

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

DEPT: Public Works *mk*

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE June 2, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract to Knife River Construction of Stockton, California, for the Federal Aid Project STPL-5938(152) Titled "RSTP Roadway Resurfacing Phase B" which is Part of the Federal Regional Surface Transportation Program

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$3,456,420.66 to Knife River Construction of Stockton, California, for the Federal Aid Project STPL-5938(152) Titled "RSTP Roadway Resurfacing Phase B."
2. Authorize the Director of Public Works to execute a contract in the amount of \$3,456,420.66 with Knife River Construction.
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 \$3,944,776 (\$3,456,420.66 contract, \$68,009.34 construction engineering and administration, \$58,320 material testing, \$353,316 contingencies, \$3,710 environmental consultant and \$5,000 for County overhead) will be satisfied with Federal Surface Transportation Program (STP) funds of \$3,492,310 and local match funds of \$452,466 available from the Public Works Roads Fund and programmed in the Fiscal Year 2008-2009 Public Works Road Project budget. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-374

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

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 Knife River Construction of Stockton, California, for the Federal Aid Project STPL-5938(152) Titled "RSTP Roadway Resurfacing Phase B" which is Part of the Federal Regional Surface Transportation Program

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 Federal Regional Surface Transportation Roadway Resurfacing Phase B project will consist of placing a 0.23' thick asphalt-concrete overlay on road surfaces creating a smooth, durable, water resistant pavement surface. This treatment is intended as a 10 year treatment. Shoulder backing will also be placed to stabilize the shoulders and eliminate any surface inconsistencies that the new surface may create along the edge of pavement.

There are a total of 26.21 miles of roadway being resurfaced. The Federal grant money available for this project is a firm number. With the cost of oil fluctuating on a weekly basis, it was essential to allow the County financial flexibility for this project. Therefore, the bid package was split into a base bid and four bid alternatives. Once the bids were received, a decision was made as to what could be afforded based upon the funds set aside for this project. The base bid and three bid alternatives have been selected to be included in the final contract. The base bid will overlay 26.20 miles of roadway with 0.15' of AC. The selected bid alternatives will not add additional mileage. However, the bid alternatives will uniformly increase AC thickness throughout the 26.00 miles of roadway. The bid alternatives A, C and D will add 0.08' of AC to the base thickness of 0.15'. Therefore, final AC thickness will be 0.23' of AC applied to the 26.20 miles of roadway.

The following roads are included in the project:

1) Beckwith Road	2.99 miles
2) Eastin Road	0.89 miles
3) Hart Road	5.00 miles
4) Marshall Road	4.86 miles
5) River Road	5.67 miles
6) Sycamore Avenue	0.87 miles
7) Villa Manucha Road	4.21 miles
8) Ward Avenue	1.32 miles
9) Whitmore Avenue	0.39 miles
TOTAL PROJECT	26.20 miles

Approval to Award Contract to Knife River Construction of Stockton, California, for the Federal Aid Project STPL-5938(152) Titled "RSTP Roadway Resurfacing Phase B" which is Part of the Federal Regional Surface Transportation Program

On April 29, 2009, six sealed bids were received, publicly read and opened. A summary of the bids follows:

No.	Contractor	Base Bid	Alt A	Alt B	Alt C	Alt D
1	Knife River Construction	\$2,436,695.86	\$127,465.60	\$254,931.20	\$382,396.80	\$509,862.40
2	George Reed, Inc.	\$2,546,111.00	\$133,212.00	\$266,424.00	\$399,636.00	\$532,848.00
3	Teichert Construction	\$2,736,596.60	\$144,574.20	\$289,148.40	\$433,722.60	\$578,296.80
4	Granite Construction Company	\$2,799,985.00	\$178,922.00	\$331,724.00	\$485,832.00	\$634,716.00
5	MCK Services Inc.	\$2,979,810.08	\$170,119.56	\$342,015.28	\$515,687.16	\$691,135.20
6	Bush Engineering, Inc.	\$3,383,331.10	\$167,168.00	\$334,336.00	\$501,504.00	\$668,672.00

Bid Alternative B was not selected to be included in the project.

