONTRACTOR'S BID SHEET  
KEYES IMPROVEMENT PROJECT, PHASE 2**

9/19/2008

Page 4 of 5

Item	Description	Units	Approx. Quantity	Unit Price (in figures)	Total (in figures)
101	6" Ductile Iron Pipe	LF	100	62.50	6,250.00
102	4" Swing Check Valve	EA	2	1,240.00	2,480.00
103	4" Plug Valve	EA	2	925.00	1,850.00
104	6" X 4" Ductile Iron Reducer	EA	2	185.00	370.00
105	4" Ductile Iron 90 Deg Elbow	EA	2	170.00	340.00
106	6" Ductile Iron 11 1/4 Deg Bend	EA	4	200.00	800.00
107	8" Air/Vacuum Valve	EA	5	4,150.00	20,750.00
108	Pump Station Structure w/Grate & Trash Rack	LS	1	535,000.00	535,000.00
109	4'x8' Bubble-up Structure w/Grate	EA	5	11,000.00	55,000.00
110	8'x12' Valve Box w/Hatch (2)	EA	2	20,000.00	40,000.00
111	5.5'x8' Valve Box w/Hatch	EA	1	15,000.00	15,000.00
112	36" Dia. Valve Box w/Hatch	EA	1	3,600.00	3,600.00
113	1" Backflow Preventer	EA	1	2,075.00	2,075.00
114	Stilling Well	LS	1	1,800.00	1,800.00
115	Generator Wall Enclosure	LS	1	57,000.00	57,000.00
116	Generator	LS	1	175,000.00	175,000.00
117	Yard Hydrant	EA	1	1,575.00	1,575.00
118	Chain Link Fencing (Pump Station Enclosure)	LF	300	36.50	10,950.00
119	Conduit & Wiring Systems	LS	1	60,000.00	60,000.00
120	Disconnect Switches & Control Boxes	LS	1	16,200.00	16,200.00
121	Motor Control Center	LS	1	212,000.00	212,000.00
122	Programming for PLC & Control Devices	LS	1	30,000.00	30,000.00
123	Transformer Pad & Bollards	LS	1	4,750.00	4,750.00
124	Start-up and Testing	LS	1	11,400.00	11,400.00
125	Existing Pump Station Upgrade (16HP Motors)	LS	1	84,000.00	84,000.00
126	Starters Upgrades For Existing Pump Station	LS	1	19,700.00	19,700.00
127	Landscaping & Irrigation Retrofit (Bonita Ranch Park)	LS	1	120,000.00	120,000.00
128	Relocate Exist. 36" Bubble-up	EA	2	1,450.00	2,900.00
129	Relocate Exist. 24" Bubble-up	EA	1	1,300.00	1,300.00
130	36" Bubble-up	EA	5	2,600.00	13,000.00
131	Stub and Plug 30"	EA	1	415.00	415.00
132	Connect to Exist. 84" Stub	EA	2	4,100.00	8,200.00
133	Connect to Exist. 30" Stub	EA	1	1,250.00	1,250.00
134	Connect to Exist. 18" Stub	EA	2	415.00	830.00
135	Rodent Barrier (J-Drain option)	SF	100,000	.90	90,000.00
136	Water Pollution Control	LS	1	5,300.00	5,300.00
<b>SUB-TOTAL 4</b>			-	-	1611085-

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: 9/25/08

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.

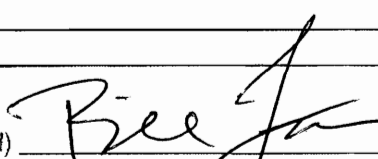
BASE BID  
 CONTRACTOR'S BID SHEET  
 KEYES IMPROVEMENT PROJECT, PHASE 2  
 Page 5 of 5

9/19/2008

137	SWPPP Preparation	LS	1	4,250.00	4,250.00
138	SWPPP Implementation	FP	1	\$ 180,000.00	\$ 180,000.00
139	Hatch Park Landscape Improvements	-	-	1 -	- .
139A	Site Clean-up and Demolition	LS	1	12,000.00	12,000.00
139B	Site Grading/RIP 12" Deep - 2 Directions	LS	1	24,750.00	24,750.00
139C	Irritrol Irrigation Controller, Electrical Service & Strong Box Enclosure	LS	1	54,000.00	54,000.00
139D	3" Water Service Connection -Use existing Backflow, Re-Plumb	LS	1	22,000.00	22,000.00
139E	Finish Grading/Soil Preparation	SF	147,000	.31	45,570.00
139F	Lawn Seeding	SF	147,000	.09	13,230.00
139G	90-Day Maintenance	LS	1	10,000.00	10,000.00
139H	Chain Link Fencing	LF	890	4.40	3,916.00
SUB-TOTAL 5			-	-	369716-
TOTAL BASE BID					12964367.45

**BID SUMMARY**

	SUB-TOTAL 1	3199941-
	SUB-TOTAL 2	5804190.95
	SUB-TOTAL 3	1979424.50
	SUB-TOTAL 4	1611086-
	SUB-TOTAL 5	369716-
	TOTAL BASE BID	12964367.45

(Signed)  BILL FARIS, VICE PRESIDENT Date: 9/25/08

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.

