

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

DEPT: Public Works

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE August 3, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Construction Contract for the 2009 Slurry Seal Project to California Pavement Maintenance Company, Inc. of Sacramento, California

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$702,517 to California Pavement Maintenance Company, Inc. of Sacramento, California for the construction of the 2009 Slurry Seal Project, subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with California Pavement Maintenance Company, Inc., for \$702,517 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 \$865,901 (\$702,517 contract; \$22,880 materials testing; \$70,252 construction engineering which includes quality assurance and inspection; and \$70,252 contract change orders and contingencies) will be fully satisfied with Proposition 1B Road Funds. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-505

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award the Construction Contract for the 2009 Slurry Seal Project to California Pavement Maintenance Company, Inc. of Sacramento, California

STAFF RECOMMENDATIONS (Continued):

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:

Slurry seal treatment is intended to treat the surface of asphalt pavement by placing a layer of oil and rock on top of the existing pavement. This protects and rejuvenates the road. In addition, it creates a smoother riding surface for automobile traffic.

The 2009 Slurry Seal Project will slurry seal approximately 37 miles of various County roads in the following county islands:

- Bret Harte Area
- Robertson Area
- Paradise Area
- Parklawn Area
- East Herndon Area
- West Herndon Area
- Mancini Area
- Rouse Area
- Monterey Tract
- East Ceres

This treatment is appropriate for urban neighborhoods. The slurry seal will extend the service life of the roads by about five years.

On May 25, 2010, the Board of Supervisors approved and adopted the plans and specifications for the 2009 Slurry Seal Project and directed Public Works staff to publish and mail the notice inviting bids.

Approval to Award the Construction Contract for the 2009 Slurry Seal Project to California Pavement Maintenance Company, Inc. of Sacramento, California

On July 21, 2010, five sealed bids were received, publicly read and opened. A summary of the base bids follows:

| CONTRACTOR | BASE BID |
|----------------------------|---------------------|
| Valley Slurry Seal Company | \$757,707.00 |
| Bond Blacktop, Inc. | \$674,704.89 |
| CPM Company, Inc. | \$653,513.54 |
| Intermountain | \$694,766.26 |
| Graham Contractors Inc | \$848,955.11 |

The Base Bid and Alternatives D and E were chosen to fit within the allotted funding. The roads included in the Base bid and alternatives D and E are included in the Attached Exhibits. Alternatives A, B and C were not added to the project due to fiscal constraints.

The engineer's estimate for the base bid of the project was \$698,782. The Base Bid and Alternatives D and E provided by California Pavement Maintenance Company, Inc. totaled \$702,517.

The Department of Public Works recommends that the Board of Supervisors award the contract to the lowest bidder, California Pavement Maintenance Company, Inc., in the amount of \$702,517, contingent on the receipt of appropriate insurance and bonds.

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. Phone: (209) 525-4130.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



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

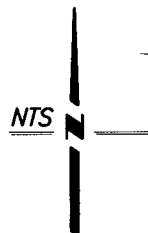
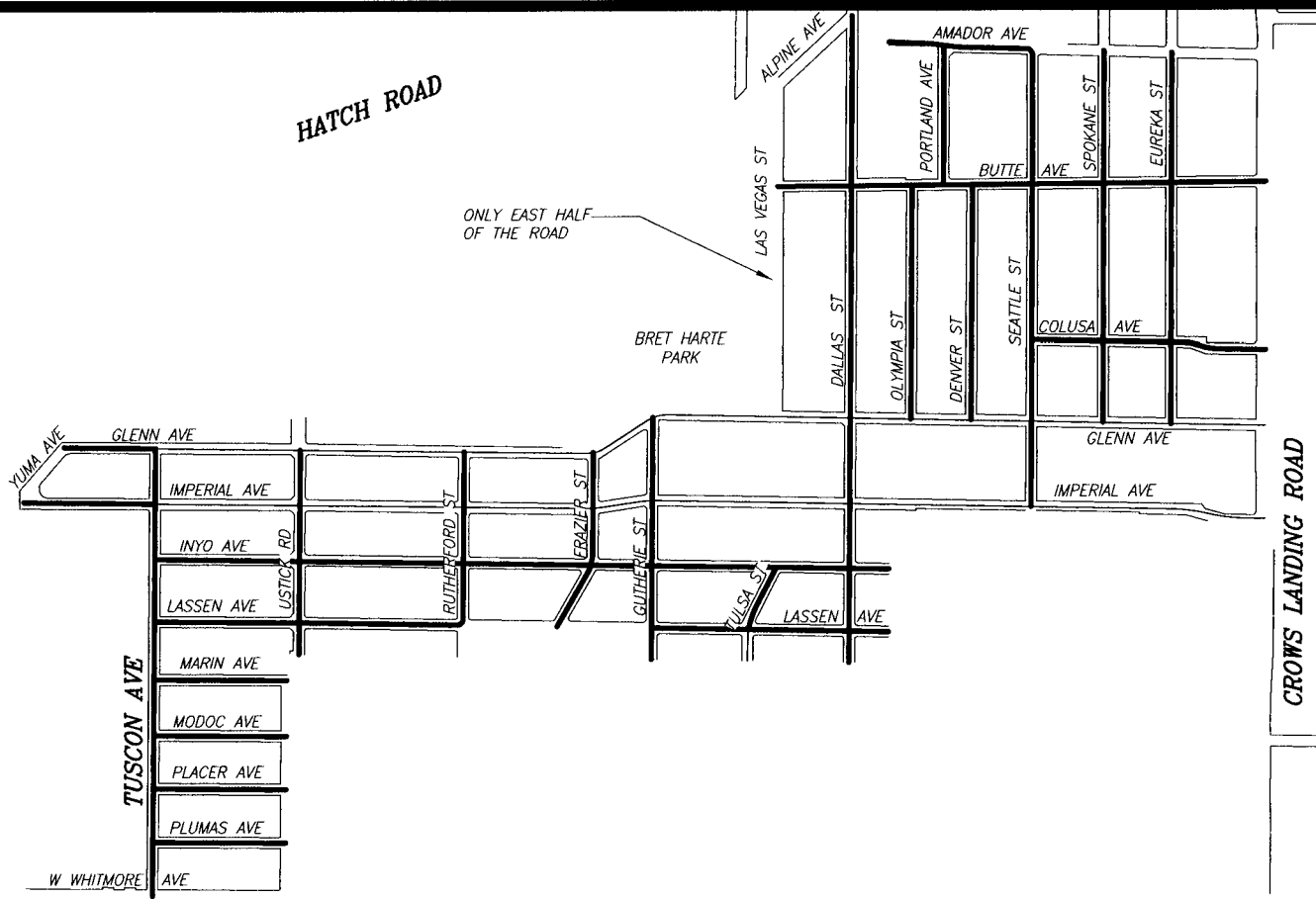
| | |
|---|-----|
| Budget | |
| Budget - Upload | |
| | |
| USD | |
| LEGAL BUDGET | |
| | |
| | BO# |
| Transfer budget to the 2009 Slurry Seal Project | |
| JUL-09 to JUN-10 | |
| Stanislaus Budget Org | |

| 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 | 865,901.00 | | | | |
| 2 | 1102 | 40310 | 27600 | 9206 | 0 | 0.0 | | 865,901.00 | | | |
| 3 | 1102 | 40310 | 63280 | 9206 | 0 | 0.0 | 865,901.00 | | | | |
| 4 | 1102 | 40310 | 63280 | 0 | 0 | 0.0 | | 865,901.00 | | | |
| 5 | | | | | | 0 | | | | | |
| 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 | | | | | | | 1,731,802.00 | 1,731,802.00 | | | |

