

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

DEPT: Public Works *mlm*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE May 4, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Construction Contract for the RSTP 2009 Cape Seal Project, Federal Project No. STPL-5938 (168) to Intermountain Slurry Seal, Inc. of Watsonville, California

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$3,403,407.23 to Intermountain Slurry Seal, Inc., of Watsonville, California for the construction of the RSTP 2009 Cape Seal Project, subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with Intermountain Slurry Seal, Inc., of Watsonville, California for \$3,403,407.23 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 \$3,820,475 (\$3,403,407 contract; which includes the base bid amount and additional bid amounts for two (2) alternate/additional road segments; \$245,000 construction engineering, which includes: quality assurance, inspection, and materials testing; \$172,068 contract change orders and contingencies) will be satisfied with \$3,382,267 (88.53%) from Federal Regional Surface Transportation Program (RSTP) funds and \$438,208 from Public Works Road Funds, Proposition 1B. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-270

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover

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 the Construction Contract for the RSTP 2009 Cape Seal Project, Federal Project No. STPL-5938 (168) to Intermountain Slurry Seal, Inc. of Watsonville, California

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.
6. Authorize the Construction Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

DISCUSSION:

The RSTP 2009 Cape Seal Project will consist of a Type II Slurry Seal over a 3/8 inch polymer modified chip seal. The Cape Seal will be placed over approximately 52 miles of road surfaces creating a smooth, durable, water resistant pavement surface. In addition to the 52 miles of base roads, there are two (2) alternate road segments that total an additional 6 miles. The alternate roads are added to the contract because there are sufficient funds available beyond the cost of the base bid total. New striping will be applied on the centerline and edge lines as well as various pavement markings.

The preliminary engineering was completed in-house by Public Works Department staff.

The following roads will be improved with the project:

Base Roads

- La Grange Road (Yosemite Blvd to Merced County Line)
- Lake Road (Hickman Road to Yosemite Blvd)
- Santa Fe Ave (7th Street to Stanislaus County Line)
- Montpelier Road (Lake Road to Turlock Irrigation District Highline Canal)
- East Ave (Daubenberger Road to Stanislaus County Line)
- Hickman Road (Whitmore Ave to Tuolumne River Bridge)
- Whitmore Ave (Euclid Ave to Hickman Road)
- Keyes Road (Montpelier Road to Merced County Line)

Alternate Roads

- Monte Vista Ave (Santa Fe Ave to Hickman Rd)
- Keyes Road (Santa Fe Ave to Hickman Rd)

This project is exempt from the California Environmental Quality Act, Class 1, California Code of Regulations, Title 14, #15301 (Existing Facilities).

The project is anticipated to begin construction on May 17, 2010, and be completed by August 27, 2010.

On February 16, 2010, the Board of Supervisors approved and adopted the plans and specifications for the project and directed Public Works Staff to publish and mail the notice inviting bids.

Approval to Award the Construction Contract for the RSTP 2009 Cape Seal Project, Federal Project No. STPL-5938 (168) to Intermountain Slurry Seal, Inc. of Watsonville, California

On March 31, 2010, five (5) sealed bids were received, publicly read and opened. A summary of the base bids follows:

CONTRACTOR	BASE BID
Intermountain Slurry Seal, Inc.	\$3,129,435
California Pavement Maintenance Company	\$3,151,169
Graham Contractors	\$3,158,866
Bond Blacktop, Inc.	\$3,196,169
International Surfacing Systems	\$3,233,714

The engineer's estimate for the project is \$4,467,414. Intermountain Slurry Seal Inc. is the lowest bidder with a base bid of \$3,129,435.19. Based on the bid results and the lowest bid amount, sufficient funds are available to include two (2) alternative road segments in the contract for an additional amount of \$273,972.04 above the base bid. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Intermountain Slurry Seal, Inc., in the amount of \$3,403,407.23.

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.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-6550.