The Base Bid and Alternatives A, C, and D were chosen to fit within the allotted funding. Alternative B was unable to be added to the project due to fiscal constraints.

The engineer's estimate for the base bid of the project was \$3,594,633. The Base Bid and Alternatives A, C, and D provided by Knife River Construction totaled \$3,456,420.66.

The project is anticipated to begin construction on June 24, 2009 and end August 10, 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.

STAFFING IMPACT:

There is no staffing impact associated with this item.

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer Budget to the RSTP Road Resurfacing Program FY 07/08 Phase II Program B	
Period	JUL-08 to JUN-09	
Organization	Stanislaus Budget Org	

Line	Coding Structure							Debit		Credit		Description
	Fund	Org	Account	G/L Proj	Loc	Misc		incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	27600	0	0	0	.0	3,492,310.00				
2	1102	40310	27600	9451	0	0	0		3,492,310.00			
3	1102	40310	63280	9451	0	0	.0	3,944,776.00				
4	1102	40310	63280	0	0	0	.0		3,492,310.00			
5	1102	40310	65660	0	0	0	0		452,466.00			
6							.0					
7							.0					
8							.0					
9							.0					
10							.0					
11							.0					
12							.0					
13							.0					
14							.0					
15							.0					
16							.0					
17							.0					
18							.0					
19							.0					
20							.0					
21							.0					
22							.0					
23							.0					
24							.0					
25							.0					
Totals									7,437,086.00	7,437,086.00		

Transfer Budget to the RSTP Road Resurfacing Program FY 07/08 Phase II Program B

Requesting Department	CEO	Auditors Office Only
Sharon Andrews		
Signature	Signature	Prepared By
6/1/09	6/1/09	Admin/Approval (\$75K+)
Date	Date	Date

Contact Person & Phone Number

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

TRANSMITTAL

Date: July 6, 2009
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachment for Item *C-4, June 2, 2009
Submitted bids
From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Enclosed is the attachment for Item *C-4, June 2, 2009 along with all submitted bids and bid results.

Approval to award contract to Knife River Construction of Stockton, California, for the Federal Aid Project STPL-5938(152) Titled "RSTP Roadway Resurfacing Phase B" which is part of the Federal Regional Surface Transportation Program

- Agreement with Knife River Construction
- Submitted Bids
- Bid Results

Have a good day!

AGREEMENT

THIS AGREEMENT, dated this 2 day of June, 2009, by and between Knife River Construction of Stockton whose place of business is located at 655 W. Clay Street, Stockton, CA, 95206 ("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. 2009-374 adopted on the 2 day of June, 2009 awarded to Contractor the following Contract:

CONTRACT NUMBER: 2008-10

**RSTP Roadway Resurfacing Phase B
Federal Aid Project STPL-5938(152)**

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 Department designed the Project and furnished the Plans and Specifications. **Stanislaus County Public** Works Department 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 Forty Five (45) Working Days** from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

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

- 3.2.1 Two-thousand and five-hundred hundred dollars (\$2,500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

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

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

Article 4. Contract Sum

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

Article 5. Contractor's Representations

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

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

Article 6. Contract Documents

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

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

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

Article 7. Indemnity

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

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

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

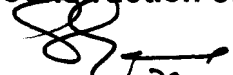

- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section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


Knife River Construction of Stockton:

By: 
Matthew Machado, Director of Public Works


STEVE ESSOYAN, PRESIDENT
By: 
Its: Project Engineer
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: Contract Administrator
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

COUNTY RESOLUTION NO. 2009-374


END OF DOCUMENT

**CONTRACTOR'S BID SHEET
FOR**

RSTP Roadway Resurfacing Phase B, Federal Aid Project STPL-5938(152)