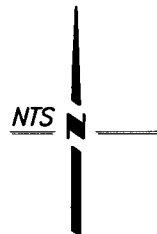
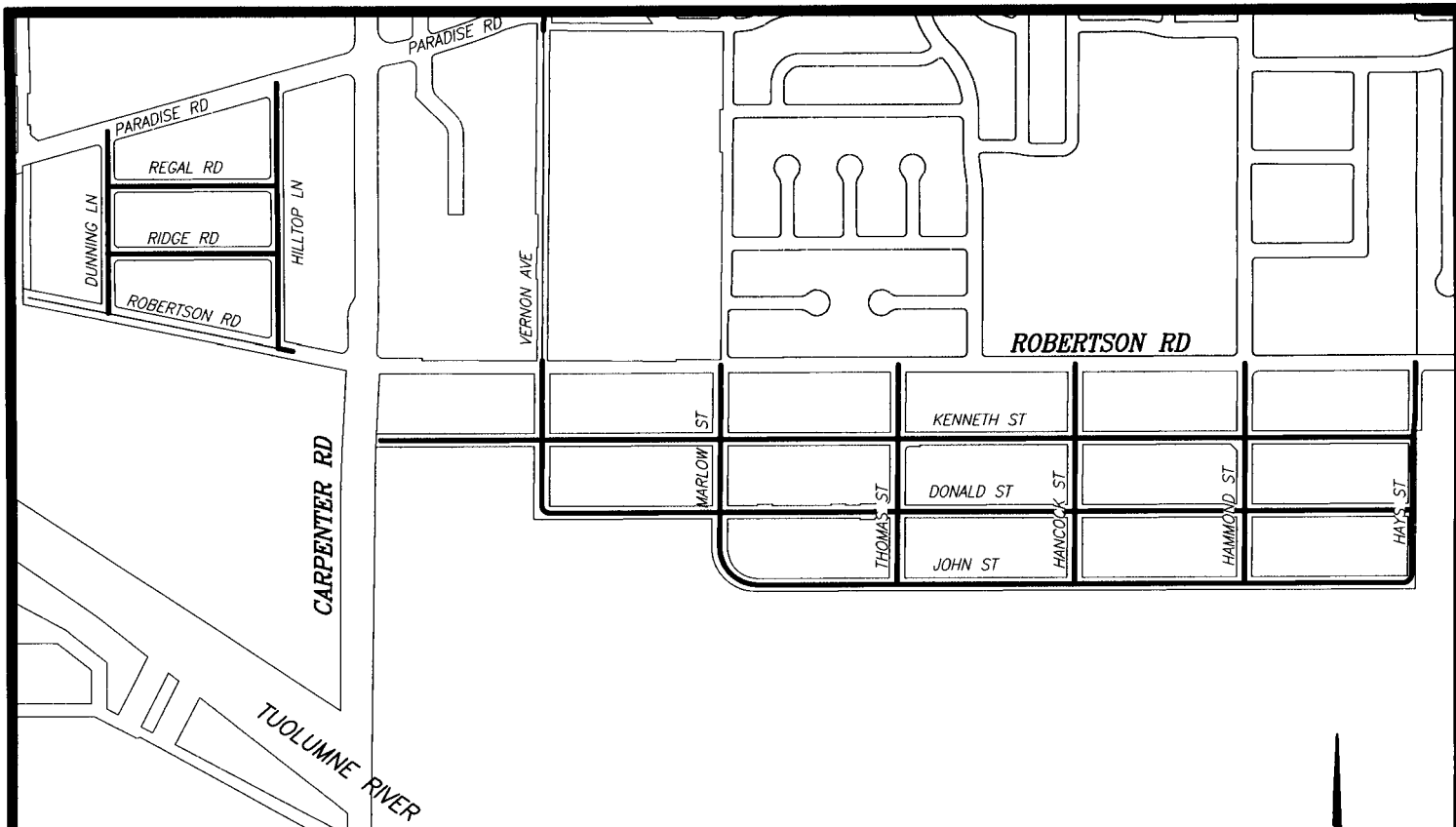
Transfer budget to the 2009 Slurry Seal Project

| | | | |
|-----------------------------------|--------------------|------------------------------|--|
| Requesting Department | CEO | Auditors Office Only | |
| Sharon Andrews <i>[Signature]</i> | <i>[Signature]</i> | Prepared By <i>L. Hanzel</i> | Admin Approval (\$75K+) <i>[Signature]</i> |
| Signature | Signature | Date | Date |
| 7/28/10 | 7/28/10 | 7/28/10 | 7/28/10 |

Contact Person & Phone Number



| ROAD NAME | LIMITS | AREA | |
|---------------|-------------------------------|-----------|----|
| GLENN AVE | (CROWS LANDING TO YUMA) | 188,981 | SF |
| IMPERIAL AVE | (CROWS LANDING TO YUMA) | 154,604 | SF |
| USTICK RD | (GLENN TO MARIN) | 21,881 | SF |
| TUCSON AVE | (GLENN TO PLUMAS) | 48,653 | SF |
| DALLAS ST | (LASSEN TO ALPINE) | 76,113 | SF |
| SEATTLE ST | (IMPERIAL TO AMADOR) | 49,245 | SF |
| MARIN AVE | (TUCSON TO USTICK) | 14,403 | SF |
| COLUSA AVE | (CROWS LANDING TO SEATTLE) | 30,711 | SF |
| SPOKANE ST | (GLENN TO AMADOR) | 40,043 | SF |
| EUREKA ST | (GLENN TO AMADOR) | 39,981 | SF |
| DENVER ST | (GLENN TO BUTTE) | 25,371 | SF |
| OLYMPIA ST | (GLENN TO BUTTE) | 25,183 | SF |
| BUTTE AVE | (CROWS LANDING TO LAS VEGAS) | 58,130 | SF |
| PORTLAND AVE | (BUTTE TO AMADOR) | 15,130 | SF |
| AMADOR AVE | (SEATTLE TO WEST END) | 15,631 | SF |
| INYO AVE | (TUCSON TO ALLEY E/O DALLAS) | 79,863 | SF |
| LASSEN AVE | (TUCSON TO RUTHERFORD) | 33,416 | SF |
| LASSEN AVE | (GUTHRIE TO ALLEY E/O DALLAS) | 25,792 | SF |
| GUTHRIE ST | (GLENN TO SOUTH END) | 24,444 | SF |
| FRAZIER ST | (GLENN TO LASSEN) | 19,844 | SF |
| TULSA ST | (INYO TO SOUTH END) | 9,928 | SF |
| PLUMAS AVE | (TUCSON TO USTICK) | 14,501 | SF |
| PLACER AVE | (TUCSON TO USTICK) | 14,501 | SF |
| MODOC AVE | (TUCSON TO USTICK) | 14,501 | SF |
| RUTHERFORD ST | (GLENN TO LASSEN) | 18,466 | SF |
| TOTAL | | 1,059,316 | SF |