**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 2009 Cape Seal Project

Period JUL-09 to JUN-10

Organization Stanislaus Budget Org

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	27600	0	0	0.0	3,382,267.00				
2	1102	40310	27600	9286	0	0.0		3,382,267.00			
3	1102	40310	63280	9286	0	0.0	3,820,475.00				
4	1102	40310	63280	0	0	0.0		3,382,267.00			
5	1102	40310	65660	0	0	0.0		438,208.00			
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							7,202,742.00	7,202,742.00			

Transfers budget to the RSTP 2009 Cape Seal Project

Requesting Department		CEO	Auditors Office Only	
Sharon Andrews			Prepared By	
Signature		Signature	Admin Approval (\$75K+)	
4/27/10		4/28/10	4-28-10	
Date		Date	Date	

Contact Person & Phone Number

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

AGREEMENT

THIS AGREEMENT, dated this 4th day of May, 2010, by and between INTERMOUNTAIN SLURRY SEAL, INC., whose place of business is located at 1851 Bell Avenue, Sacramento, CA 95838 ("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. _____ adopted on the 4th day of May, 2010 awarded to Contractor the following Contract:

CONTRACT NUMBER 2009-5

**RSTP 2009 CAPE SEAL
Federal Project No. STPL-5938 (168)**

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 Public Works Engineering Services designed the Project and furnished the Plans and Specifications. Engineering Services shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

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 Seventy-Five (75) Working Days from the date when the Contract Time commences to run as provided in the Agreement.

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:

Two Thousand Five Hundred dollars (\$2,500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

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

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

Article 4. Contract Sum

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

Article 5. Contractor's Representations

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

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special 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
Special Conditions
Addenda
Special Provisions
Drawings
Encroachment Permit [if applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6.

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to

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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: DEFINITIONS AND TERMS 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

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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 Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

8-9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Public Works
Attn: Chris Brady, Construction Manager
1716 Morgan Road
Modesto, CA 95358

If to Contractor:

Intermountain Slurry Seal, Inc.
Attn: Scott Youngren, Project Manager
P.O. Box 50085
Watsonville, CA 95077-5085

(SIGNATURES NEXT PAGE)

COPY

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

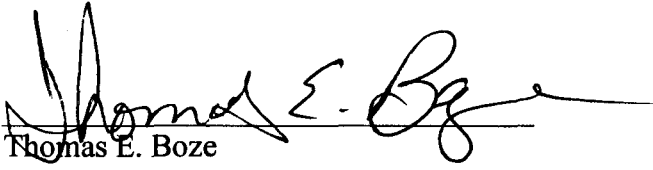
COUNTY OF STANISLAUS

INTERMOUNTAIN SLURRY SEAL, INC.

By: _____
Matt Machado, Director
Public Works Department

By: _____

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

APPROVED BY STANISLAUS COUNTY BOARD OF SUPERVISORS _____
RESOLUTION NO. _____

COPY

Contract No.: 2009-5

**CONTRACTOR'S BASE BID SHEET FOR
RSTP 2009 CAPE SEAL**

**CAPE SEAL: TYPE II SLURRY SEAL OVER 3/8 INCH POLYMER
MODIFIED CHIP SEAL**

BASE BID

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	LS	\$7,000. ⁰⁰	7,000. ⁰⁰
2	Traffic Control System	1	LS	128,730. ³⁷	128,730. ³⁷
3	Road Preparation	1	LS	\$421,300 ¹	\$421,300 ¹
4	Dig Outs	12,000	SY	\$36. ⁰⁰	432,000. ⁰⁰
5	Cape Seal (F)	785,617	SY	2. ⁵²	1,964,042. ⁵²
6	Thermoplastic Striping Detail 6	142,644	LF	0. ¹⁷	24,249. ⁴⁸
7	Thermoplastic Striping Detail 19	59,305	LF	0. ⁵⁴	32,024. ⁷⁰
8	Thermoplastic Striping Detail 22	75,432	LF	0. ⁷⁴	55,819. ⁶⁸
9	Thermoplastic Striping Detail 38	50	LF	0. ⁷⁵	37. ⁵⁰
10	Thermoplastic Pavement Markings	4,433	SF	3. ⁰⁰	13,299. ⁰⁰
11	Paint Striping Detail 27B	553,244	LF	0. ⁰⁹	49,791. ⁹⁶
12	Paint Striping Detail 27C	4,400	LF	1.50 1. ⁰⁹	744.⁰⁰ 744. ⁰⁰
13	Rumble Strip Type A Marker	496	EA	1. ⁵⁰	744. ⁰⁰
Total Base Bid					3,129,435. ¹⁹