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	MOBILIZATION	1	L.S.	48,000	48,000.00
2	WATER POLLUTION CONTROL (WPC) (SWPPP)	1	L.S.	2,800.00	2,800.00
3	TRAFFIC CONTROL SYSTEM	1	L.S.	31,000.00	31,000.00
4	RAISE EXISTING UTILITIES TO GRADE	1	L.S.	2,500.00	2,500.00
5	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 6 WITH MARKERS	82,545	LF	0.20	16,509.00
6	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 19 WITH MARKERS	35,880	LF	0.70	25,116.00
7	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 22 WITH MARKERS	18,858	LF	0.72	13,577.76
8	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 27B	275,296	LF	0.20 0.25 ^{GE}	68,824.00 68,824.00 ^{GE}
9	COLD PLANE HMA CONCRETE PAVEMENT	1,036	S.Y.	5.50	5,698.00
10	HOT MIX ASPHALT CONCRETE -(0.15') 'TYPE A' DENSE GRADED	39,293	TONS	48.30	1,917,498.40
11	THERMOPLASTIC PAVEMENT MARKINGS	3,229	S.F.	6.20 6.20 ^{GE}	20,119.80 20,119.80 ^{GE}
12	IMPORTED MATERIAL (SHOULDER BACKING)	9,188	TONS	23.75	218,215.00
13	RESET SURVEY MONUMENTS	44	E.A.	200.00	8,800.00
14	BOBCAT AND GRINDER	1	L.S.	83,000.00	83,000.00
15	LEAD COMPLIANCE PLAN	1	L.S.	850.00	850.00
				TOTAL	2,436,695.86

55,059.20
8,072.50


4/23/09

¹ Addendum No. 1 and 7

BID ALTERNATE 'A'

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.01') 'TYPE A' DENSE GRADED	2,612	TONS	48 ⁸⁰ / ₁₀₀	127,465 ⁶⁰
TOTAL					127,465 ⁶⁰

BID ALTERNATE 'B'

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.02') 'TYPE A' DENSE GRADED	5,224	TONS	48 ⁸⁰ / ₁₀₀	254,931 ²⁰
TOTAL					254,931 ²⁰

BID ALTERNATE 'C'

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.03') 'TYPE A' DENSE GRADED	7,836	TONS	48 ⁸⁰ / ₁₀₀	382,396 ⁸⁰
TOTAL					382,396 ⁸⁰

BID ALTERNATE 'D'

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.04') 'TYPE A' DENSE GRADED	10,448	TONS	48 ⁸⁰ / ₁₀₀	509,862 ⁴⁰
TOTAL					509,862 ⁴⁰

(SIGNED)  Date: 4.20.09

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.

² Addendum No. 6

STANISLAUS COUNTY PUBLIC WORKS
RSTP ROAD RESURFACING PROGRAM B
FEDERAL-AID PROJECT NO. STPL-5938(152)

Bid Opening: April, 2009

AS CORRECTED

ENGINEER'S ESTIMATE: \$3,594,633

No.	Contractor	Address	Base Bid	ALA	ALB	ALC	ARD	TOTAL Base+A+C+D
1	Knife River Construction	655 W. Clay Street Stockton, CA 95206	\$2,436,695.86	\$127,465.80	\$254,837.20	\$382,396.80	\$509,862.40	\$3,456,420.66
2	George Reed, Inc.	P.O. Box 4760 Modesto, CA 95352	\$2,547,791.00	\$133,212.00	\$296,424.00	\$399,636.00	\$532,848.00	\$3,613,487.00
3	Teichert Construction	P.O. Box 3367 Turlock, CA 95381	\$2,736,596.60	\$144,574.20	\$289,148.40	\$433,722.60	\$578,296.80	\$3,893,190.20
4	Granite Construction Company	P.O. Box 50085 Watsonville, CA 95077	\$2,799,985.00	\$178,922.00	\$331,724.00	\$485,832.00	\$634,716.00	\$4,099,455.00
5	MCK Services Inc.	P.O. Box 5697 Concord, CA 94524	\$2,979,810.08	\$170,119.56	\$342,015.28	\$515,687.16	\$691,135.20	\$4,356,752.00
6	Bush Engineering, Inc.	518 N. Redington St. Hanford, CA 93230	\$3,383,331.10	\$167,168.00	\$334,336.00	\$501,504.00	\$668,672.00	\$4,720,675.10