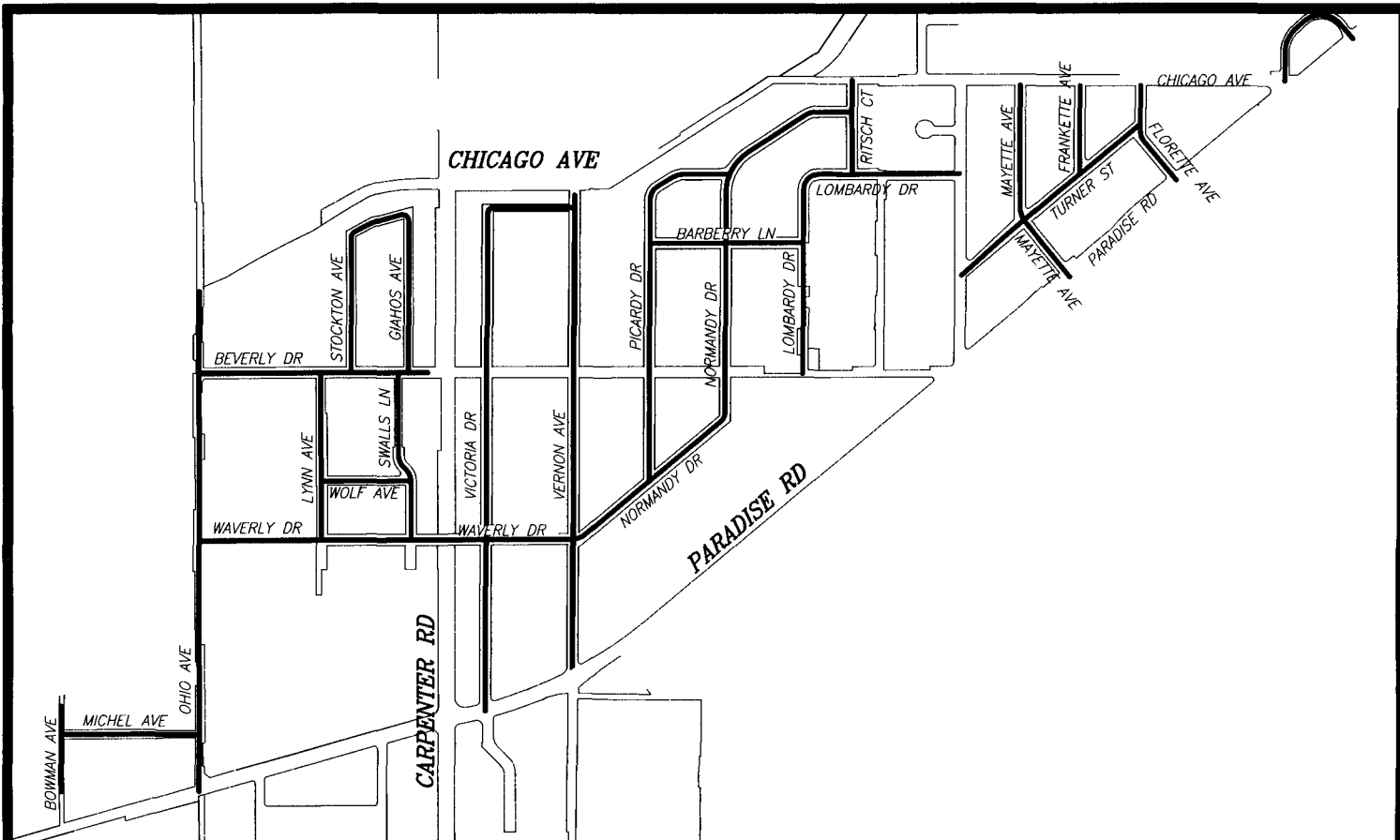
| <u>ROAD NAME</u> | <u>LIMITS</u> | <u>AREA</u> | |
|------------------|-------------------------------|----------------|-----------|
| RIDGE RD | (HILLTOP TO DUNNING) | 16,035 | SF |
| ROBERTSON RD | (60' E/O HILLTOP TO WEST END) | 25,201 | SF |
| REGAL RD | (HILLTOP TO DUNNING) | 16,035 | SF |
| DUNNING LN | (PARADISE TO ROBERTSON) | 18,142 | SF |
| HILLTOP LN | (PARADISE TO ROBERTSON) | 25,783 | SF |
| VERNON AVE | (DONALD TO PARADISE) | 39,471 | SF |
| MARLOW ST | (ROBERTSON TO JOHN) | 17,226 | SF |
| JOHN ST | (MARLOW TO HAYS) | 52,956 | SF |
| DONALD ST | (VERNON TO HAYS) | 67,902 | SF |
| KENNETH ST | (HAYS TO WEST END) | 80,904 | SF |
| THOMAS ST | (ROBERTSON TO JOHN) | 18,816 | SF |
| HANCOCK ST | (ROBERTSON TO JOHN) | 18,815 | SF |
| HAMMOND ST | (ROBERTSON TO JOHN) | 18,820 | SF |
| HAYS ST | (ROBERTSON TO JOHN) | 19,302 | SF |
| | TOTAL | 435,408 | SF |



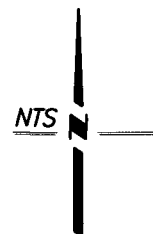
STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

2009 SLURRY SEAL
 ROBERTSON ROAD
 MODESTO, CALIFORNIA

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 SHEET: 04 OF 12
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| ROAD NAME | LIMITS | AREA | |
|---------------|--------------------------------------|----------------|-----------|
| BEVERLY DR | (OHIO TO 60' E/O GIAHOS) | 27,347 | SF |
| STOCKTON AVE | (BEVERLY TO GIAHOS) | 21,282 | SF |
| LYNN AVE | (BEVERLY TO WAVERLY) | 18,381 | SF |
| WOLF AVE | (LYNN TO SWALLS) | 10,755 | SF |
| WAVERLY DR | (OHIO TO VERNON) | 40,774 | SF |
| SWALLS LN | (BEVERLY TO WAVERLY) | 18,757 | SF |
| VICTORIA DR | (VERNON TO PARADISE) | 67,339 | SF |
| VERNON AVE | (PARADISE TO CHICAGO (CANAL)) | 62,452 | SF |
| PICARDY DR | (NORMANDY (S) TO NORMANDY (N)) | 40,917 | SF |
| BARBERRY LN | (PICARDY TO LOMBARDY) | 17,274 | SF |
| NORMANDY DR | (VERNON TO RITSCH) | 69,801 | SF |
| RITSCH CT | (CHICAGO TO LOMBARDY) | 11,512 | SF |
| LOMBARDY DR | (BEVERLY TO HARRIS) | 47,655 | SF |
| TURNER ST | (HARRIS TO FLORETTE) | 26,403 | SF |
| FLORETTE AVE | (PARADISE TO CHICAGO) | 11,840 | SF |
| MAYETTE AVE | (PARADISE TO TURNER) | 9,356 | SF |
| MAYETTE AVE | (TURNER TO CHICAGO) | 27,498 | SF |
| FRANKETTE AVE | (TURNER TO CHICAGO) | 10,307 | SF |
| ELLEN AVE | (CHICAGO TO PARADISE) | 14,970 | SF |
| MICHEL AVE | (BOWMAN TO OHIO) | 16,450 | SF |
| BOWMAN AVE | (150' N/O MICHEL TO 310' S/O MICHEL) | 9,140 | SF |
| OHIO AVE | (PARADISE TO CHICAGO) | 65,034 | SF |
| GIAHOS AVE | (CHICAGO TO BEVERLY) | 17,007 | SF |
| TOTAL | | 662,251 | SF |

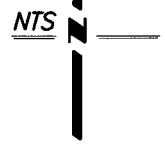
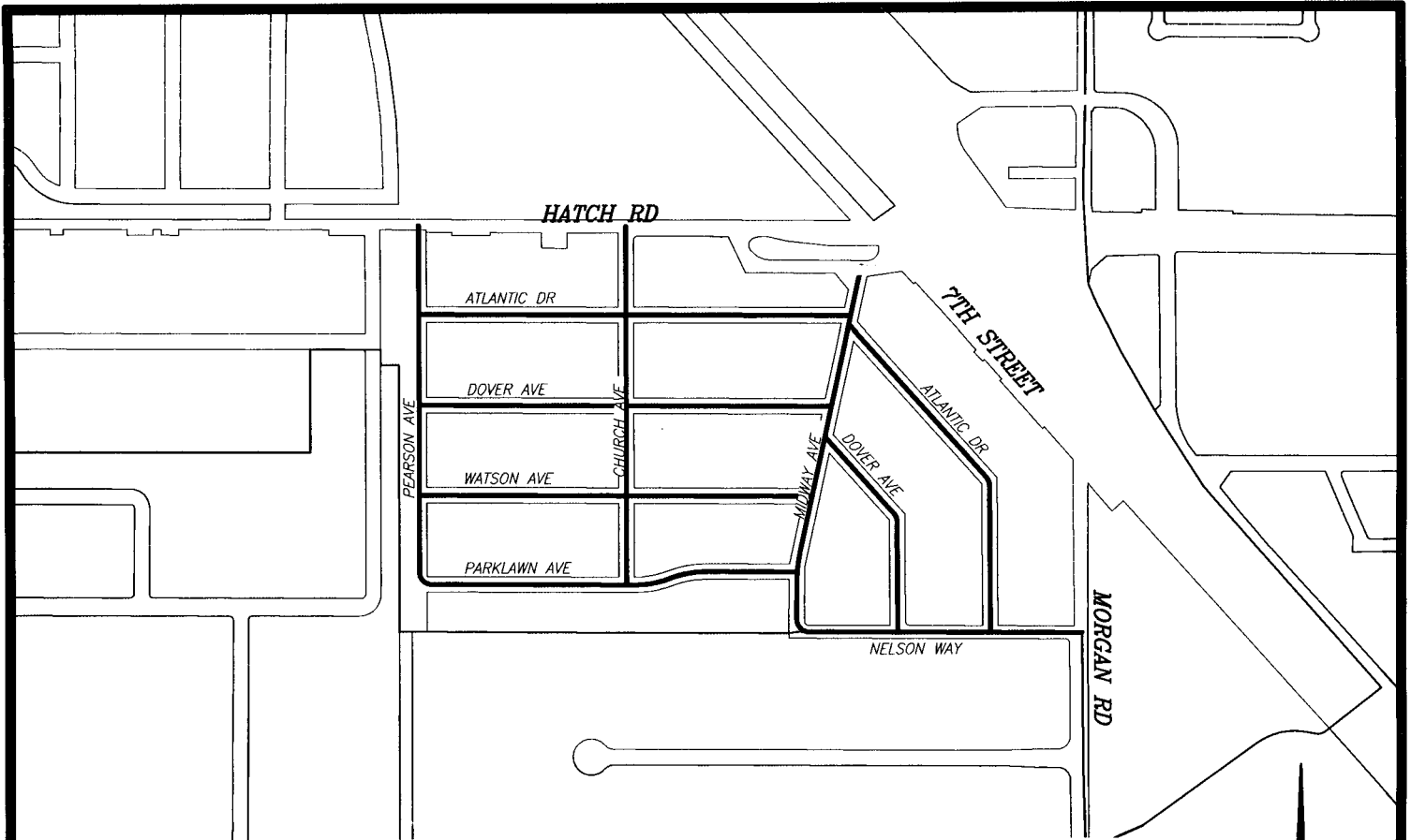


STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

**2009 SLURRY SEAL
 PARADISE ROAD**

MODESTO, CALIFORNIA

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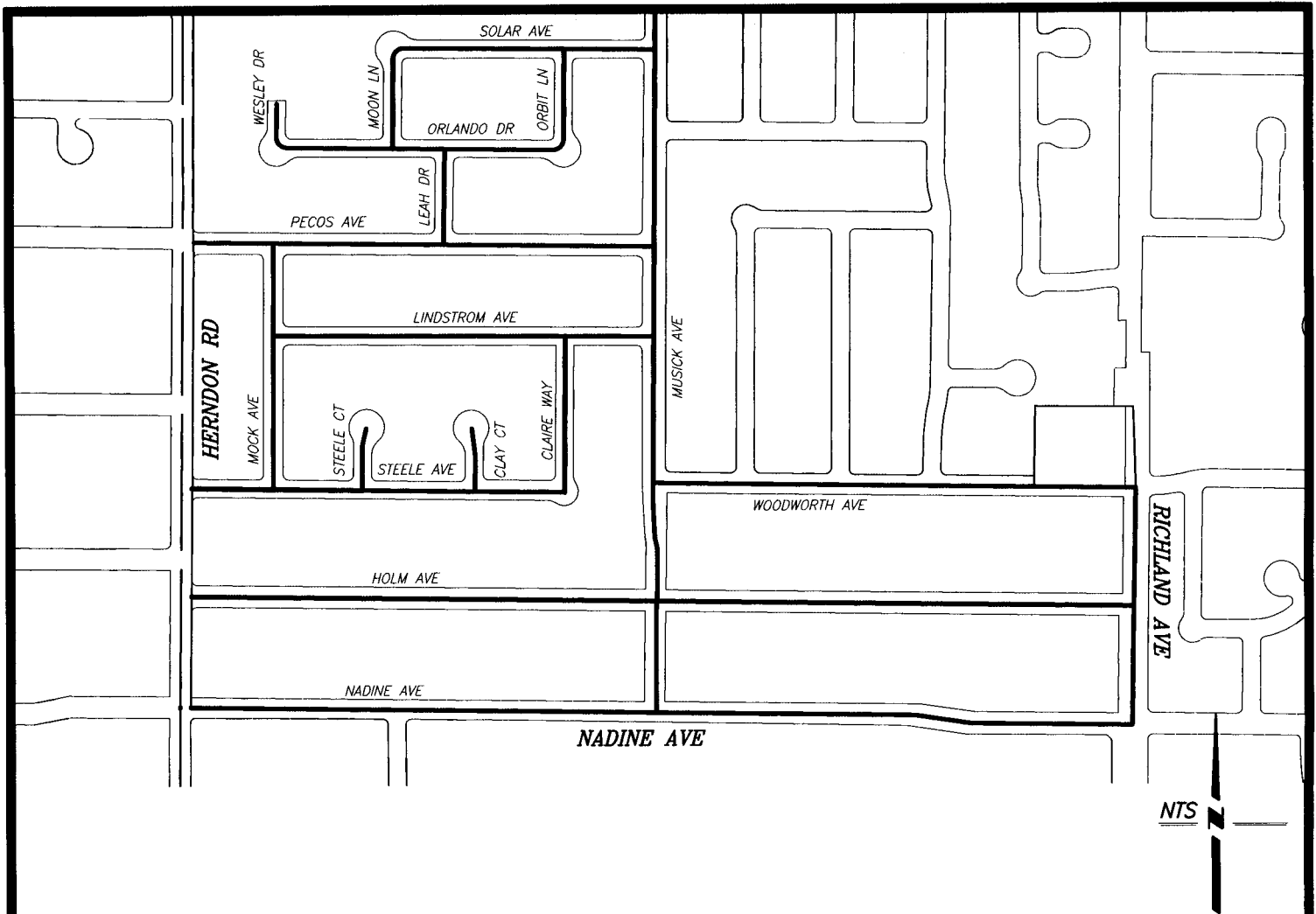
| ROAD NAME | LIMITS | AREA | |
|--------------|---------------------|---------|----|
| ATLANTIC DR | (PEARSON TO MIDWAY) | 37,384 | SF |
| DOVER AVE | (PEARSON TO MIDWAY) | 37,292 | SF |
| WATSON AVE | (PEARSON TO MIDWAY) | 34,028 | SF |
| PARKLAWN AVE | (PEARSON TO MIDWAY) | 48,321 | SF |
| PEARSON AVE | (HATCH TO PARKLAWN) | 31,741 | SF |
| CHURCH AVE | (HATCH TO PARKLAWN) | 31,370 | SF |
| MIDWAY AVE | (MORGAN TO NELSON) | 38,688 | SF |
| NELSON WAY | (MIDWAY TO MORGAN) | 36,344 | SF |
| ATLANTIC DR | (MIDWAY TO NELSON) | 34,064 | SF |
| DOVER AVE | (MIDWAY TO NELSON) | 21,194 | SF |
| TOTAL | | 350,426 | SF |



STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

2009 SLURRY SEAL
 PARKLAWN
 MODESTO, CALIFORNIA

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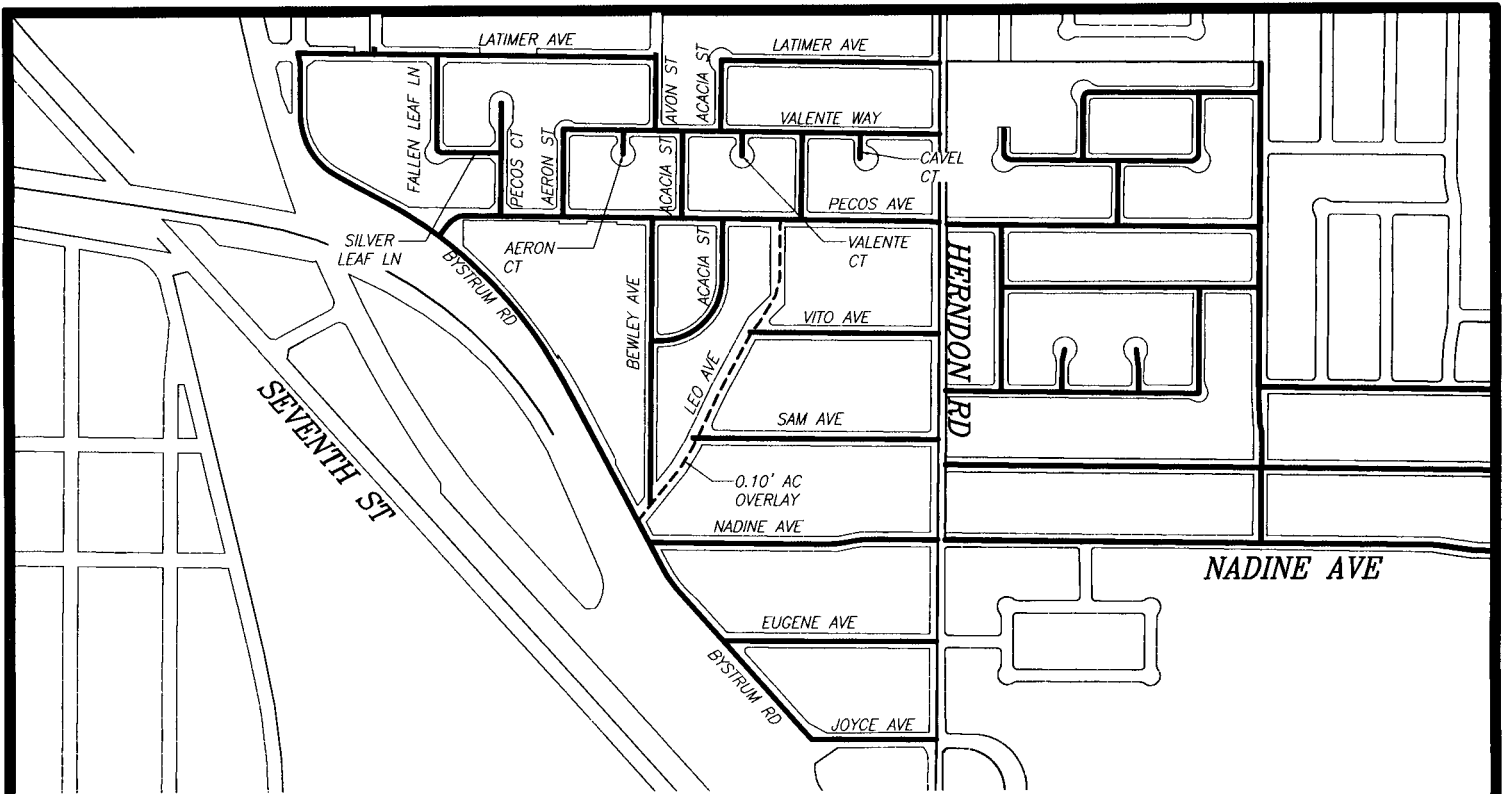
| ROAD NAME | LIMITS | AREA | | WIDTH |
|--------------------|-------------------------------|---------|----|-------|
| WESLEY DR | (ORLANDO TO END) | 5,440 | SF | 33 FT |
| HOLM AVE | (RICHLAND TO HERNDON) | 62,344 | SF | 22 FT |
| SOLAR AVE | (MUSICK TO MOON) | 25,002 | SF | 33 FT |
| ORBIT LN | (SOLAR TO ORLANDO) | 10,298 | SF | 37 FT |
| MOON LN | (SOLAR TO ORLANDO) | 10,188 | SF | 33 FT |
| PECOS AVE | (MUSICK TO HERNDON) | 46,871 | SF | 37 FT |
| LINDSTROM AVE | (MUSICK TO MOCK) | 34,126 | SF | 33 FT |
| STEELE AVE | (HERNDON TO CLARE) | 36,076 | SF | 33 FT |
| CLARE WAY | (LINDSTROM TO STEELE) | 13,894 | SF | 33 FT |
| STEELE CT | (STEELE TO END) | 9,585 | SF | 33 FT |
| CLAY CT | (STEELE TO END) | 9,547 | SF | 33 FT |
| MOCK AVE | (PECOS TO STEELE) | 21,598 | SF | 33 FT |
| MUSICK AVE | (WOODWORTH TO NADINE) | 15,626 | SF | 24 FT |
| WOODWORTH AVE (EB) | (MUSICK TO RICHLAND) | 27,884 | SF | 44 FT |
| NADINE AVE (WB) | (HERNDON TO RICHLAND) | 40,377 | SF | 24 FT |
| MUSICK AVE (SB) | (110' N/O SOLAR TO WOODWORTH) | 24,602 | SF | 37 FT |
| RICHLAND AVE (SB) | (WOODWORTH TO NADINE) | 11,280 | SF | 41 FT |
| LEAH DR | (ORLANDO TO PECOS) | 8,094 | SF | 33 FT |
| ORLANDO DR | (WESLEY TO ORBIT) | 29,022 | SF | 33 FT |
| TOTAL | | 441,854 | SF | |



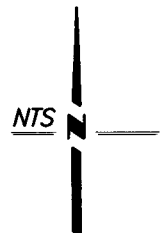
STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

2009 SLURRY SEAL
 NADINE AND RICHLAND
 CERES, CALIFORNIA

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 SHEET: 07 OF 12
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| ROAD NAME | LIMITS | AREA | |
|----------------|---------------------------|---------|----|
| AVON ST | (LATIMER TO VALENTE) | 11,094 | SF |
| VALENTE WAY | (AERON TO HERNDON) | 51,213 | SF |
| ACACIA ST | (VALENTE TO LATIMER) | 10,656 | SF |
| ACACIA ST | (VALENTE TO PECOS) | 11,073 | SF |
| LATIMER | (ACACIA TO HERNDON) | 30,455 | SF |
| LATIMER | (BYSTRUM TO AVON) | 47,626 | SF |
| CAVEL CT | (VALENTE TO END) | 7,600 | SF |
| VALENTE CT | (VALENTE TO END) | 7,071 | SF |
| AERON CT | (VALENTE TO END) | 7,072 | SF |
| FALLEN LEAF LN | (LATIMER TO SILVER LEAF) | 14,419 | SF |
| SILVER LEAF LN | (FALLEN LEAF TO PECOS CT) | 9,976 | SF |
| PECOS CT | (PECOS TO END) | 22,024 | SF |
| AERON ST | (VALENTE TO PECOS) | 12,010 | SF |
| JOYCE AVE | (HERNDON TO BYSTRUM) | 14,356 | SF |
| BYSTRUM RD | (JOYCE TO LATIMER) | 102,628 | SF |
| EUGENE AVE | (HERNDON TO BYSTRUM) | 17,174 | SF |
| NADINE AVE | (HERNDON TO BYSTRUM) | 23,398 | SF |
| LEO AVE | (BYSTRUM TO PECOS) | 19,149 | SF |
| VITO AVE | (LEO TO HERNDON) | 13,832 | SF |
| SAM AVE | (LEO TO HERNDON) | 17,816 | SF |
| BEWLEY AVE | (LEO TO PECOS) | 20,560 | SF |
| ACACIA ST | (BEWLEY TO PECOS) | 14,549 | SF |
| PECOS AVE | (HERNDON TO BYSTRUM) | 54,920 | SF |
| TOTAL | | 540,671 | SF |