396.⁰⁰

(SIGNED) Scott Youngren Date: 3/31/2010
Scott Youngren, Estimator

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.

¹ Addendum 2 - March 19, 2010

COPY

Contract No.: 2009-5

Alternate No. 3 – Monte Vista Avenue

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	5500.00	5500.00
3	Road Preparation	1	LS	\$14,900 ⁴	\$14,900 ⁴
4	Cape Seal (F)	28,346	SY	2.50	70865.00
5	Thermoplastic Striping Detail 6	8,141	LF	0.17	1383.97
6	Thermoplastic Striping Detail 19	2,200	LF	0.54	1188.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	35	LF	0.74	25.90
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	190	SF	3.00	570.00
11	Paint Striping Detail 27B	20,752	LF	0.09	1867.68
12	Paint Striping Detail 27C	140	LF	0.09	12.60
TOTAL ALTERNATE NO. 3					96813.15

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

⁴ Addendum 2 – March 19, 2010

COPY

Contract No.: 2009-5

Alternate No. 5 - Keyes Road

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	8,500.00	8,500.00
3	Road Preparation	1	LS	\$28,900 ⁶	\$28,900 ⁶
4	Cape Seal (F)	50,880	SY	2.50	127,200.00
5	Thermoplastic Striping Detail 6	9,581	LF	0.17	1,628.77
6	Thermoplastic Striping Detail 19	7,650	LF	0.54	4,131.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	1612	LF	0.74	1,192.88
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	570	SF	3.00	1,710.00
11	Paint Striping Detail 27B	37,686	LF	0.09	3,391.74
12	Paint Striping Detail 27C	50	LF	0.09	4.50
TOTAL ALTERNATE NO. 5					177,158.89

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

⁶ Addendum 2 - March 19, 2010

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

TRANSMITTAL

Date: June 2, 2010
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachment for Item *C-2, May 4, 2010
Agreement with Intermountain Slurry Seal, Inc.
From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

I have attached the following:

- Agreement with Intermountain Slurry Seal, Inc.
- Bid Results
- All submitted bids

Have a good day!

BOARD OF SUPERVISORS

2010 JUN -4 11:10

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

AGREEMENT

THIS AGREEMENT, dated this 4th day of May, 2010, by and between INTERMOUNTAIN SLURRY SEAL, INC., whose place of business is located at 1851 Bell Avenue, Sacramento, CA 95838 ("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. 2010-270 adopted on the 4th day of May, 2010 awarded to Contractor the following Contract:

CONTRACT NUMBER 2009-5

**RSTP 2009 CAPE SEAL
Federal Project No. STPL-5938 (168)**

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 Public Works Engineering Services designed the Project and furnished the Plans and Specifications. Engineering Services shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

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 Seventy-Five (75) Working Days from the date when the Contract Time commences to run as provided in the Agreement.

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:

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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 the Special 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
- Special Conditions
- Addenda
- Special Provisions
- Drawings
- Encroachment Permit [if applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6.