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

RSTP Roadway Resurfacing Phase B, Federal Aid Project STPL-5938(152)

NAME OF BIDDER DSS Company dba Knife River Construction

BUSINESS P.O. BOX 6099

CITY, STATE, ZIP Stockton, Ca. 95206-0099

BUSINESS STREET ADDRESS 655 W. Clay Street
(Please include even if P.O. Box used)

CITY, STATE, ZIP Stockton, Ca. 95206-1722

TELEPHONE NO: AREA CODE () (209) 948-0302

FAX NO: AREA CODE () (209) 948-6652

CONTRACTOR LICENSE NO. 334653 Class A

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 **January 27, 2009**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION
OF THE
RSTP Roadway Resurfacing Phase B, Federal Aid Project STPL-5938(152)**

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

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

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

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

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

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

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

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

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

BID DOCUMENTS REQUIRED AT BID OPENING

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

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

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

W-9 Form

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

INSURANCE REQUIREMENTS

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

Insurance Requirements.

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

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

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

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

2. All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

4. Required Endorsements: The policies required herein shall be endorsed, in a form and manner acceptable to County, as follows:

Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.

Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required herein.

Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.

Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work.

5. Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A.1 and A.2 above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

6. Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, (Attention: Department of Public Works), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during

entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within 30 Days, copies of the actual insurance policies or renewals or replacements.

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

Each Professional shall maintain the following insurance at its sole cost and expense:

Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than


\$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

All insurance required to be held by Contractor as described above. Professional shall satisfy all provisions herein relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing work on the Project.

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

**CONTRACTOR'S BID SHEET
FOR
RSTP Roadway Resurfacing Phase B, Federal Aid Project STPL-5938(152)**

NO.	CONTRACTOR'S BID DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	L.S.	48,000	48,000.00 ^{ce}
2	WATER POLLUTION CONTROL (WPC) (SWPPP)	1	L.S.	2,800.00	2,800.00
3	TRAFFIC CONTROL SYSTEM	1	L.S.	31,000.00	31,000.00
4	RAISE EXISTING UTILITIES TO GRADE	1	L.S.	2,500.00	2,500.00
5	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 6 WITH MARKERS	82,545	LF	0.20	16,509.00
6	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 19 WITH MARKERS	35,880	LF	0.70	25,116.00
7	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 22 WITH MARKERS	18,858	LF	0.72	13,577.76
8	THERMOPLASTIC STRIPING (SPRAYABLE) DETAIL 27B	275,296	LF	0.20 0.25 ^{se}	68,824.00 ^{se} 55,059.20
9	COLD PLANE HMA CONCRETE PAVEMENT	1,036	S.Y.	5.50	5,698.00
10	HOT MIX ASPHALT CONCRETE -(0.15') 'TYPE A' DENSE GRADED	39,293	TONS	48.30	1,917,448.40
11	THERMOPLASTIC PAVEMENT MARKINGS	3,229	S.F.	6.20 ^{se}	20,119.80 ^{se} 8,072.50
12	IMPORTED MATERIAL (SHOULDER BACKING)	9,188	TONS	23.75	218,215.00
13	RESET SURVEY MONUMENTS	44	E.A.	200.00	8,800.00
14	BOBCAT AND GRINDER	1	L.S.	83,000.00	83,000.00
15	LEAD COMPLIANCE PLAN	1	L.S.	850.00	850.00
				TOTAL	2,436,645.86

