

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

DEPT: Public Works *Feb*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE August 30, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Construction Contract for the Claribel Road at Burlington Northern Santa Fe Railroad Crossing to Farwest Safety Inc., Lodi, California

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$21,400 to Farwest Safety Inc., of Lodi, CA for the construction of the Claribel Road at Burlington Northern Santa Fe Railroad Crossing, subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with Farwest Safety, Inc., for \$21,400 and to sign necessary documents.
3. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$28,540 (\$21,400 contract; \$5,000 quality assurance and inspection; \$2,140 contract change orders and contingencies). The project will be funded by Highway Safety Improvement Program Federal funds totaling \$16,610, and Local funds totaling \$11,930. The funds are available in the Public Works Road budget.

BOARD ACTION AS FOLLOWS:

No. 2011-507

On motion of Supervisor Chiesa, 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 Claribel Road at Burlington Northern Santa Fe Railroad Crossing to Farwest Safety Inc., Lodi, California

STAFF RECOMMENDATIONS (Continued):

4. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.
5. Authorize the Construction Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

DISCUSSION:

The Claribel Road at Burlington Northern Santa Fe (BNSF) Railroad Crossing project consists of work to improve safety at the BNSF Railroad Crossing near the intersection of Claribel Road and Terminal Avenue near the City of Riverbank. The improvements include: the installation of a pre-manufactured raised median with tubular delineators, new traffic signs and pavement markings.

The project is exempt from the California Environmental Quality Act (CEQA) under Class 1, Section 15301 (existing facilities) of the California Code of Regulations.

On April 29, 2009, Caltrans issued a National Environment Policy Act (NEPA) Categorical Exclusion determination for the project.

On February 15, 2011, Stanislaus County filed CEQA Categorical Exemption determination for the project.

On June 28, 2011, the Board of Supervisors approved and adopted the plans and specifications for the Claribel Road at BNSF Railroad Crossing project and directed the Public Works Staff to publish and mail the notice inviting bids.

On August 3, 2011, one sealed bid was received, publicly read, and opened. A summary of the bid follows:

CONTRACTOR	BID
Farwest Safety Inc.	\$21,400

The engineer's estimate for the budget of the project is \$18,456. The project is tentatively scheduled to begin construction in late September 2011.

POLICY ISSUES:

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

Approval to Award the Construction Contract for the Claribel Road at Burlington Northern Santa Fe Railroad Crossing to Farwest Safety Inc., Lodi, California

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

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

NW:lc

L:\ROADS\9245 - Claribel Rd @ BNSF Railroad Crossing Improvements\Design\Board Items\AWARD PROCESS\BOS ITEMS
Award_Construction_Contract_BOS 8-30-11

COUNTY OF STANISLAUS

AGREEMENT

THIS AGREEMENT, dated this 30th day of August, 2011, by and between FARWEST SAFETY, INC. whose place of business is located at 226 N. Main Street, Lodi, California ("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 30th day of August, 2011 awarded to Contractor the following Contract:

CONTRACT NUMBER 9245

Claribel Road at Burlington Northern Santa Fe Railroad Crossing

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 One (1) Working Day 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:

One Thousand Dollars (\$1,000) 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 Manager
1716 Morgan Road
Modesto, CA 95358
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Contractor:

Farwest Safety, Inc.
Attn: Dede Anderson, Vice President
226 N. Main Street
Lodi, CA 95240
Phone: (209) 339-8085
Fax: (209) 339-9879

(SIGNATURES NEXT PAGE)

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

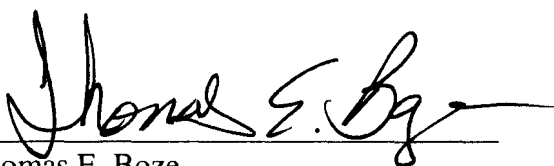
COUNTY OF STANISLAUS

FARWEST SAFETY INCORPORATED

By: _____
Matt Machado, Director
Public Works Department

By: _____
Dede Anderson
Vice President

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

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

CONTRACTOR'S BID SHEET
FOR
Claribel Road at Burlington Northern Santa Fe Railroad Crossing
Federal Aid Project No. HSILP-5938(163)

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	4,000.-	4,000.-
2	Traffic Control	1	LS	2,000.-	2,000.-
3	Pre-manufactured Raised Median (including Tubular Delineators)	100	LF	90.-	9,000.-
4	New Traffic Signs	4	EA	600.-	2,400.-
5	Thermoplastic Pavement Marking	140	SF	20.-	2,800.-
6	Water Pollution Control Plan	1	LS	1,200.-	1,200.-

TOTAL BID 21,400.-

(SIGNED) Dede Anderson

Date: Aug 2nd 2011



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: September 28, 2011	PHONE: 209-525-4157 E-MAIL: allsopl@stancounty.com
RE: Attachment for Board Item *C-1– August 30, 2011 Agreement with Farwest Safety, Inc.	

