

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

DEPT: Public Works *MA*

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE July 12, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award the Construction Contract for the 2011 Slurry Seal to Bond Blacktop, Inc., of Union City, California

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$444,563 to Bond Blacktop, Inc., of Union City, California for the construction of the 2011 Slurry Seal, subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with Bond Blacktop, Inc. for \$444,563 and to sign necessary documents.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$544,568.60 (\$444,563.00 contract; \$11,093.00 materials testing; \$44,456.30 construction engineering which includes quality assurance and inspection; and \$44,456.30 contract change orders and contingencies). The project will be 100% funded with Proposition 1B road funds available in the Fiscal Year 2011-2012 Road Projects' budget.

BOARD ACTION AS FOLLOWS:

No. 2011-422

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X 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 2011 Slurry Seal to Bond Blacktop, Inc., of Union City, California

3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.
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 2011 Slurry Seal Project will slurry seal approximately 11 miles of various County roads in the following county areas:

- Sylvan Avenue and Coffee Road Area
- Nadine Avenue and Richland Avenue Area
- West Herndon Road Area
- Mancini Park Area
- Hickman Road Area
- Cowan Tract Area
- Sutter Avenue
- Del Rio Area
- Paradise Area

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

The contract will include base bid work and bid alternate work. The bid alternate work consists of placing asphalt pavement (AC) overlay of varying thickness on Joyce Avenue section from Bystrum Road to Herndon Road. To minimize traffic delays, the work on Joyce Road will be performed at night and will require the closure of Highway 99 northbound West Hatch Road off-ramp for two nights. The appropriate encroachment permit has already been secured from Caltrans.

On April 26, 2011, the Board of Supervisors approved and adopted the plans and specifications for the 2011 Slurry Seal and directed Public Works staff to publish the notice inviting bids.

Approval to Award the Construction Contract for the 2011 Slurry Seal to Bond Blacktop, Inc., of Union City, California

On June 1, 2011, five (5) sealed bids were received, publicly opened and read. The base bid results are as follows:

<u>BIDDER</u>	<u>BASE BID</u>
Bond Blacktop, Inc.	\$397,930.00
CPM Company, Inc.	\$424,037.26
Valley Slurry Seal Company	\$454,830.00
Intermountain Slurry Seal, Inc.	\$469,800.00
Graham Contractors, Inc.	\$606,611.60

The engineer's estimate for the project is \$596,225. Bond Blacktop, Inc. is the lowest bidder with a base bid of \$397,930. Based on the bid results and the lowest bid amount, sufficient funds are available to include a bid alternate for an additional \$46,633 to rehabilitate Joyce Avenue. The Department of Public Works recommends that the Board of Supervisors award the contract to the lowest bidder, Bond Blacktop, Inc., in the amount of \$444,563 contingent on the receipt of appropriate insurance and bonds.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving traffic safety and flow in this area of Stanislaus County.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: 209-525-4130.

DB:lc

L:\ROADS\9217 - 2011_Slurry Seal\Design\Board Item\02_Award Bond Blacktop, Inc._WORK IN PROGRESS_BOS 7.12.11

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type	* List - Text	Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	PW SKA
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	JV100120
Journal Description	Text	Set up budget for 2011 Slurry Seal Project 9217
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue	decr appropriations incr est revenue	Upper case MMM-YY	Text		
4	7	5	7	6	6	5		(format > number > general)		List - Text	Text		
Ⓜ	1102	0040310	27600	0000000	000000	000000	000000	544568.6				JUL-11	
Ⓜ	1102	0040310	27600	0009217	000000	000000	000000		544568.6			JUL-11	
Ⓜ	1102	0040310	63280	0009217	000000	000000	000000	544568.6				JUL-11	
Ⓜ	1102	0040310	63280	0000000	000000	000000	000000		544568.6			JUL-11	

Totals: 1089137.2 1089137.2

Explanation: Award contract and set up budget

<p>Requesting Department: <i>Sub</i></p> <p>Sharon Andrews Signature <i>[Signature]</i></p> <p>_____ Date</p>	<p style="text-align: center;">CEO</p> <p>_____ Signature</p> <p>_____ Date</p>	<p style="text-align: center;">Data Entry</p> <p>_____ Keyed by</p> <p>_____ Date</p>	<p style="text-align: center;">Auditors Office Only</p> <p>_____ Prepared By</p> <p>_____ Date</p> <p style="text-align: right;"><i>[Signature]</i> Approved By</p> <p>_____ Date</p>
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2011 SLURRY SEAL

