

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

DEPT: Public Works *Adm*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE March 10, 2009

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract to Collins Electric, Modesto, CA, for the Denair Lighting District Improvements - Phase 1

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$26,880 to Collins Electric of Modesto, CA, for the construction of the Denair Lighting District Improvements - Phase 1.
2. Authorize the Director of Public Works to execute a contract with Collins Electric., for \$26,880 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$32,568 (\$26,880 contract, \$2,500 material testing, \$2,688 contract change orders and contingencies and \$500 permits, environmental requirements and reproduction/advertising costs) will be satisfied with funds available from the Denair Lighting District. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-155

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to Collins Electric, Modesto, CA, for the Denair Lighting District Improvements - Phase 1

4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

The Denair Lighting District was formed in 1915 to provide street light services to property owners within the town of Denair. The requested project will add street lighting in residential neighborhoods that currently lack nighttime illumination, improving safety in the neighborhoods.

Department of Public Works staff attended the July 1, 2008 meeting of the Denair Municipal Advisory Council (MAC) to discuss issues and develop possible solutions pertaining to the lack of lights in certain areas within the existing Denair Lighting District. The Department's recommendation is consistent with the approach shared with the Denair MAC and community in addressing the existing issue utilizing a phased approach.

The project will consist of two phases to keep the costs manageable for the residents and to hasten delivery of the project. The current phase, Phase I, includes the addition of two 150 watt electroliers (street lights) along Story Road, two 150 watt electroliers along Karyn Dawn Drive at all of the intersections, and one 150 watt electrolier along Kristi Drive. Phase II will be the addition of 100 watt electroliers in the cul-de-sacs and the areas that exceed the County's standard spacing of 330 feet on Stacey Court, Ellie Court, and Little Bob Court, and the turning bulb on Kristi Drive.

The 2009 assessment per parcel (before project) is \$22.90. The project will add approximately \$6.00 per parcel until the year 2015, the projected repayment date for Phase 1. At that time, Phase 2 shall be implemented. Once both phases are constructed, the assessment will continue until the repayment for Phase 2 is complete. At that time, the assessment will be reduced to the 2009 assessment level plus any additional maintenance and utility costs associated with the new lighting. Addition maintenance and utility costs are estimated to be 35 cents per parcel based on the current rates.

This project is exempt from the California Environmental Quality Act (CEQA) under Title 14, Section 15303 of the California Code of Regulations as filed on December 22, 2008 with the Stanislaus County Clerk Recorder's Office.

Approval to Award Contract to Collins Electric, Modesto, CA, for the Denair Lighting District Improvements - Phase 1

On December 16, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Denair Lighting District Improvements - Phase 1 and directed the Clerk to publish the notice inviting bids.

On January 28, 2009, nine sealed bids were received, publicly read and opened. A summary of the bids follows:

CONTRACTOR	BID
Collins Electric	\$26,880.00
Pacific Excavation	\$31,050.00
Viking General Contractors	\$33,470.00
Smith Denison	\$36,990.00
Modesto Executive Electric	\$38,890.00
Darrale Patrias	\$43,024.00
Tennyson Electric	\$44,710.00
Lawrence Backhoe Service	\$44,995.00
Republic ITS	\$54,940.00

The engineer's estimate for the budget of the project is \$32,920. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Collins Electric, in the amount of \$26,880.

This project is scheduled to begin in April 2009 and will be completed in May 2009.

POLICY ISSUES:

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

STAFFING IMPACT:

There is no staffing impact associated with this item.

AM:sr

L:\roads\9209denairlightingdistrictimprovements-phase1\bos\boarditem3-10-09

AUDITOR-CONTROLLER BUDGET JOURNAL



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

Budget	
Budget - Upload	
USD	
LEGAL BUDGET	
	BO#
Set up budget for Denair Lighting District Improvements Phase 1 project	
JUL-08 to JUN-09	
Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9209	0	0.0	32,568.00				
2	1102	40310	63280	0	0	0.0		32,568.00			
3						0.0					
4						0.0					
5						0.0					
6						0.0					
7						0.0					
8						0.0					
9						0.0					
10						0.0					
11						0.0					
12						0.0					
13						0.0					
14						0.0					
15						0.0					
16						0.0					
17						0.0					
18						0.0					
19						0.0					
20						0.0					
21						0.0					
22						0.0					
23						0.0					
24						0.0					
25						0.0					
Totals							32,568.00	32,568.00			