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: DEFINITIONS AND TERMS 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 Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

8-9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Public Works
Attn: Chris Brady, Construction Manager
1716 Morgan Road
Modesto, CA 95358

If to Contractor:


Intermountain Slurry Seal, Inc.
Attn: Scott Youngren, Project Manager
P.O. Box 50085
Watsonville, CA 95077-5085


(SIGNATURES NEXT PAGE)

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

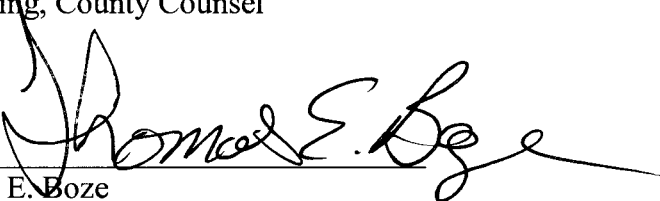
COUNTY OF STANISLAUS

INTERMOUNTAIN SLURRY SEAL, INC.

By: 
Matt Machado, Director
Public Works Department

By: 
Ananya Mukherjee, Vice President

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

APPROVED BY STANISLAUS COUNTY BOARD OF SUPERVISORS May 4, 2010
RESOLUTION NO. 2010-270

**CONTRACTOR'S BASE BID SHEET FOR
RSTP 2009 CAPE SEAL**

CAPE SEAL: TYPE II SLURRY SEAL OVER 3/8 INCH POLYMER
MODIFIED CHIP SEAL

BASE BID

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	LS	\$7,000. ⁰⁰	7,000. ⁰⁰
2	Traffic Control System	1	LS	128,730. ³⁷	128,730. ³⁷
3	Road Preparation	1	LS	\$421,300 ¹	\$421,300 ¹
4	Dig Outs	12,000	SY	\$36. ⁰⁰	432,000. ⁰⁰
5	Cape Seal (F)	785,617	SY	2. ⁵²	1,964,042. ⁵²
6	Thermoplastic Striping Detail 6	142,644	LF	0. ¹⁷	24,249. ⁴⁸
7	Thermoplastic Striping Detail 19	59,305	LF	0. ⁵⁴	32,024. ⁷⁰
8	Thermoplastic Striping Detail 22	75,432	LF	0. ⁷⁴	55,819. ⁶⁸
9	Thermoplastic Striping Detail 38	50	LF	0. ⁷⁵	37. ⁵⁰
10	Thermoplastic Pavement Markings	4,433	SF	3. ⁰⁰	13,299. ⁰⁰
11	Paint Striping Detail 27B	553,244	LF	0. ⁰⁹	49,791. ⁹⁶
12	Paint Striping Detail 27C	4,400	LF	1.50 1. ⁰⁹	744.⁰⁰ 744. ⁰⁰
13	Rumble Strip Type A Marker	496	EA	1. ⁵⁰	744. ⁰⁰
Total Base Bid					3,129,435. ¹⁹

(SIGNED) Scott Youngren Date: 3/31/2010
Scott Youngren, Estimator

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.

¹ Addendum 2 - March 19, 2010

Alternate No. 3 – Monte Vista Avenue

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	5500.00	5500.00
3	Road Preparation	1	LS	\$14,900 ⁴	\$14,900 ⁴
4	Cape Seal (F)	28,346	SY	2.50	70865.00
5	Thermoplastic Striping Detail 6	8,141	LF	0.17	1383.97
6	Thermoplastic Striping Detail 19	2,200	LF	0.54	1188.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	35	LF	0.74	25.90
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	190	SF	3.00	570.00
11	Paint Striping Detail 27B	20,752	LF	0.09	1867.88
12	Paint Striping Detail 27C	140	LF	0.09	12.60
TOTAL ALTERNATE NO. 3					96813.15

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

⁴ Addendum 2 – March 19, 2010

Alternate No. 5 – Keyes Road

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	8,500.00	8,500.00
3	Road Preparation	1	LS	\$28,900 ⁶	\$28,900 ⁶
4	Cape Seal (F)	50,880	SY	2.50	127,200.00
5	Thermoplastic Striping Detail 6	9,581	LF	0.17	1,628.77
6	Thermoplastic Striping Detail 19	7,650	LF	0.54	4,131.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	1612	LF	0.74	1,192.88
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	570	SF	3.00	1,710.00
11	Paint Striping Detail 27B	37,686	LF	0.09	3,391.74
12	Paint Striping Detail 27C	50	LF	0.09	4.50
TOTAL ALTERNATE NO. 5					177,158.89