Engineers Estimate
28-Jun-11

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST	ITEM TOTAL
1	Water Pollution Control (WPC), (SWPPP)	1	LS	\$5,000	\$5,000
2	Mobilization	1	LS	\$20,000	\$20,000
3	Traffic Control System	1	LS	\$80,000	\$80,000
4	Slurry Seal	2,261	TON	\$160	\$361,766
5	Cold Plane AC - "Joyce Avenue"	18,400	SF	\$2	\$36,800
6	Asphalt Concrete (Type A) - Joyce Avenue 3" Overlay	345	TON	\$75	\$25,875
7	Replace Traffic Loops at Intersection of Joyce & Herndon	1	LS	\$10,000	\$10,000
8	Portable Changeable Message Sign	4	EA	\$2,000	\$8,000
9	Remove Thermoplastic Pavement Stripes and Markings	1	LS	\$12,000	\$12,000
10	Thermoplastic Pavement Markings	2,962	SF	\$5.00	\$14,808
11	Thermoplastic Striping Det. 5	2,820	LF	\$0.80	\$2,256
12	Thermoplastic Striping Det. 21	14,896	LF	\$1.00	\$14,896
13	Thermoplastic Striping Det. 27B	1,273	LF	\$0.80	\$1,018
14	Thermoplastic Striping Det. 23	90	LF	\$5.00	\$450
15	Thermoplastic Striping Det. 38C	50	LF	\$5.00	\$250
16	Thermoplastic Striping Det. 39	553	LF	\$2.00	\$1,106
17	Lead Compliance Plan	1	LS	\$2,000.00	\$2,000
SUB-TOTAL:					\$596,225
CE (10%):					\$59,622
CONTINGENCIES (10%):					\$59,622
MATERIALS TESTING:					\$17,000
TOTAL BASE BID PROJECT COSTS:					\$732,470

The above Engineer's Estimate reflects construction items for "Base Bid" only.

2011 JUN 30 A 10:57
CHIEF EXECUTIVE OFFICE

2011 SLURRY SEAL

ROAD	FROM	TO
4th St	Montpelier	I St
6th St	Hickman Rd	Montipelier
Acacia St	Bewley	Pecos
Ave A	San Joaquin	Cowan
Ave B	San Joaquin	Cowan
Ave C	San Joaquin	Cowan
Bartley Ct	Bartley	End
Bartley Ln	Fallon	Fairington
Bewley Ave	Leo	Pecos
Bonnevier Ct	Thorsen	North End
Bonnevier Ct	Thorsen	South End
Boyce Ln	Sylvan	Alley S/O Fallon
Carolina Ct	Thunderbird Dr	End
Claire Ave	Lindstrom	Steele
Clay Ct	Steele	End
Colin Ln	Growdon	Triplett
Colin Ln	Keller	Mcgerry
Couchman Ln	Keller	Mcgerry
Country Club Dr	Tully	St. John
Country Club Dr	Tully	Hillcrest
Cowan St	Crowslanding	Ave C
Cranford Ln	Fallon	Fairington
Davis St	Hickman Rd	West End
Del Rio Dr	Country Club Dr	Tamarisk Dr
Elder Ln	Boyce	Selby
Elma St	Davis	6th St
Erickson Ave	Bystrum	Montague
Essex Ln	Selby	160' East
Eugene	Herndon	Bystrum
Fallon Ln	Boyce	Selby
Farrington Ln	140' E/O Boyce	Selby
Growden St	Alley N/O Laurie	Colin

2011 SLURRY SEAL

ROAD	FROM	TO
Hawes Ct	Souza	End
Hillcrest DR	End	Rockhaven
Holm Ave	Richland	Herndon
Hosmer Ave	Janopaul	Bystrum
I St	Lake Rd	4th St
Joyce Ave	Herndon	Bystrum
Joyce Ave	Herndon	Bystrum
Keller St	Alley N/O Couchman	Alley S/O Colin
Kim Ct	Kim St	South End
Kim St	Hickman Rd	Lorenzo St
Laurie Ln	Growdon	Triplett
Leah Dr	Orlando	Pecos
Leo Ave	Sam	Bystrum
Lindstrom	Musick	Mock
Lorenzo Ct	Lorenzo St	West End
Lorenzo St	North End	South End
Lynn Ave	Waverly Dr	End
Mancini Wy	Avon (N)	Avon (S)
Mcgerry St	Alley N/O Couchman	Colin
Mock Ave	Pecos	Steele
Montague Ave	Erickson	End
Moon Ln	Solar	Orlando
Musick Ave	Woodworth	Nadine
Musick Ave (Sb)	110' N/O Solar	Woodworth
Nadine (Wb)	Herndon	Richland
Nadine Ave	Herndon	Bystrum
Oakmont Dr	Tamarisk Dr	Country Club Dr
Orbit Ln	Solar	Orlando
Orlando Dr	Wesley	Orbit
Parsons Ct	Avon	End
Pecos Ave	Musick	Herndon
Peerman Ct	Souza	End
Richland Ave (Sb)	Woodworth	Nadine
River Oaks	Hillcrest	Carver RD