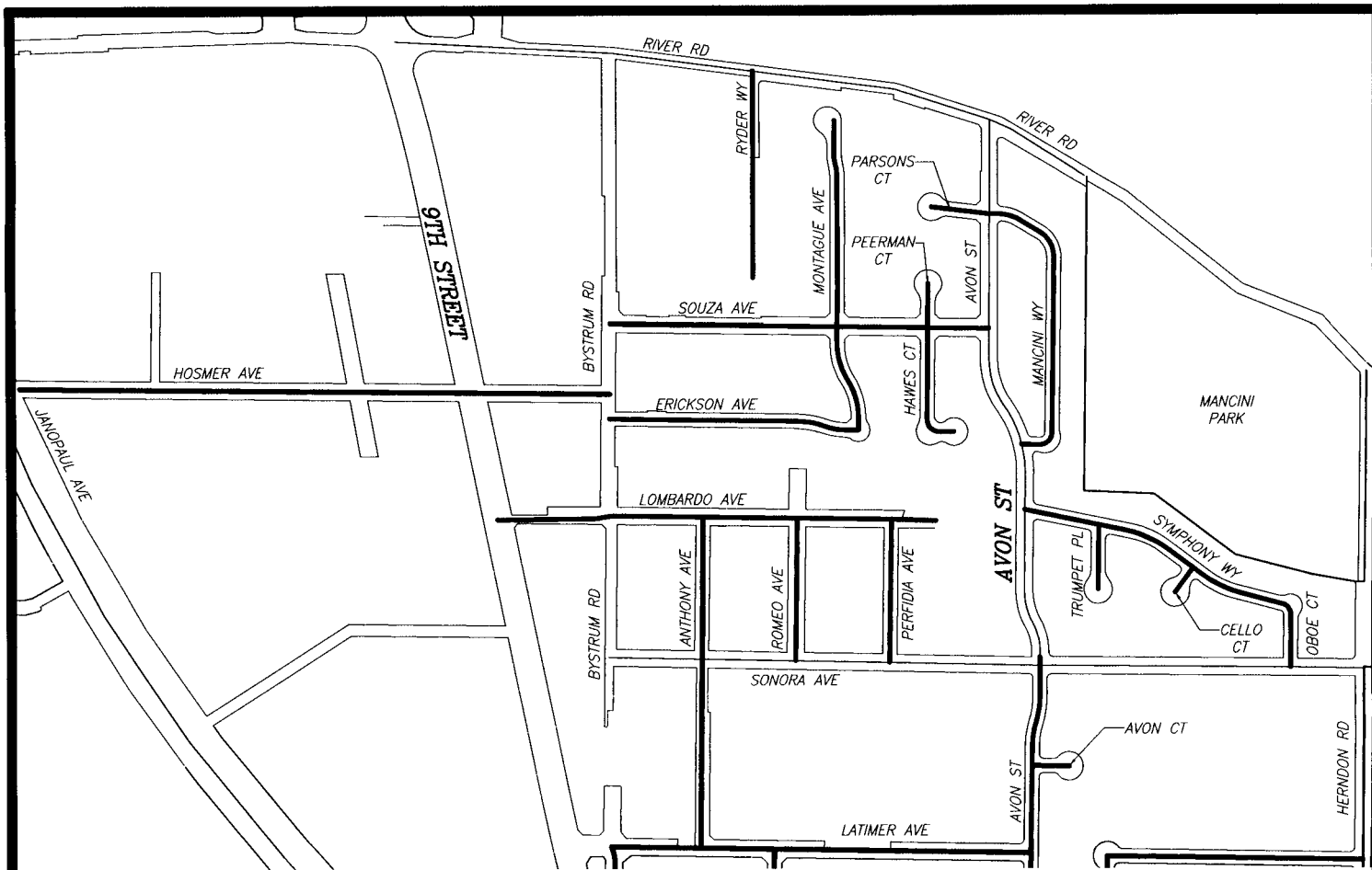


STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

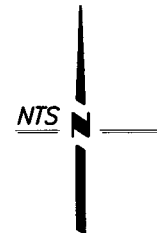
2009 SLURRY SEAL
 WEST HERNDON

CERES, CALIFORNIA

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 SHEET: 08 OF 12
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| ROAD NAME | LIMITS | AREA | | WIDTH |
|--------------|------------------------------|----------------|-----------|-------|
| AVON ST | (LATIMER TO RIVER) | 93,451 | SF | 37 FT |
| LOMBARDO AVE | (9TH TO EAST END) | 41,376 | SF | 27 FT |
| RIVER RD | (9TH STREET TO MANCINI PARK) | 79,689 | SF | 23 FT |
| HOSMER AVE | (JANOPAUL TO BYSTRUM) | 50,281 | SF | 23 FT |
| SONORA AVE | (BYSTRUM TO HERNDON) | 83,207 | SF | 23 FT |
| ANTHONY AVE | (LOMBARDO TO LATIMER) | 25,370 | SF | 23 FT |
| ROMEO AVE | (LOMBARDO TO SONORA) | 12,206 | SF | 26 FT |
| PERFIDIA AVE | (LOMBARDO TO SONORA) | 12,247 | SF | 26 FT |
| ERICKSON AVE | (BYSTRUM TO MONTAGUE) | 20,986 | SF | 20 FT |
| MONTAGUE AVE | (ERICKSON TO END) | 41,089 | SF | 33 FT |
| MANCINI WY | (AVON (N) TO AVON (S)) | 34,258 | SF | 33 FT |
| PARSONS CT | (AVON TO END) | 10,142 | SF | 33 FT |
| SOUZA AVE | (BYSTRUM TO AVON) | 42,356 | SF | 37 FT |
| RYDER WY | (RIVER RD TO END) | 14,156 | SF | 20 FT |
| HAWES CT | (SOUZA TO END) | 20,632 | SF | 33 FT |
| PEERMAN CT | (SOUZA TO END) | 8,428 | SF | 33 FT |
| TRUMPET PL | (SYMPHONY TO END) | 12,505 | SF | 37 FT |
| SYMPHONY WY | (AVON TO OBOE) | 33,563 | SF | 33 FT |
| CELLO CT | (SYMPHONY TO END) | 7,494 | SF | 33 FT |
| OBOE CT | (SYMPHONY TO SONORA) | 7,164 | SF | 33 FT |
| AVON CT | (AVON TO END) | 7,984 | SF | 33 FT |
| TOTAL | | 658,584 | SF | |



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 1716 MORGAN ROAD - MODESTO, CA 95358

2009 SLURRY SEAL
 MANCINI PARK
 CERES, CALIFORNIA

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 DATE: 04/19/10
 SHEET: 09 OF 12
 FILE: 09_MANCINI.DWG



| ROAD NAME | LIMITS | AREA | |
|-----------------|----------------------------------|----------------|-----------|
| COLORADO AVE | (330' S/O SOUTH AV TO SOUTH END) | 87,395 | SF |
| ROUSE AVE | (SUTTER TO 250' E/O COLORADO) | 31,544 | SF |
| GARDEN AVE | (COLORADO TO SUTTER) | 26,224 | SF |
| LEON AVE | (SOUTH AV TO ROUSE) | 26,643 | SF |
| LEON AVE | (NORTH END TO AVALON) | 23,327 | SF |
| AVALON AVE | (COLORADO TO SUTTER) | 26,233 | SF |
| FAUSTINA AVE | (COLORADO TO SUTTER) | 26,187 | SF |
| PELTON AVE | (COLORADO TO SUTTER) | 26,195 | SF |
| FIGARO AVE | (COLORADO TO 260' E/O SUTTER) | 20,957 | SF |
| SUTTER AVE (NB) | (ROBERTSON TO 260' S/O FIGARO) | 21,461 | SF |
| SUTTER AVE (NB) | (260' N/O FIGARO TO SOUTH AVE) | 30,943 | SF |
| S ALTURAS AVE | (ROUSE TO ELSIE) | 13,502 | SF |
| ELSIE ST | (SUTTER TO ALTURAS) | 5,894 | SF |
| TOTAL | | 366,505 | SF |



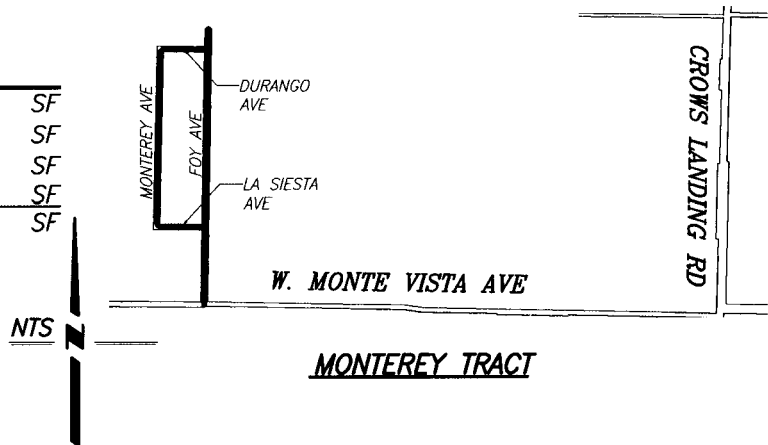
STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