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

⁶ Addendum 2 - March 19, 2010

**STANISLAUS COUNTY
RSTP 2009 CAPE SEAL PROJECT
BID OPENING
STPL-5938 (168)
MARCH 31, 2010
2:15 PM**

BID RESULTS AS READ

CONTRACTOR	BASE BID
INTERMOUNTAIN	\$3,129,435.19
BOND BLACKTOP, INC.	\$3,196,168.60
GRAHAM CONTRACTORS, INC.	\$3,158,865.00
INTERNATIONAL SURFACING SYSTEMS CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.	\$3,233,714.00 \$3,151,169.06

COUNTY OF STANISLAUS**DEPARTMENT OF PUBLIC WORKS****PART III - PROPOSAL****STANISLAUS COUNTY BOARD OF SUPERVISORS****FOR THE CONSTRUCTION OF****RSTP 2009 CAPE SEAL****Federal ID No.: STPL-5938 (168)**

NAME OF BIDDER INTERMOUNTAIN SLURRY SEAL, INC.

BUSINESS P.O. BOX P.O. Box 50085

CITY, STATE, ZIP Watsonville, CA 95077-5085

BUSINESS STREET ADDRESS 585 W. Beach Street
(Please include even if P.O. Box used)

CITY, STATE, ZIP Watsonville, CA 95076

TELEPHONE NO: **AREA CODE ()** 831/724-1011

FAX NO: **AREA CODE ()** 831/768-4021

CONTRACTOR LICENSE NO. 462443

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 specification and project plans for the work to be done were adopted **February 16, 2010**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR
RSTP 2009 CAPE SEAL
&**

**STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR THE
RSTP 2009 CAPE SEAL**

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 Item Total.

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 Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

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

BID DOCUMENTS REQUIRED AT BID OPENING

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

Contractor's Bid Sheet
Addendum Sheet
Subcontractor List
Equal Employment Opportunity Certification
Public Contract Code
Noncollusion Affidavit
Non-Discrimination of the Handicapped
Debarment and Suspension Certification
Proposal Signature Sheet
Bidder's Bond
Bidder Registration Form
Safety Experience Form
W-9 Form
Attachment 1. General Federal Requirements
Attachment 2. FHWA Form 1273
Attachment 3. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
Attachment 4. NONCOLLUSION AFFIDAVIT
Attachment 5. DEBARMENT AND SUSPENSION CERTIFICATION
Attachment 6. NONLOBBYING CERTIFICATION FOR FEDERAL-AID
CONTRACTS
Attachment 7. DISCLOSURE OF LOBBYING ACTIVITIES
Attachment 8. LIQUIDATED DAMAGES
Attachment 9. UDBE GOAL
Attachment 10.
2-1.01 GENERAL
2-1.015 FEDERAL LOBBYING RESTRICTIONS
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Attachment 11. AWARD AND EXECUTION OF CONTRACT
Attachment 12.
SUBCONTRACTOR AND DBE RECORDS
DBE CERTIFICATION STATUS
Attachment 13. PERFORMANCE OF SUBCONTRACTORS

- Attachment 14.
SUBCONTRACTING
PROMPT PROGRESS PAYMENTS TO SUBCONTRACTORS
PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS
- Attachment 15. LISTING OF SUBCONTRACTORS
- Attachment 16. LOCAL AGENCY BIDDER UDBE COMMITMENT
- Attachment 17. LOCAL AGENCY BIDDER DBE INFORMATION
- Attachment 18. DBE CERTIFICATION STATUS CHANGE
- Attachment 19. UDBE INFORMATION-GOOD FAITH EFFORTS
- Attachment 20. FINAL REPORT UTILIZATION OF DISADVANTAGED
BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
- Attachment 21. BIDDER'S LIST
- Attachment 22. BUY AMERICA REQUIREMENTS
- Attachment 23. FEDERAL TRAINEES
- Attachment 24. FEDERAL WAGE RATES
- Attachment 25. RELATIONS WITH RAILROAD

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 are as specified in Article SC-15, INSURANCE.