Set up budget for Denair Lighting District Improvements Phase 1 project

Requesting Department	CEO	Auditors Office Only
Sharon Andrews		
Signature	Signature	Prepared By
2/19/09	3/2/09	Admin Approval (\$75K+)
Date	Date	2/19/09
		Date

Contact Person & Phone Number

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

TRANSMITTAL

Date: April 1, 2009
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachments for Item *C-1, March 10, 2009
From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Enclosed are the attachments for Item *C-1, March 10, 2009

Approval to Award Contract to Collins Electric, Modesto, CA, for the Denair Lighting District Improvements – Phase 1

- Agreement with Collins Electric
- Bid Results
- Bids

Have a good day!

AGREEMENT

THIS AGREEMENT, dated this **10th** day of **March, 2009**, by and between **Collins Electrical Company Inc., A Ca. Corp.** whose place of business is located at **611 W. Fremont Street, Stockton, CA** (“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. 2009-155 adopted on the **10th** day of **March, 2009** awarded to Contractor the following Contract:

CONTRACT NUMBER 2008-12

Denair Lighting District Improvements – Phase 1

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

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

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

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout **20** Working Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

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

- 3.2.1 One-thousand dollars (\$1,000.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

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

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

Article 4. Contract Sum

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

Article 5. Contractor's Representations

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

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

Article 6. Contract Documents

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

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

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

Article 7. Indemnity

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

be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

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

Article 8. Miscellaneous

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


- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

COUNTY OF STANISLAUS

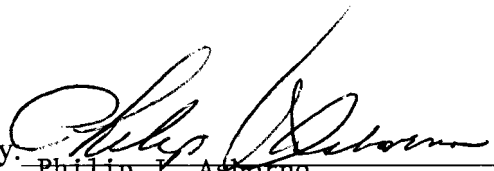
**COLLINS ELECTRICAL COMPANY, INC.,
A CA. CORP.**

By: 
Matthew Machado, Director of Public Works

By: 
Its: Eugene C. Gini - President
Title (If Corporation: Chairman, President
or Vice President)

APPROVED AS TO FORM
JOHN P. DOERING, County Counsel

By: 
Thomas E. Boze, Deputy County Counsel

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

COUNTY RESOLUTION NO. 2009-155

END OF DOCUMENT

**Denair Lighting District - Phase 1
Bid Summary - 01/28/2009**

Item	Description	Quantity	Unit	Engineer's Estimate		Collins Electric		Pacific Excavation		Viking General		Smith Denison	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	MOBILIZATION	1	Lumpsum	2000	2,000.00	1200	1,200.00	500	500	6000	6,000.00	500	500
2	CONSTRUCTION AREA SIGNS	1	Lumpsum	500	500	300	300	500	500	2000	2,000.00	500	500
3	TRAFFIC CONTROL SYSTEM	1	Lumpsum	500	500	800	800	500	500	500	500	500	500
8	LANDSCAPING REMOVAL & REPLACEMENT	1	Lumpsum	1000	1,000.00	200	200	1500	1,500.00	2000	2,000.00	950	950
4	150-WATT STREET LIGHT (COMPLETE)	5	Each	2800	14,000.00	3800	19,000.00	3050	15,250.00	2500	12,500.00	1950	9,750.00
5	NO. 3 1/2 PULL BOX	12	Each	250	3,000.00	200	2,400.00	350	4,200.00	100	1,200.00	300	3,600.00
6	CONDUIT AND WRING	530	Lineal Feet	20	10,600.00	5	2,650.00	10	5,300.00	15	7,950.00	35	18,550.00
7	TRENCH AND PATCH HMA ROADWAY	33	Lineal Feet	40	1,320.00	10	330	100	3,300.00	40	1,320.00	80	2,640.00
				\$ 32,920.00		\$ 26,880.00		\$ 31,050.00		\$ 33,470.00		\$ 36,990.00	