2009 SLURRY SEAL
 ROUSE ROAD
 MODESTO, CALIFORNIA

DRAWN BY: AJM
 DATE: 04/19/10
 SHEET: 12 OF 12
 FILE: 12_ROUSE.DWG

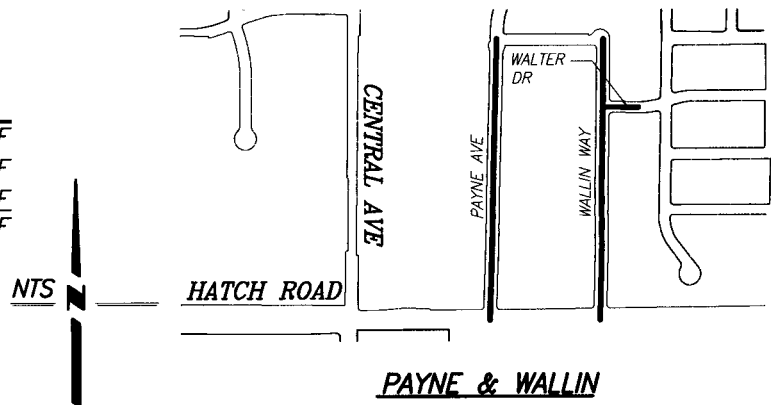
BID ALTERNATE "D"

| ROAD NAME | LIMITS | AREA | |
|---------------|--------------------------|--------|----|
| LA SIESTA AVE | (MONTEREY TO FOY) | 8,737 | SF |
| DURANGO AVE | (MONTEREY TO FOY) | 8,600 | SF |
| MONTEREY AVE | (LA SIESTA TO DURANGO) | 31,354 | SF |
| FOY AVE | (DURANGO TO MONTE VISTA) | 49,218 | SF |
| TOTAL | | 97,909 | SF |



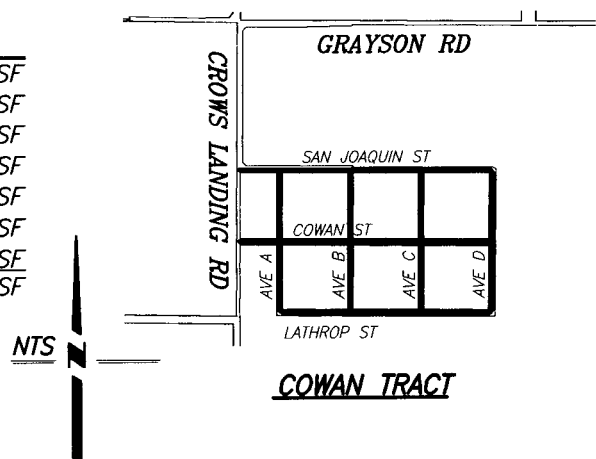
BID ALTERNATE "E"

| ROAD NAME | LIMITS | AREA | |
|------------|---------------------|--------|----|
| PAYNE AVE | (HATCH TO LEHI) | 45,638 | SF |
| WALLIN WAY | (HATCH TO LEHI) | 45,398 | SF |
| WALTER DR | (WALLIN TO END (E)) | 5,605 | SF |
| TOTAL | | 96,641 | SF |



BID ALTERNATE "C"

| ROAD NAME | LIMITS | AREA | |
|----------------|--------------------------|---------|----|
| SAN JOAQUIN ST | (CROWS LANDING TO AVE D) | 45,267 | SF |
| LATHROP ST | (AVE A TO AVE D) | 37,847 | SF |
| COWAN ST | (CROWS LANDING AVE D) | 45,563 | SF |
| AVE A | (SAN JOAQUIN TO LATHROP) | 25,897 | SF |
| AVE B | (SAN JOAQUIN TO LATHROP) | 26,300 | SF |
| AVE C | (SAN JOAQUIN TO LATHROP) | 26,347 | SF |
| AVE D | (SAN JOAQUIN TO LATHROP) | 25,306 | SF |
| TOTAL | | 232,527 | SF |



STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

2009 SLURRY SEAL
 MONTEREY, COWAN, EAST CERES
 STANISLAUS COUNTY, CALIFORNIA

DRAWN BY: AJM
 DATE: 04/19/10
 SHEET: 11 OF 12
 FILE: 11_MONTEREY.DWG

COUNTY OF STANISLAUS

AGREEMENT

THIS AGREEMENT, dated this 3rd day of August, 2010, by and between CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC., whose place of business is located at 9390 Elder Creek Road, Sacramento, California 95829 ("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 3rd day of August, 2010 awarded to Contractor the following Contract:

**Contract Number 2010-4
2009 Slurry Seal Project**

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. Public Works 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 Forty-Five (45) 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 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 Mgr.
1716 Morgan Road
Modesto, CA 95358
Phone: (209) 525-4157
Fax: (209) 525-4141

If to Contractor:

California Pavement Maintenance Company, Inc.
9390 Elder Creek Rd.
Sacramento, CA 95829
Phone: (916) 381-8033
Fax: (916) 381-3703

(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

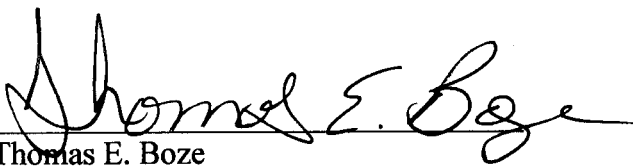
**CALIFORNIA PAVEMENT MAINTENANCE
COMPANY, INC.**

By: _____
Matt Machado, Director
Public Works Department

By: _____

Approved: BOS Resolution # _____
Dated: _____

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

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

COPY**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 BID SHEET
FOR
2009 SLURRY SEAL PROJECT**

BASE BID

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|---------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 3,000 | \$ 3,000 |
| 2 | Mobilization | 1 | LS | 10,585 | \$ 10,585 |
| 3 | Traffic Control System | 1 | LS | 54,250 | \$ 54,250 |
| 4 | Slurry Seal | 3,462 | TON | 127.15 | \$ 440,193. ³⁰ |
| 5 | Portable Changeable Message Sign ¹ | 4 | EA | 1,500 | \$ 6,000 |
| 6 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 42,000 | \$ 42,000 |
| 7 | Thermoplastic Pavement Markings | 16,887 | SF | 2.99 | \$ 50,492.13 |
| 8 | Thermoplastic Striping (Sprayable) Det. 5 | 15,633 | LF | .32 | \$ 5,002.56 |
| 9 | Thermoplastic Striping (Sprayable) Det. 21 | 37,491 | LF | 1.05 | \$ 39,365.55 |
| 10 | Lead Compliance Plan ² | 1 | LS | 2,625 | \$ 2,625. |
| | | | | Total | 653,513. ⁵⁴ |

BID ALTERNATE "A"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (3.07 Miles) | 1 | LS | 4,955 | \$ 4,955 |
| 4 | Slurry Seal | 449 | TON | 151 | \$ 67,799 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 1,551.50 | \$ 1,551.50 |
| 6 | Thermoplastic Pavement Markings | 901 | SF | 3.05 | \$ 2,748.05 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0.00 | \$ 0.00 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 3,178 | LF | 1.07 | \$ 3,400.46 |
| | | | | Total | 81,989.01 |

¹The bid price for "Portable Changeable Message Sign" shall cover roads that are part of Base Bid and roads that are part of any selected Bid Alternates.

²The bid price for "Lead Compliance Plan" shall cover roads that are part of Base Bid and roads that are part of any selected Bid Alternates.

COPY

BID ALTERNATE "B"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1035 | \$ 1035 |
| 3 | Traffic Control System (1.35 Miles) | 1 | LS | 3,820 | \$ 3,820 |
| 4 | Slurry Seal | 160 | TON | 198 | \$ 31,680.00 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 1,498 | \$ 1,498.00 |
| 6 | Thermoplastic Pavement Markings | 676 | SF | 3.05 | \$ 2,061.80 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0.00 | \$ 0 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 3,357 | LF | 1.07 | \$ 3,591.99 |
| | | | | Total | 44,186.79 |

BID ALTERNATE "C"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (2.18 Miles) | 1 | LS | 3,159.50 | \$ 3,159.50 |
| 4 | Slurry Seal | 178 | TON | 192 | \$ 34,176 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 909.50 | \$ 909.50 |
| 6 | Thermoplastic Pavement Markings | 722 | SF | 3.05 | \$ 2,202.10 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0 | \$ 0 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 0 | LF | 0 | \$ 0 |
| | | | | Total | 41,982.10 |

BID ALTERNATE "D"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (0.92 Miles) | 1 | LS | 2,970 | \$ 2,970 |
| 4 | Slurry Seal | 75 | TON | 305 | \$ 22,875 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 535 | \$ 535 |
| 6 | Thermoplastic Pavement Markings | 136 | SF | 3.05 | \$ 414.80 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 4,875 | LF | .321 | \$ 1,564.88 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 0 | LF | 0 | \$ 0 |
| | | | | Total | 29,824.68 |

COPY

BID ALTERNATE "E"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (0.52 Miles) | 1 | LS | 1,467.50 | \$ 1,467.50 |
| 4 | Slurry Seal | 74 | TON | 212 | \$ 15,688 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 107 | \$ 107 |
| 6 | Thermoplastic Pavement Markings | 102 | SF | 3.05 | \$ 311.10 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0 | \$ 0 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 0 | LF | 0 | \$ 0 |
| | | | | Total | 19,108.60 |

(SIGNED)  Date: 7/21/10

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.