**CONTRACTOR'S BASE BID SHEET FOR
RSTP 2009 CAPE SEAL**

CAPE SEAL: TYPE II SLURRY SEAL OVER 3/8 INCH POLYMER
MODIFIED CHIP SEAL

BASE BID

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	LS	\$7,000. ⁰⁰	7,000. ⁰⁰
2	Traffic Control System	1	LS	128,730. ³⁷	128,730. ³⁷
3	Road Preparation	1	LS	\$421,300 ¹	\$421,300 ¹
4	Dig Outs	12,000	SY	\$36. ⁰⁰	432,000. ⁰⁰
5	Cape Seal (F)	785,617	SY	\$2. ⁵²	1,964,042. ⁵²
6	Thermoplastic Striping Detail 6	142,644	LF	0. ¹⁷	24,249. ⁴⁸
7	Thermoplastic Striping Detail 19	59,305	LF	0. ⁵⁴	32,024. ⁷⁰
8	Thermoplastic Striping Detail 22	75,432	LF	0. ⁷⁴	55,819. ⁶⁸
9	Thermoplastic Striping Detail 38	50	LF	0. ⁷⁵	37. ⁵⁰
10	Thermoplastic Pavement Markings	4,433	SF	3. ⁰⁰	13,299. ⁰⁰
11	Paint Striping Detail 27B	553,244	LF	0. ⁰⁹	49,741. ⁹⁶
12	Paint Striping Detail 27C	4,400	LF	1.50 1. ⁰⁹	744.⁰⁰ 744. ⁰⁰
13	Rumble Strip Type A Marker	496	EA	1. ⁵⁰	744. ⁰⁰
Total Base Bid					3,129,435. ¹⁹

(SIGNED) Scott Youngren Date: 3/31/2010
Scott Youngren, Estimator

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.

¹ Addendum 2 - March 19, 2010

ALTERNATE NO. 1 – GEER ROAD

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	\$1,000. ⁰⁰	\$1,000. ⁰⁰
2	Traffic Control System	1	LS	\$8,500. ⁰⁰	\$8,500. ⁰⁰
3	Road Preparation	1	LS	\$18,400 ²	\$18,400 ²
4	Cape Seal (F)	45,095	SY	2.50	112,737. ⁵⁰
5	Thermoplastic Striping Detail 6	454	LF	0.17	77. ¹⁸
6	Thermoplastic Striping Detail 12	600	SF	0.17	102. ⁰⁰
7	Thermoplastic Striping Detail 19	5,345	LF	0.54	2,886. ³⁰
8	Thermoplastic Striping Detail 22	5,197	LF	0.74	3,845. ⁷⁸
9	Thermoplastic Striping Detail 38	1,300	LF	0.75	975. ⁰⁰
10	Thermoplastic Pavement Markings	2,102	SF	3.00	6,306. ⁰⁰
11	Paint Striping Detail 27B	24,192	LF	0.09	2,177. ²⁸
12	Paint Striping Detail 27C	560	LF	0.09	50. ⁴⁰
13	Thermoplastic Detail 32	1,100	LF	0.54	594. ⁰⁰
TOTAL ALTERNATE NO. 1					157,651.¹⁶ ^{me} 157,651.⁴⁴

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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 2 - March 19, 2010