(ADDITIVE ALTERNATIVE NO. 1)

7/31/2008

**CONTRACTOR'S BID SHEET**  
FOR  
**KEYES COMMUNITY SERVICES DISTRICT**  
**WATER & SEWER RELOCATIONS**

item	Description	Unit	Approx. Quantity	Unit Price (in figures)	Total (in figures)
1	KCSD Bonds & Insurance	LS	1	10000-	10000-
2	Shoring, Sheeting & Bracing	LS	1	10000-	10000-
3	Demolition, Removal, Clearing & Grubbing	LS	1	10000-	10000-
4	4" PVC Water Line	LF	140	65.00	9,100.00
5	6" PVC Water Line	LF	570	60.00	34,200.00
6	8" PVC Water Line	LF	5120	48.00	245,760.00
7	12" PVC Water Line	LF	1070	60.00	64,200.00
8	12" DIP Water Line	LF	54	73.00	3,942.00
9	4" Valve	EA	4	1,020.00	4,080.00
10	6" Valve	EA	21	1,275.00	26,775.00
11	8" Valve	EA	45	1,550.00	69,750.00
12	12" Valve	EA	2	2,050.00	4,100.00
13	Reinstall 8" Valve	EA	1	775.00	775.00
14	Reinstall 12" Valve	EA	1	825.00	825.00
15	Fire Hydrant	EA	3	4,600.00	13,800.00
16	Reinstall Fire Hydrant & Spool	EA	2	3,300.00	6,600.00
17	3/4" Water Service	EA	2	1,250.00	2,500.00
18	1" Water Service	EA	1	1,325.00	1,325.00
19	Replace 3/4" Water Service	EA	11	1,310.00	14,410.00
20	Replace 1" Water Service	EA	5	1,350.00	6,750.00
21	Replace 2" Water Service	EA	1	1,550.00	1,550.00
22	4" Temporary Backflow Preventor	EA	6	4,600.00	27,600.00
23	6" Temporary Backflow Preventor	EA	1	5,150.00	5,150.00
24	4" Temporary Blowoff	EA	13	775.00	10,075.00
25	6" Temporary Blowoff	EA	1	830.00	830.00
26	Temporary Sampling Point	EA	11	520.00	5,720.00
27	4" PVC Sewer	LF	130	41.00	5,330.00
28	6" PVC Sewer	LF	430	45.00	19,350.00

(Signed)  BILL FARIS, VICE PRESIDENT Date: AUGUST 27, 2008

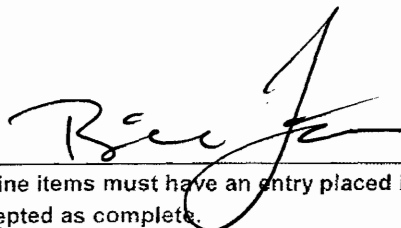
Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

ADDITIVE ALTERNATIVE NO. 1  
**CONTRACTOR'S BID SHEET**  
**KEYES COMMUNITY SERVICES DISTRICT**  
**WATER & SEWER RELOCATIONS**

7/31/2008

Page 2 of 2

item	Description	Unit	Approx. Quantity	Unit Price (in figures)	Total (in figures)
29	8" PVC Sewer	LF	195	41-	7995-
30	10" VCP Sewer	LF	60	65.50	3930-
31	4" DIP Sewer	LF	90	61-	5490-
32	6" DIP Sewer	LF	390	51-	19890-
33	Manhole	EA	11	3400-	37400-
34	Remove Manhole (Partial)	EA	3	1025-	3075-
35	Remove Manhole (Complete)	EA	3	1550-	4650-
36	Install Eccentric Cone	EA	8	1230-	9840-
TOTAL ADDITIVE ALTERNATIVE NO. 1					706,767-

(Signed)  **BILL FARIS, VICE PRESIDENT** Date: AUGUST 27, 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.

**ADDENDUM SHEET**  
**FOR THE**  
**KEYES IMPROVEMENT PROJECT, PHASE 2**

ADDENDUM NO. 1 DATED 7/17/08 DATE RECEIVED 7/19/08 INITIALS [Signature]  
ADDENDUM NO. 2 DATED 8/7/08 DATE RECEIVED 8/07/08 INITIALS [Signature]  
ADDENDUM NO. 3 DATED 8/20/08 DATE RECEIVED 8/20/08 INITIALS [Signature]  
ADDENDUM NO. 4 DATED 9/11/08 DATE RECEIVED 9/11/08 INITIALS [Signature]  
ADDENDUM NO. 5 DATED 9/19/08 DATE RECEIVED 9/19/08 INITIALS [Signature]  
                  6                  10/2/08                                  10/2/08 [Signature]

CONTRACTOR GEORGE REED INC.