**MIKE MARCHINI
VICE PRESIDENT**

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

TRANSMITTAL

Date: September 1, 2010
To: Suzi Seibert, Assistant Clerk of the Board
Re: August 3, 2010 - Item *C-2
Agreement with California Pavement Maintenance Company
From: Linda Allsop, Morgan Road
209-525-4157

2010 SEP - 8 | P | 12: 38,

BOARD OF SUPERVISORS

Hi Suzi:

I have attached the following:

- Agreement with California Pavement Maintenance Company
- Bid results as read
- All submitted bids

Have a good day!

COUNTY OF STANISLAUS

AGREEMENT

THIS AGREEMENT, dated this 3rd day of August, 2010, by and between CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC., whose place of business is located at 9390 Elder Creek Road, Sacramento, California 95829 ("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. 2010-505 adopted on the 3rd day of August, 2010 awarded to Contractor the following Contract:

**Contract Number 2010-4
2009 Slurry Seal Project**

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. Public Works 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 Forty-Five (45) 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.

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- 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.

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

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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 Mgr.
1716 Morgan Road
Modesto, CA 95358
Phone: (209) 525-4157
Fax: (209) 525-4141

If to Contractor:


California Pavement Maintenance Company, Inc.
9390 Elder Creek Rd.
Sacramento, CA 95829
Phone: (916) 381-8033
Fax: (916) 381-3703

(SIGNATURES NEXT PAGE)

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

COUNTY OF STANISLAUS

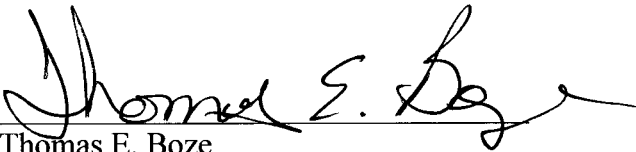
**CALIFORNIA PAVEMENT MAINTENANCE
COMPANY, INC.**

By: 
Matt Machado, Director
Public Works Department

By: 
**BRUCE TAYLOR
VICE PRESIDENT**

Approved: BOS Resolution # 2010-505
Dated: August 3, 2010

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

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

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 BID SHEET FOR 2009 SLURRY SEAL PROJECT

BASE BID

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|---------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 3,000 | \$ 3,000 |
| 2 | Mobilization | 1 | LS | 10,585 | \$ 10,585 |
| 3 | Traffic Control System | 1 | LS | 54,250 | \$ 54,250 |
| 4 | Slurry Seal | 3,462 | TON | 127.15 | \$ 440,193. ³⁰ |
| 5 | Portable Changeable Message Sign ¹ | 4 | EA | 1,500 | \$ 6,000 |
| 6 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 42,000 | \$ 42,000 |
| 7 | Thermoplastic Pavement Markings | 16,887 | SF | 2.99 | \$ 50,492.13 |
| 8 | Thermoplastic Striping (Sprayable) Det. 5 | 15,633 | LF | .32 | \$ 5,002.56 |
| 9 | Thermoplastic Striping (Sprayable) Det. 21 | 37,491 | LF | 1.05 | \$ 39,365.55 |
| 10 | Lead Compliance Plan ² | 1 | LS | 2,625 | \$ 2,625. |
| | | | | Total | 653,513. ⁵⁴ |

BID ALTERNATE "A"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (3.07 Miles) | 1 | LS | 4,955 | \$ 4,955 |
| 4 | Slurry Seal | 449 | TON | 151 | \$ 67,799 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 1,551.50 | \$ 1,551.50 |
| 6 | Thermoplastic Pavement Markings | 901 | SF | 3.05 | \$ 2,748.05 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0.00 | \$ 0.00 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 3,178 | LF | 1.07 | \$ 3,400.46 |
| | | | | Total | 81,989.01 |

¹The bid price for "Portable Changeable Message Sign" shall cover roads that are part of Base Bid and roads that are part of any selected Bid Alternates.

²The bid price for "Lead Compliance Plan" shall cover roads that are part of Base Bid and roads that are part of any selected Bid Alternates.

BID ALTERNATE "B"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1035 | \$ 1035 |
| 3 | Traffic Control System (1.35 Miles) | 1 | LS | 3,820 | \$ 3,820 |
| 4 | Slurry Seal | 160 | TON | 198 | \$ 31,680.00 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 1,498 | \$ 1,498.00 |
| 6 | Thermoplastic Pavement Markings | 676 | SF | 3.05 | \$ 2,061.80 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0.00 | \$ 0 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 3,357 | LF | 1.07 | \$ 3,591.99 |
| | | | | Total | 44,186.79 |

BID ALTERNATE "C"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (2.18 Miles) | 1 | LS | 3,159.50 | \$ 3,159.50 |
| 4 | Slurry Seal | 178 | TON | 192 | \$ 34,176 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 909.50 | \$ 909.50 |
| 6 | Thermoplastic Pavement Markings | 722 | SF | 3.05 | \$ 2,202.10 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0 | \$ 0 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 0 | LF | 0 | \$ 0 |
| | | | | Total | 41,982.10 |

BID ALTERNATE "D"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (0.92 Miles) | 1 | LS | 2,970 | \$ 2,970 |
| 4 | Slurry Seal | 75 | TON | 305 | \$ 22,875 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 535 | \$ 535 |
| 6 | Thermoplastic Pavement Markings | 136 | SF | 3.05 | \$ 414.80 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 4,875 | LF | .321 | \$ 1,564.88 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 0 | LF | 0 | \$ 0 |
| | | | | Total | 29,894.68 |

BID ALTERNATE "E"

| Item No. | Item | Estimated Quantity | Unit of Measure | Unit Price (In Figures) | Item Total (In Figures) |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|
| 1 | Water Pollution Control (WPC), (SWPPP) | 1 | LS | 500 | \$ 500 |
| 2 | Mobilization | 1 | LS | 1,035 | \$ 1,035 |
| 3 | Traffic Control System (0.52 Miles) | 1 | LS | 1,467.50 | \$ 1,467.50 |
| 4 | Slurry Seal | 74 | TON | 212 | \$ 15,688 |
| 5 | Remove Thermoplastic Pavement Stripes and Markings | 1 | LS | 107 | \$ 107 |
| 6 | Thermoplastic Pavement Markings | 102 | SF | 3.05 | \$ 311.10 |
| 7 | Thermoplastic Striping (Sprayable) Det. 5 | 0 | LF | 0 | \$ 0 |
| 8 | Thermoplastic Striping (Sprayable) Det. 21 | 0 | LF | 0 | \$ 0 |
| | | | | Total | 19,108.60 |

(SIGNED)  Date: 7/21/10

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.

**MIKE MARCHINI
VICE PRESIDENT**

STANISLAUS COUNTY PUBLIC WORKS

2009 SLURRY SEAL RPROJECT

Bid Opening: July 21, 2010

AS READ

| No. | Contractor | Address | Base Bid |
|-----|---------------------------------|--|--------------|
| 1 | Valley Slurry Seal Company | P.O. Box 981330 West Sacramento, CA 95798 | \$757,707.00 |
| 2 | Bond Blacktop, Inc. | P.O. Box 616 Union City, CA 94587 | \$674,704.89 |
| 3 | CPM Company, Inc. | 9390 Elder Creek Rd. Sacramento, CA | \$653,513.54 |
| 4 | Intermountain Slurry Seal, Inc. | P.O. Box 50085 Watsonville, CA 95077 | \$694,766.26 |
| 5 | Graham Contractors, Inc. | P.O. Box 26770 San Jose, CA 95159 | \$848,955.11 |