 4/23/09
 Addendum No. 1 and 7

BID ALTERNATE 'A'

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.01') 'TYPE A' DENSE GRADED	2,612	TONS	48 ⁸⁰	127,465 ⁶⁰
TOTAL					127,465⁶⁰

BID ALTERNATE 'B'


NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.02') 'TYPE A' DENSE GRADED	5,224	TONS	48 ⁸⁰	254,931 ²⁰
TOTAL					254,931²⁰

BID ALTERNATE 'C'

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.03') 'TYPE A' DENSE GRADED	7,836	TONS	48 ⁸⁰	382,396 ⁸⁰
TOTAL					382,396⁸⁰

BID ALTERNATE 'D'

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	HOT MIX ASPHALT CONCRETE (0.04') 'TYPE A' DENSE GRADED	10,448	TONS	48 ⁸⁰	509,862 ⁴⁰
TOTAL					509,862⁴⁰

(SIGNED) _____  Date: 4.20.09

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.

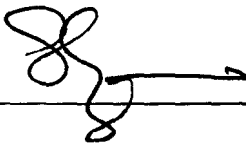
² Addendum No. 6

**ADDENDUM SHEET
FOR
RSTP Roadway Resurfacing Phase B, Federal Aid Project STPL-
5938(152)**

Addendum # 7	Dated	4/23/09	Date Received	4/23/09	Initial	<u>SB</u>
ADDENDUM NO. <u>1</u>	DATED	<u>3/2</u>	DATE RECEIVED	<u>3/2</u>	INITIALS	<u>SB</u>
ADDENDUM NO. <u>2</u>	DATED	<u>3/13</u>	DATE RECEIVED	<u>3/13</u>	INITIALS	<u>SB</u>
ADDENDUM NO. <u>3</u>	DATED	<u>3/16</u>	DATE RECEIVED	<u>3/16</u>	INITIALS	<u>SB</u>
ADDENDUM NO. <u>4</u>	DATED	<u>3/20</u>	DATE RECEIVED	<u>3/20</u>	INITIALS	<u>SB</u>
ADDENDUM NO. <u>5</u>	DATED	<u>3/26</u>	DATE RECEIVED	<u>3/26</u>	INITIALS	<u>SB</u>
ADDENDUM NO. <u>6</u>	DATED	<u>4/3</u>	DATE RECEIVED	<u>4/3</u>	INITIALS	<u>SB</u>
CONTRACTOR	<u>DSS Company dba Knife River Construction</u>					

ADDRESS 655 W. Clay St., Stockton, Ca. 95206

PHONE (209) 948-0302 FAX (209) 948-6652

(SIGNED)  Date: 4/01/2009

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

SUBCONTRACTORS LIST

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

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	Riley's Striping Inc	Union City, Ca	Striping
2	Kent's Oil Svc	Stockton, CA	Tack Oil
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED) _____



Date: 4/01/2009

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 DSS Company dba Knife River Construction, proposed subcontractor _____, hereby certifies that he has X, 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: 4/01/2009

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 DSS Company dba Knife River Construction, proposed
subcontractor Riley's Striping Inc, hereby certifies
that he has X, 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) Bob Gobble Date: 4/29/09

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 DSS Company dba Knife River Construction proposed subcontractor KENT'S OIL SERVICE, 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: 4-22-09

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 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: 4/01/2009

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

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

(SIGNED)  _____ Date: 4/01/2009

**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 DSS Company dba Knife River Construction

BUSINESS ADDRESS 655 W. Clay Street TEL. (209) 948-0302

CITY, STATE, ZIP CODE Stockton, CA. 95206

BY  TITLE President
(Signature)

DATED 4/01/2009

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 judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

(SIGNED) _____  _____ Date: 4/01/2009

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.

NONLOBBYING 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.

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/announcement <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		
Federal Use Only:		

**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.