2011 SLURRY SEAL

ROAD	FROM	TO
River Rd	9TH	Mancini Park
Rockhaven	Hillcrest	Carver RD
Ryder Wy	River	End
Sam Ave	Leo	Herndon
San Joaquin St	Crowslanding	Ave D
Selby Ln	Sylvan	Fallon
Solar Ave	Musick	Moon
Souza Ave	Bystrum	Avon
Steele Ave	Herndon	Claire
Steele Ct	Steele	End
Sutter Ave (Nb)	260' N/O Figaro	260' N/O Rouse
Swalls Ln	Waverly Dr	End
Tamarisk Dr	Del Rio Dr	Oakmont Dr
Thorsen Ave	140' E/O Coffee	Mcgerry
Thunderbird	Carver	Del Rio Dr
Triplett St	Laurie	Alley S/O Colin
Tully Rd	Country Club Dr	Country Club Dr
Vito	Leo	Herndon
Wesley Dr	Orlando	End
Woodworth Ave (Eb)	Musick	Richland



Department of Public Works
CONSTRUCTION DIVISION
1716 Morgan Road
Modesto CA 95358
(209) 525-4157 - Office
(209) 525-4141 - Fax

LETTER OF TRANSMITTAL

TO: Suzi Seibert, Deputy Clerk Board of Supervisors	FROM: Linda Allsop, Contracts Administrator
DATE: August 22, 2011	PHONE: 209-525-4157 E-MAIL: allsopl@stancounty.com
RE: Attachment for Board Item *C-3- July 12, 2011 Agreement with Bond Blacktop, Inc. for the 2011 Slurry Seal Project	

Hi Suzi,

- For your files:
- Signed agreement
 - Submitted bids
 - Bid results

BOARD OF SUPERVISORS
2011 AUG 22 P 4 261

Stanislaus County Public Works Department

2011 Slurry Seal

Bid Opening: June 1, 2011

AS-READ BID RESULTS

Engineers's Estimate: \$596,225

Bidder 2 - APPARENT LOW BIDDER

Bond Blacktop, Inc.	2828 Faber Street Union City, CA 94587	\$397,930.00
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SUBCONTRACTORS	Address	Description of Work
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Garrett Thompson Co.	Modesto, CA	Paving
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Chrisp Co.	Stockton, CA	Striping
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Bidder 3	CPM Company, Inc. 9390 Elder Creek Rd. Sacramento, CA 95829	\$424,037.26
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Bidder 5	Valley Slurry Seal Company 3785 Channel Dr. W. Sacramento, CA 95691	\$454,830.00
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Bidder 4	Intermountain Slurry Seal, Inc. 585 West Beach Street Watsonville, CA 95076	\$469,800.00
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Bidder 1	Graham Contractors, Inc. 860 Lonus Street San Jose, CA 95126	\$606,611.60
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2011 AUG 22 P 5 261

COUNTY OF STANISLAUS

AGREEMENT

THIS AGREEMENT, dated this 12th day of July, 2011, by and between BOND BLACKTOP, INC. whose place of business is located at 2828 Faber Street, Union City, CA 94587 ("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. 2011-422 adopted on the 12th day of July, 2011 awarded to Contractor the following Contract:

**CONTRACT NUMBER 9217
2011 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 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 Thirty (30) 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, Manager
Construction Department
1716 Morgan Road
Modesto, CA 95358
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Contractor:

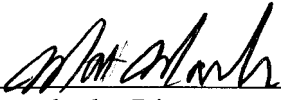
Bond Blacktop, Inc.
Attn: Edward Dillon, President
P.O. Box 616
Union City, Ca 94587
Phone: (510) 441-9981
Fax: (510) 441-9982

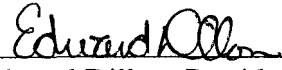
(SIGNATURES NEXT PAGE)

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

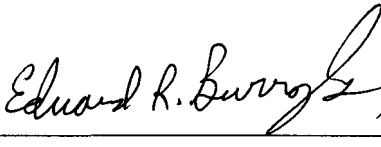
COUNTY OF STANISLAUS

BOND BLACKTOP, INC.