ALTERNATE NO. 2 -- GRATTON ROAD

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	\$ 500. ⁰⁰	500. ⁰⁰
2	Traffic Control System	1	LS	4,500. ⁰⁰	4,500. ⁰⁰
3	Road Preparation	1	LS	\$12,400 ³	\$12,400 ³
4	Cape Seal (F)	21,653	SY	2. ⁵⁰	54,132. ⁵⁰
5	Thermoplastic Striping Detail 6	2,948	LF	0. ¹⁷	501. ¹⁶
6	Thermoplastic Striping Detail 19	4,670	LF	0. ⁵⁴	2,521. ⁸⁰
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	220	LF	0. ⁷⁴	162. ⁸⁰
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	285	SF	3. ⁰⁰	855. ⁰⁰
11	Paint Striping Detail 27B	15,676	LF	0. ⁰⁹	1,410. ⁸⁴
12	Paint Striping Detail 27C	320	LF	0. ⁰⁹	28. ⁸⁰
TOTAL ALTERNATE NO. 2					76,984.¹⁰ 77,012. ⁹⁰

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

³ Addendum 2 -- March 19, 2010

Alternate No. 3 – Monte Vista Avenue

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	5500.00	5500.00
3	Road Preparation	1	LS	\$14,900 ⁴	\$14,900 ⁴
4	Cape Seal (F)	28,346	SY	2.50	70865.00
5	Thermoplastic Striping Detail 6	8,141	LF	0.17	1383.97
6	Thermoplastic Striping Detail 19	2,200	LF	0.54	1188.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	35	LF	0.74	25.90
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	190	SF	3.00	570.00
11	Paint Striping Detail 27B	20,752	LF	0.09	1867.68
12	Paint Striping Detail 27C	140	LF	0.09	12.60
TOTAL ALTERNATE NO. 3					96813.15

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

⁴ Addendum 2 – March 19, 2010

Alternate No. 4. – Hickman Road

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	5,500.00	5,500.00
3	Road Preparation	1	LS	\$15,900 ⁵	\$15,900 ⁵
4	Cape Seal (F)	30,258	SY	2.50	75645.00
5	Thermoplastic Striping Detail 6	9,433	LF	0.17	1603.61
6	Thermoplastic Striping Detail 19	1,100	LF	0.54	594.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	0	LF		
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	190	SF	3.00	570.00
11	Paint Striping Detail 27B	21,066	LF	0.09	1895.94
12	Paint Striping Detail 27C	0	LF		
TOTAL ALTERNATE NO. 4					81,308.35 ^{MAC} 102,208.35 ^{max} 102,208⁵⁵

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren

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.

⁵ Addendum 2 - March 19, 2010

Alternate No. 5 – Keyes Road

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	8,500.00	8,500.00
3	Road Preparation	1	LS	\$28,900 ^b	\$28,900 ^b
4	Cape Seal (F)	50,880	SY	2.50	127,200.00
5	Thermoplastic Striping Detail 6	9,581	LF	0.17	1,628.77
6	Thermoplastic Striping Detail 19	7,650	LF	0.54	4,131.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	1612	LF	0.74	1,192.88
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	570	SF	3.00	1,710.00
11	Paint Striping Detail 27B	37,686	LF	0.09	3,391.74
12	Paint Striping Detail 27C	50	LF	0.09	4.50
TOTAL ALTERNATE NO. 5					177,158.89

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

⁶ Addendum 2 - March 19, 2010

ALTERNATE NO. 6 – GRATTON ROAD

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)	500.00	500.00
2	Traffic Control System	1	LS	6500.00	6500.00
3	Road Preparation	1	LS	\$23,800 ⁷	\$23,800 ⁷
4	Cape Seal (F)	41,867	SY	2.50	104,667.50
5	Thermoplastic Striping Detail 6	9,072	LF	0.17	1,542.24
6	Thermoplastic Striping Detail 19	6,050	LF	0.54	3,267.00
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	550	LF	0.74	407.00
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	380	SF	3.00	1140.00
11	Paint Striping Detail 27B	31,284	LF	0.09	2815.00 ^{2,815⁵⁶}
12	Paint Striping Detail 27C	568	LF	0.09	51.12
TOTAL ALTERNATE NO. 6					42,689.86 ^{144,690⁴²}

(SIGNED) Scott Youngren Date: 3/31/2010
 Scott Youngren, Estimator

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.