Hi Suzi,

Attached for your files:
Executed Agreement
Official Bid Results
Submitted Bid

COUNTY OF STANISLAUS

AGREEMENT

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WHEREAS, County, by its Resolution No. 2011-507 adopted on the 30th day of August, 2011 awarded to Contractor the following Contract:

CONTRACT NUMBER 9245

Claribel Road at Burlington Northern Santa Fe Railroad Crossing

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.

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Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout One (1) Working Day from the date when the Contract Time

commences to run as provided in the Agreement.

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One Thousand Dollars (\$1,000) 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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- 5.2 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

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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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- 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.

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- 8.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.

- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder

shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

If to County:

Stanislaus County Public Works
Attn: Chris Brady, Construction Manager
1716 Morgan Road
Modesto, CA 95358
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Contractor:

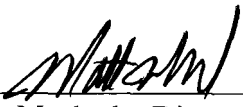
Farwest Safety, Inc.
Attn: Dede Anderson, Vice President
226 N. Main Street
Lodi, CA 95240
Phone: (209) 339-8085
Fax: (209) 339-9879


(SIGNATURES NEXT PAGE)

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

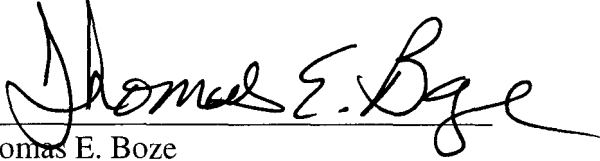
COUNTY OF STANISLAUS

FARWEST SAFETY INCORPORATED

By: 
Matt Machado, Director
Public Works Department

By: 
Dede Anderson
Vice President

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

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

CONTRACTOR'S BID SHEET
FOR
Claribel Road at Burlington Northern Santa Fe Railroad Crossing
Federal Aid Project No. HSILP-5938(163)

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	4,000.-	4,000.-
2	Traffic Control	1	LS	2,000.-	2,000.-
3	Pre-manufactured Raised Median (including Tubular Delineators)	100	LF	90.-	9,000.-
4	New Traffic Signs	4	EA	600.-	2,400.-
5	Thermoplastic Pavement Marking	140	SF	20.-	2,800.-
6	Water Pollution Control Plan	1	LS	1,200.-	1,200.-

TOTAL BID 21,400.-

(SIGNED) Dede Anderson

Date: Aug 2nd 2011

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

**OFFICIAL BID RESULT
FOR
CLARIBEL ROAD AT BURLINGTON NORTHERN
SANTA FE RAILROAD CROSSING**

Bid Opening: August 3, 2011

Engineer's Estimate: \$18,425.00

APPARENT LOW BIDDER

Farwest Safety Inc.

226 N. Main St.
Lodi, CA 95240

\$21,400.00

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

SPECIFICATIONS

FOR

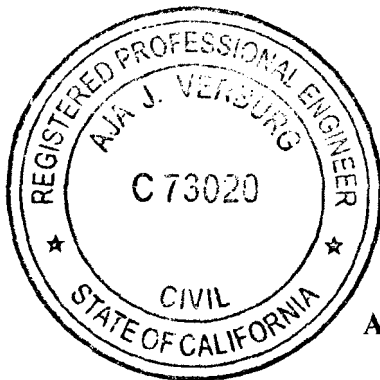
**Claribel Road at Burlington Northern
Santa Fe Railroad Crossing
Federal Aid Project No. HSILP-5938(163)
Contract No. 9245-1**

BOARD OF SUPERVISORS

William O'Brien	District No. 1
Vito Chiesa	District No. 2
Terry Withrow	District No. 3
Dick Monteith, Chairman	District No. 4
Jim DeMartini	District No. 5

**Richard W. Robinson, Chief Executive Officer
Matt Machado, Director of Public Works**

The Specifications contained herein have been prepared by or under the direction of the following registered engineer.



Approved By:

Aja Verburg 7/11/11
Aja Verburg, Associate Civil Engineer

**Approved by Stanislaus County Board of Supervisors: June 28, 2011
Bid Opening Time and Date: 2:00 p.m., August 3, 2011**

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the Claribel Road at Burlington Northern Santa Fe Railroad Crossing, Federal Aid Project No. HSILP-5938(163) project. Estimated Construction cost for this project is \$15,000. The work to be accomplished includes installation of raised curb with delineators and placement of signs and thermoplastic pavement markings.