ADDRESS P.O. BOX 4760

MODESTO, CA 95352

PHONE ( 209 ) 523-0734 FAX ( 209 ) 523-4927

(SIGNED) [Signature] Date: 8/6/08  
                  BILL FARIS, VICE PRESIDENT

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

**ADDENDUM SHEET**

**FOR THE  
KEYES IMPROVEMENT PROJECT, PHASE 2  
ADDITIVE ALTERNATIVE NO. 1  
"KEYES COMMUNITY SERVICES DISTRICT  
WATER & SEWER RELOCATIONS"**

ADDENDUM NO. 1 DATED 7/17/08 DATE RECEIVED 7/19/08 INITIALS [Signature]  
ADDENDUM NO. 2 DATED 8/7/08 DATE RECEIVED 8/7/08 INITIALS [Signature]  
ADDENDUM NO. 3 DATED 8/20/08 DATE RECEIVED 8/20/08 INITIALS [Signature]  
ADDENDUM NO. 4 DATED 9/11/08 DATE RECEIVED 9/11/08 INITIALS [Signature]  
ADDENDUM NO. 5 DATED 9/19/08 DATE RECEIVED 9/19/08 INITIALS [Signature]  
6 10/2/08 10/2/08 [Signature]

CONTRACTOR GEORGE REED INC.  
ADDRESS P.O. BOX 4760  
MODESTO, CA 95352  
PHONE ( 209 ) 523-0734 FAX ( 209 ) 523-4927

(SIGNED) [Signature] Date: 8/6/08  
BILL FARIS, VICE PRESIDENT

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



**“BASE BID”  
KEYES IMPROVEMENT PROJECT, PHASE 2  
SUBCONTRACTORS LIST**

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work on the “Base Bid,” 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	Mozingo	751 Wakefield Ct. Oakdale Ca	Underground
2	<del>Amesna</del>	<del>10266 Standard Ave Oakdale Ca</del>	<del>Landscape</del> TBF
3	Chrisp	1001 Strokos Ave Stockton Ca	Striping
4	Sydon Reid	1130 Sibley St. Folsom Ca	Pumpstation
5	Duley's Landscaping	28876 Topaz Tooltouse Ca.	Landscaping
6			
7			
8			
9			
10			
11			
12			
13			

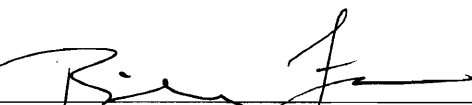
(SIGNED)  Date: 8/6/08

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

**ADDITIVE ALTERNATIVE NO. 1  
 "KEYES COMMUNITY SERVICES DISTRICT  
 WATER & SEWER RELOCATIONS"  
 SUBCONTRACTORS LIST**

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work on "Additive Alternative No. 1" if different from Base Bid list, 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	Mozingo	751 Wakefield Ct. Chickadee Ca	Underground.
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

(SIGNED)  Date: 8/6/08

**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 GEORGE REED INC., proposed subcontractor N/A, 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: 8/6/08

**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: 8/6/08

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.**

**NON-COLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

TO THE COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of 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: 8/6/08

**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 GEORGE REED INC.

BUSINESS ADDRESS P.O. BOX 4760 TEL. 209-523-0734

CITY, STATE, ZIP CODE MODESTO, CA 95352

BY  TITLE VICE-PRESIDENT  
(Signature) BILL PARIS

DATED 8/6/08

**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

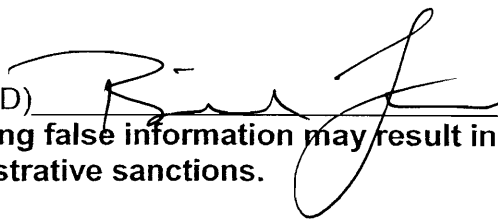
The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- 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 judgment 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: 8/6/08

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.**

## **NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»





NORTHERN CALIFORNIA DIVISION - STOCKTON  
P.O. Box 6099  
Stockton, CA 95206  
(209) 948-0302  
(209) 948-6652 FAX

www.kniferiver.com

BOARD OF SUPERVISORS

Cont. Lic. 334653

2009 MAR 27 P 12: 37

March 5, 2009

Clerk of the Board of Supervisors  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

Ref: Escrow Documents for the Keyes Improvement Project

To Whom it May Concern

Would you please release the escrow documents for the Keyes Improvement project that where submitted to you, to Steve Muser, Project Manager for the project.

Sincerely  
Knife River Construction

A handwritten signature in black ink, appearing to read 'Steve Essoyan', with a horizontal line extending to the right.

Steve Essoyan  
President