By: 
Matt Machado, Director
Public Works Department

By: 
Edward Dillon, President

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

By:  , Assistant County Counsel
Thomas E. Boze

for Deputy County Counsel

END OF AGREEMENT

CONTRACTOR'S BID SHEET
FOR
2011 Slurry Seal

BASE BID

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	1,200 ⁰⁰ / _{XX}	1,200 ⁰⁰ / _{XX}
2	Water Pollution Prevention	1	LS	1,500 ⁰⁰ / _{XX}	1,500 ⁰⁰ / _{XX}
3	Traffic Control System	1	LS	2,000 ⁰⁰ / _{XX}	2,000 ⁰⁰ / _{XX}
4	Slurry Seal	2,262	TON	140 ⁰⁰ / _{XX}	316,680 ⁰⁰ / _{XX}
5	Portable Changeable Message Sign	4	EA	1,500 ⁰⁰ / _{XX}	6,000 ⁰⁰ / _{XX}
6	Remove Thermoplastic Pavement Stripes and Markings	1	LS	19,766 ⁰⁰ / _{XX}	19,766 ⁰⁰ / _{XX}
7	Thermoplastic Pavement Markings	6,196	SF	4.50	27,882 ⁰⁰ / _{XX}
8	Thermoplastic Striping Detail 5	2,820	LF	.50	1,410 ⁰⁰ / _{XX}
9	Thermoplastic Striping Detail 21	14,496	LF	1.20	17,395.20
10	Thermoplastic Striping Detail 27B	1,273	LF	.60	763.80
11	Thermoplastic Striping Detail 23	90	LF	2.00	180 ⁰⁰ / _{XX}
12	Thermoplastic Striping Detail 38C	50	LF	2.00	100 ⁰⁰ / _{XX}
13	Thermoplastic Striping Detail 39	553	LF	1.00	553 ⁰⁰ / _{XX}
14	Lead Compliance Plan	1	LS	2,500 ⁰⁰ / _{XX}	2,500 ⁰⁰ / _{XX}

TOTAL 397,930 ⁰⁰/_{XX}

BID ALTERNATE No. 1, JOYCE AVE., HERNDON ROAD TO HWY 99

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	500 ⁰⁰ / _{xx}	500 ⁰⁰ / _{xx}
2	Water Pollution Prevention	1	LS	500 ⁰⁰ / _{xx}	500 ⁰⁰ / _{xx}
3	Traffic Control System	1	LS	3,900 ⁰⁰ / _{xx}	3,900 ⁰⁰ / _{xx}
4	Cold Plane Asphalt Concrete	8,600	SF	1.00	8,600 ⁰⁰ / _{xx}
5	½ inch Medium Asphalt Concrete	231	TONS	107 ⁰⁰ / _{xx}	24,717 ⁰⁰ / _{xx}
6	Portable Changeable Message Sign	2	EA	2,800 ⁰⁰ / _{xx}	5,600 ⁰⁰ / _{xx}
7	Type E Traffic Loop	1	EA	2,000 ⁰⁰ / _{xx}	2,000 ⁰⁰ / _{xx}
8	Thermoplastic Striping Detail 22	424	LF	1.50	636 ⁰⁰ / _{xx}
9	Thermoplastic Pavement Markings	40	SF	4.50	180 ⁰⁰ / _{xx}

TOTAL 46,633⁰⁰/_{xx}

(SIGNED) Edward Allen

Date: 06/01/11

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.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART III - PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

2011 Slurry Seal

NAME OF BIDDER: Bond Blacktop, Inc.

BUSINESS P.O. BOX: P.O. Box 616

CITY, STATE, ZIP: Union City, CA 94587

BUSINESS STREET ADDRESS: 2828 Faber Street
(Please include even if P.O. Box used)

CITY, STATE, ZIP: Union City, CA 94587

TELEPHONE NO: (510) 441-9981
Area Code

FAX NO: (510) 441-9982
Area Code

CONTRACTOR LICENSE NO.: _____

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 April 26, 2011, and are entitled:

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR**

2011 Slurry Seal

&

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR**

2011 Slurry 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 sum required by 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. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractors 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
- W-9 Form