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at www.modestoreprographics.com. Paper copies are available from Modesto Reprographics. Call (209) 544-2400 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to aja.verburg@stancounty.com or fax your questions to 525-4188, Attn: Aja Verburg.

Bid forms are provided in the Section titled "Proposal". Bids shall be submitted in a sealed envelope and plainly marked "**Proposal for Claribel Road at Burlington Northern Santa Fe Railroad Crossing, Federal Aid Project No. HSILP-5938(163)**". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:00 p.m., August 3, 2011¹, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Room 6500 and read by the Clerk of the Board after bid closing.

EVENT DESCRIPTION	ANTICIPATED DATE
Board Approval of Plans and Specifications	June 28, 2011
Project Advertisement	July 4, 2011
	July 11, 2011
	July 18, 2011
Last Day Contractors Clarification Requests	July 27, 2011 ¹
Issuance of Addendum (if required)	July 29, 2011 ¹
Bid Opening	August 3, 2011 ¹
Board Approval of Contract	September 6, 2011 ¹
Notice to Proceed	October 3, 2011 ¹

1. Addendum No. 1.
Claribel Road at Burlington Northern Santa Fe Railroad Crossing
Federal Aid Project No. HSILP-5938(163)
August 2011

CONTRACTOR'S BID SHEET
FOR
Claribel Road at Burlington Northern Santa Fe Railroad Crossing
Federal Aid Project No. HSILP-5938(163)

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
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5	Thermoplastic Pavement Marking	140	SF	20.-	2,800.-
6	Water Pollution Control Plan	1	LS	1,200.-	1,200.-

TOTAL BID 21,400.-

(SIGNED) Dede Anderson

Date: Aug 2nd 2011

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

ADDENDUM SHEET

FOR

**Claribel Road at Burlington Northern Santa Fe Railroad Crossing
Federal Aid Project No. HSILP-5938(163)**

Addendum No.	<u>1</u>	Dated	<u>July 11th 2011</u>	Date Received	<u>July 13th 2011</u>	Initials	<u>DA</u>
Addendum No.	<u>2</u>	Dated	<u>July 15th 2011</u>	Date Received	<u>July 15th 2011</u>	Initials	<u>DA</u>
Addendum No.	<u>—</u>	Dated	<u>—</u>	Date Received	<u>—</u>	Initials	<u>DA</u>
Addendum No.	<u>—</u>	Dated	<u>—</u>	Date Received	<u>—</u>	Initials	<u>DA</u>
Addendum No.	<u>—</u>	Dated	<u>—</u>	Date Received	<u>—</u>	Initials	<u>DA</u>
Addendum No.	<u>—</u>	Dated	<u>—</u>	Date Received	<u>—</u>	Initials	<u>DA</u>
Addendum No.	<u>—</u>	Dated	<u>—</u>	Date Received	<u>—</u>	Initials	<u>DA</u>
Addendum No.	<u>—</u>	Dated	<u>—</u>	Date Received	<u>—</u>	Initials	<u>DA</u>

Contractor Farwest Safety, Inc.

Address 226 N. Main St.
Lodi CA 95240

PHONE (209) 339-8085 FAX (209) 339-9879

(SIGNED) Dede Anderson Date: Aug 2nd 2011

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

SUBCONTRACTORS LIST

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

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	<i>NONE</i>	<i>_____</i>	<i>_____</i>
2			
3			
4			
5			
6			
7			
8			
9			

(SIGNED) *Dede Anderson* Date: *Aug 2nd 2011*

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

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

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

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

(SIGNED) Dede Anderson Date: Aug 2nd 2011

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) Dede Anderson Date: Aug 2nd 2011

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

Dede Anderson, being duly sworn, deposes and says that he or she is
Vice President, of Farwest Safety, 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) Dede Anderson Date: August 2nd 2011

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: Farwest Safety, Inc.

BUSINESS ADDRESS: 226 N. Main St. TEL. 209-339-8085

CITY, STATE, ZIP CODE: Lodi CA 95240

BY: Dede Anderson TITLE: Vice President
(Signature)

DATED: August 2nd 2011

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.

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) Dede Anderson Date: August 2nd 2011

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.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Farwest Safety, Inc.
Business name if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) Exempt payee
 Other (see instructions)

Address (number, street, and apt. or suite no.): **226 N. Main Street**
 City, state, and ZIP code: **Lodi CA 95240**

Requester's name and address (optional):
 List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *HOW to get a TIN* on page 3.