⁷ Addendum 2 – March 19, 2010

ALTERNATE NO. 6 – GRATTON ROAD

NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control	1	(LS)		
2	Traffic Control System	1	LS		
3	Road Preparation	1	LS		
4	Cape Seal (F)	41,867	SY		
5	Thermoplastic Striping Detail 6	9,072	LF		
6	Thermoplastic Striping Detail 19	6,050	LF		
7	Thermoplastic Striping Detail 21	0	LF		
8	Thermoplastic Striping Detail 22	550	LF		
9	Thermoplastic Striping Detail 38	0	LF		
10	Thermoplastic Pavement Markings	380	SF		
11	Paint Striping Detail 27B	31,284	LF		
12	Paint Striping Detail 27C	568	LF		
TOTAL ALTERNATE NO. 6					

(SIGNED) _____ Date: 3/24/10

Scott Youngren, Estimator

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

**ADDENDUM SHEET
FOR**

RSTP 2009 CAPE SEAL

Federal ID NO.: STPL-5938 (168)

ADDENDUM NO. 1 DATED 3/12/10 DATE RECEIVED 3/18/10 INITIALS DJ
 ADDENDUM NO. 2 DATED 3/19/10 DATE RECEIVED 3/22/10 INITIALS DJ
 ADDENDUM NO. 3 DATED 3/22/10 DATE RECEIVED 3/23/10 INITIALS DJ
 ADDENDUM NO. 4 DATED 3/26/10 DATE RECEIVED 3/26/10 INITIALS DJ
 ADDENDUM NO. DATED DATE RECEIVED INITIALS

CONTRACTOR INTERMOUNTAIN SLURRY SEAL, INC.

ADDRESS P.O. Box 50085

Watsonville, CA 95077-5085

PHONE (831) 724-1011 FAX (831) 768-4021

(SIGNED) Scott Youngren Date: 3/24/10
Scott Youngren, Estimator

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.

	<u>Subcontractor</u>	<u>Business Address</u>	<u>Description of Portion of Work Subcontracted</u>
1.	Sterndahl Enterprise	11861 Branford Street	Striping
2.		Son Valley, CA	
3.			
4.	Tom Mayo Construction	4735 E Fremont St	Paving
5.		Stockton, CA 95215	
6.			
7.			
8.			
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16.			
17.			
18.			
19.			
20.			

(SIGNED) Scott Youngren Date: 3/24/10
Scott Youngren Estimator

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 INTERMOUNTAIN SLURRY SEAL, INC., 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) Scott Youngren Date: 3/24/10
Scott Youngren, Estimator

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.

- N/A -

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) _____

Scott Youngren

Date: 3/24/10

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

Scott Youngren, Estimator

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

Scott Youngren, being duly sworn, deposes and says that he ~~or she~~ is
an Estimator, of * INTERMOUNTAIN SLURRY SEAL, INC. 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) Scott Youngren Date: ~~3/24/10~~ ³⁰ 3/31/10
Scott Youngren, Estimator

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

*SEE ATTACHED CALIFORNIA NOTORIAL JURAT...

JURAT

STATE OF CALIFORNIA }
COUNTY OF Sacramento }

Subscribed and sworn to (or affirmed) before me on
this 31st day of March, 2010,
by Scott Youngren

proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

By: *Denise Zigeler*
Signature of Notary Public
Denise Zigeler



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 INTERMOUNTAIN SLURRY SEAL, INC.

BUSINESS ADDRESS P.O. Box 50085 TEL. 831/724-1011

CITY, STATE, ZIP CODE Watsonville, CA 95077-5085

BY Scott Youngren (Signature) Scott Youngren TITLE Estimator

DATED 03/24/10

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.

No Exceptions.

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) Scott Youngren

Date: ~~3/24/10~~

⁷¹ 3/31/10

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

Scott Youngren, Estimator

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