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
2011 Slurry Seal

BASE BID

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	1,200 ⁰⁰ / _{xx}	1,200 ⁰⁰ / _{xx}
2	Water Pollution Prevention	1	LS	1,500 ⁰⁰ / _{xx}	1,500 ⁰⁰ / _{xx}
3	Traffic Control System	1	LS	2,000 ⁰⁰ / _{xx}	2,000 ⁰⁰ / _{xx}
4	Slurry Seal	2,262	TON	140 ⁰⁰ / _{xx}	316,680 ⁰⁰ / _{xx}
5	Portable Changeable Message Sign	4	EA	1,500 ⁰⁰ / _{xx}	6,000 ⁰⁰ / _{xx}
6	Remove Thermoplastic Pavement Stripes and Markings	1	LS	19,766 ⁰⁰ / _{xx}	19,766 ⁰⁰ / _{xx}
7	Thermoplastic Pavement Markings	6,196	SF	4.50	27,882 ⁰⁰ / _{xx}
8	Thermoplastic Striping Detail 5	2,820	LF	.50	1,410 ⁰⁰ / _{xx}
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10	Thermoplastic Striping Detail 27B	1,273	LF	.60	763.80
11	Thermoplastic Striping Detail 23	90	LF	2.00	180 ⁰⁰ / _{xx}
12	Thermoplastic Striping Detail 38C	50	LF	2.00	100 ⁰⁰ / _{xx}
13	Thermoplastic Striping Detail 39	553	LF	1.00	553 ⁰⁰ / _{xx}
14	Lead Compliance Plan	1	LS	2,500 ⁰⁰ / _{xx}	2,500 ⁰⁰ / _{xx}

TOTAL 397,930 ⁰⁰/_{xx}

BID ALTERNATE No. 1, JOYCE AVE., HERNDON ROAD TO HWY 99

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	500 ⁰⁰ / _{xx}	500 ⁰⁰ / _{xx}
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3	Traffic Control System	1	LS	3,900 ⁰⁰ / _{xx}	3,900 ⁰⁰ / _{xx}
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8	Thermoplastic Striping Detail 22	424	LF	1.50	636 ⁰⁰ / _{xx}
9	Thermoplastic Pavement Markings	40	SF	4.50	180 ⁰⁰ / _{xx}

TOTAL 44,633⁰⁰/_{xx}

(SIGNED) Edward Allen Date: 06/01/11

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

SUBCONTRACTORS LIST

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

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	Garrett Thompson Co.	Modesto Ca.	Paving
2	Chrisp Co.	Stockton Ca.	Striping
3			
4			
5			
6			
7			
8			
9			

(SIGNED) Edward Olla Date: 06/01/11

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

Contract No. 9217

ADDENDUM SHEET

2011 Slurry Seal

<u>ADDENDUM</u>	<u>DATED</u>	<u>DATE RECEIVED</u>	<u>INITIALS</u>
1	05-25-11	05-26-11	ED

Contractor Bond Blacktop, Inc.
 Address PO Box 616
Union City, CA 94587
 Phone (510) 441-9981 Fax (510) 441-9982

(SIGNED) Edward Olla Date: 6/2/11

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

Contract No. 9217

PROPOSAL SIGNATURE SHEET

Accompanying this proposal is Bidder's Bond (insert the words "cash," "cashier's check," "certified check," or "bidder's bond," (\$ _____), as the case may be) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Bond Blacktop, Inc.

Edward Dillon, President/Secretary/Treasurer

Licensed in conformance with an act providing for the registration of contractors,

License No. _____ Classification(s) A

Expiration Date 02/29/12

ADDENDA - THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S 1
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 06/01/11

Edward Dillon, President


Signature and Title of Bidder

Business Address: P.O. Box 616, Union City, CA 94587

Place of Business: 2828 Faber Street, Union City, CA 94587

Place of Residence: _____

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

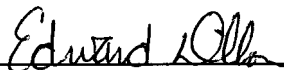
The bidder Bond Blacktop, Inc., proposed subcontractor _____, hereby certifies that he has _____, has not X, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and **must be submitted by bidders and proposed subcontractors** only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(SIGNED)

Date: 06/01/11

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) Edward Olla Date: 06/01/11

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

Edward Dillon, being duly sworn, deposes and says that he or she is
President, of Bond Blacktop, 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)

Edward Dillon

Date: 06/01/11

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

NON-DISCRIMINATION OF THE HANDICAPPED

STANISLAUS COUNTY

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.

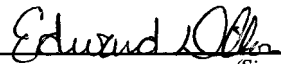
**CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF THE HANDICAPPED**

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: Bond Blacktop, Inc.

BUSINESS ADDRESS: P.O. Box 616 TEL. (510) 441-9981

CITY, STATE, ZIP CODE: Union City, CA 94587

BY:  TITLE: President
(Signature)

DATED: 06/01/11

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

None

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

(SIGNED) Edward Oller Date: 06/01/11

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Providing false information may result in criminal prosecution or administrative sanctions.