Item	Description	Quantity	Unit	Modesto Executive		Darrale Patrias		Tennyson		Lawrence Backhoe		Republic ITS	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	MOBILIZATION	1	Lumpsum	1200	1,200.00	1098	1,098.00	2000	2,000.00	3000	3,000.00	1500	1,500.00
2	CONSTRUCTION AREA SIGNS	1	Lumpsum	1800	1,800.00	410	410	1200	1,200.00	500	500	100	100
3	TRAFFIC CONTROL SYSTEM	1	Lumpsum	900	900	540	540	1200	1,200.00	2000	2,000.00	250	250
8	LANDSCAPING REMOVAL & REPLACEMENT	1	Lumpsum	8000	8,000.00	690	690	1200	1,200.00	3000	3,000.00	1000	1,000.00
4	150-WATT STREET LIGHT (COMPLETE)	5	Each	2750	13,750.00	3577	17,885.00	3250	16,250.00	2800	14,000.00	5750	28,750.00
5	NO. 3 1/2 PULL BOX	12	Each	200	2,400.00	143	1,716.00	525	6,300.00	200	2,400.00	500	6,000.00
6	CONDUIT AND WRING	530	Lineal Feet	9	4,770.00	31.18	16,525.40	30	15,900.00	32	16,960.00	24	12,720.00
7	TRENCH AND PATCH HMA ROADWAY	33	Lineal Feet	190	6,270.00	126.06	4,160.00	20	660	95	3,135.00	140	4,620.00
				\$ 38,890.00		\$ 43,024.40		\$ 44,710.00		\$ 44,995.00		\$ 54,940.00	

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE I

NAME OF BIDDER Collins Electrical Company, Inc., A Ca. Corp.

BUSINESS P.O. BOX P. O. Box 1609

CITY, STATE, ZIP Stockton, CA 95201

BUSINESS STREET ADDRESS 611 W. Fremont Street
(Please include even if P.O. Box used)

CITY, STATE, ZIP Stockton, CA 95203

TELEPHONE NO: AREA CODE () 209 466-3691

FAX NO: AREA CODE () 209 466-3146

CONTRACTOR LICENSE NO. 115427

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 **December 16, 2008**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION
OF THE
DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE I**

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

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

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

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

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

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

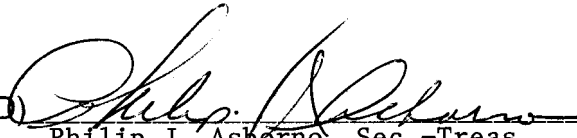
Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

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

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

**CONTRACTOR'S BID SHEET
FOR
Denair Lighting District Improvements -- Phase I**

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS		1200 ⁰⁰
2	CONSTRUCTION AREA SIGNS	1	LS		300 ⁰⁰
3	TRAFFIC CONTROL SYSTEM	1	LS		800 ⁰⁰
8	LANDSCAPING REMOVAL & REPLACEMENT	1	LS		200 ⁰⁰
4	150-WATT STREET LIGHT (COMPLETE)	5	EA	3800 ⁰⁰	19,000 ⁰⁰
5	PULL BOX (NO. 3-1/2)	12	EA	200 ⁰⁰	2,400 ⁰⁰
6	TRENCH AND PATCH HMA ROADWAY	33	LF	10 ⁰⁰	330 ⁰⁰
7	CONDUIT AND WIRING	530	LF	5 ⁰⁰	2,650 ⁰⁰
				TOTAL	26,880 ⁰⁰

(SIGNED)  Date: 1/26/09
Philip J. Ashorno, Sec.-Treas.

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.

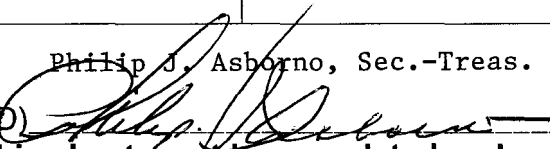
SUBCONTRACTORS LIST

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

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

Philip J. Ashborno, Sec.-Treas.

(SIGNED)



Date: 1/26/09

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 Collins Electrical Co., Inc., A Ca. Corp., proposed subcontractor _____, hereby certifies that he has xx, 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) _____

Philip J. Asborno, Sec.-Treas.

Date: 1/26/09

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 XX 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 XX

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) _____

Philip S. Asborno, Sec.-Treas.

Date: 1/26/09

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

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

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

TO THE COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

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

Philip J. Asbornø, Sec.-Treas.

(SIGNED)  Date: 1/26/09

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 Collins Electrical Co., Inc., A Ca. Corp.

BUSINESS ADDRESS 611 W. Fremont St. TEL. 209 466-3691

CITY, STATE, ZIP CODE Stockton, Ca. 95354

BY  TITLE Sec.-Treas.
(Signature) Philip J. Asborn, Sec.-Treas.

DATED January 26, 2009

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.

NONE

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.

Philip J. Asborno, Sec.-Treas.

(SIGNED)  Date: 1/26/09

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.