Social security number

Note. If the account is in more than one name see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person

Dee Anderson

Date

August 2nd 2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities.
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation.
 7. A foreign central bank of issue.
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
 9. A futures commission merchant registered with the Commodity Futures Trading Commission.
 10. A real estate investment trust.
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
 12. A common trust fund operated by a bank under section 584(a).
 13. A financial institution.
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. **Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN.
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ¹
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If there is one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and address as either "trustee" or "grantor" of the IRA named in the account name. The "trustee" title is for your SSN; the "grantor" title is for the IRS-recognized SSN of the IRA beneficiary you have named.

⁴ List first and circle the name of the trust, estate, or pension trust. List only the name of the personal representative or trustee unless the legal entity itself is the grantor in the account name. Also, see Special Rules for Beneficiaries on page 3.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

PROPOSAL SIGNATURE SHEET

Accompanying this proposal is bidder's bond (insert the words "cash," "cashier's check," "certified check," or "bidder's bond," (\$ 2,140.7)," 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.

Farwest Safety, Inc. - Ronald B. Anderson/President-CEO-RMO
Dede Anderson/Vice President-Secretary-Treasurer Johnnie A. Ashe/Vice President-RMO

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

License No. 523187 Classification(s) "A" "C31" "D42"

Expiration Date 1/31/2012

ADDENDA – THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S 1 & 2
(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: August 2nd 2011
Dede Anderson
Vice President
Signature and Title of Bidder

Business Address: 226 N. Main St.

Place of Business: Lodi CA 95240

Place of Residence: Lodi CA 95240

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

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Farwest Safety, Inc. as Principal, and
Merchants Bonding Company (Mutual) as Surety are bound unto the
County of Stanislaus, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent
(10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below,
for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the **Claribel Road at Burlington Northern
Santa Fe Railroad Crossing Federal Aid Project No. HSILP-5938(163)**, for which bids are to be opened
at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6500,
Modesto, CA, **July 27, 2011**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required
under the specifications, after the prescribed forms are presented to him for signature, enters into a written
contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to
guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as
provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay
all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: July 25, 2011

Farwest Safety, Inc.
Dede Anderson
Dede Anderson Principal Vice President

Merchants Bonding Company (Mutual)
Surety

By: David A. Weise
David A. Weise Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

**Note: A Bidder's Bond must be completed and submitted with your bid for your bid to be accepted
as complete.**

ACKNOWLEDGMENT

State of California
County of Sacramento)

On 7/25/11 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

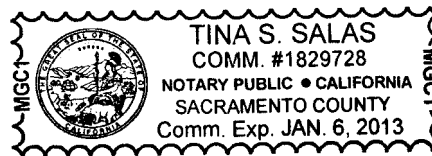
personally appeared David A. Weise,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina S. Salas

(Seal)



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

David A. Weise, Nicole S. Moon

of Rancho Cordova and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

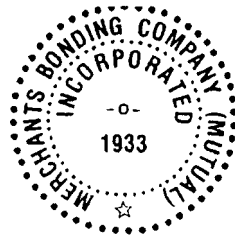
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 31st day of December, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 31st day of December, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

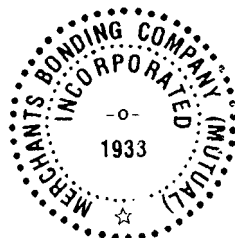


Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 25th day of July, 2011



William Warner Jr.
Secretary

BIDDER REGISTRATION FORM

In order to register to undertake work for the County of Stanislaus, Bidder must:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage complying with Article SC-15, INSURANCE of the Special Conditions.

INDEPENDENT CONTRACTOR REGISTRATION

Dated: August 2nd 2011 Fed. I.D. # _____
 Full Corporate Name of Company: Farwest Safety, Inc.
 Name of Principal Contact: Dede Anderson
 Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501(c)(3) X Corporation
 _____ Other, please explain: _____

INSURANCE

Worker's Compensation:

Carrier: State Compensation Insurance Fund
 Address: 3247 W. March Lane, Stockton CA 95219
 Phone and Fax: (209) 476-2631 (209) 476-2550
 Policy Number: 704-0000478-11

General Liability:

Carrier: Scottsdale Insurance Company
 Address: 11017 Cobblerock Drive #100, Rancho Cordova CA 95670
 Phone and Fax: 916-231-1851 916-231-1868
 Policy Number: BCS0023108
 Policy Limits: see attached certificate
 A.M. Best Rating: A+ XV

Automobile Liability:

Carrier: Century National Insurance
Address: 11017 Cobblestone Drive #100, Rancho Cordova CA 95670
Phone and Fax: 916-231-1851 916-231-1868
Policy Number: BAP0165073
Policy Limits: see attached certificate
A.M. Best Rating: A-VIII

All-Risk Course of Construction:

Carrier: National Union Fire Ins. Co. of Pittsburg, PA
Address: 11017 Cobblestone Drive #100, Rancho Cordova, CA 95670
Phone and Fax: 916-231-1851 916-231-1868
Policy Number: BE011546266
Policy Limits: see attached certificate
A.M. Best Rating: A+ XV

Professional Liability (if applicable):

Carrier: N/A
Address: _____
Phone and Fax: _____
Policy Number: _____
Policy Limits: _____
A.M. Best Rating: _____

Pollution Legal Liability Insurance (if applicable):

Carrier: N/A
Address: _____
Phone and Fax: _____

Policy Number: _____

Policy Limits: _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE COUNTY OF STANISLAUS, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

Dede Anderson
SIGNATURE

DATE: Aug 2nd 2011



FARWSAF-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Insurance Services USA, Inc. CA DOI Lic.#0D08408 (916)231-1741 11017 Cobblers Drive, #100 Rancho Cordova, CA 95670	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Insurance Company	NAIC #: 15580
	INSURER B: Century National Insurance	26905
	INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA	19445
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 3088326 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		BCS0023108	09/30/2010	09/30/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAP0165073	11/15/2010	11/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BE011546266	09/30/2010	09/30/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE:- Bidding Purposes 10 Day Notice of Cancellation for Non Payment of Premium.

CERTIFICATE HOLDER

County of Stanislaus
1010 10th Street, Suite 6500
Modesto, CA 95334

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jean Smith

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Dede Anderson</u> Print Name: <u>Dede Anderson</u> Title: <u>Vice President</u> Telephone No.: <u>209-339-8085</u> Date: <u>8/2/11</u>	

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.526.4130 Fax: 209.541.2509

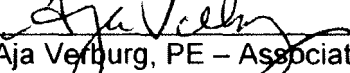
www.stancounty.com/publicworks

ADDENDUM NO. 1

**REQUEST FOR PROPOSALS FOR
CLARIBEL RD @ BNSF RAILROAD CROSSING**

IN

STANISLAUS COUNTY

By: 
Aja Verburg, PE – Associate Civil Engineer

DATE: July 11, 2011
OPENING BID: AUGUST 3, 2011 2:00 PM

**CLARIBEL RD @ BNSF RAILROAD CROSSING
ADDENDUM NO. 1
Page 1 of 4**

**ADDENDUM NO. 1
FOR THE: CLARIBEL RD @ BNSF RAILROAD CROSSING
PROPOSAL DUE: WEDNESDAY, AUGUST 3, 2011, AT 2:00 PM
DATE: JULY 11, 2011**

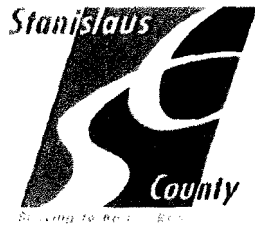
TO ALL BIDDERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE PLANS, SPECIAL PROVISIONS, AND BID DOCUMENTS, AND SHALL BE USED IN PREPARATION OF THE BIDS SUBMITTED FOR THE WORK. BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

CORRECTIONS

1. Remove the cover page of the project specifications and page I-1 of "Part-I Invitation to Bidders" and replace with amended cover page and attached with this Addendum page I-1.

REASON FOR CORRECTION: The project bid opening date has been changed. The new bid opening date is August 3, 2011, at 2:00 P.M.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.541.2509

www.stancounty.com/publicworks

ADDENDUM NO. 2

**TO PLANS AND SPECIFICATIONS FOR
CLARIBEL RD @ BNSF RAILROAD CROSSING**

IN

STANISLAUS COUNTY

By:


Aja Verburg, PE – Associate Civil Engineer

DATE: JULY 15, 2011
OPENING BID: AUGUST 3, 2011 2:00 PM

**CLARIBEL RD @ BNSF RAILROAD CROSSING
ADDENDUM NO. 2
Page 1 of 4**

ADDENDUM NO. 2
FOR THE: CLARIBEL RD @ BNSF RAILROAD CROSSING
FOR BIDS DUE: WEDNESDAY, AUGUST 3, 2011, AT 2:00 PM
DATE: JULY 15, 2011

TO ALL BIDDERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE PLANS, SPECIAL PROVISIONS, AND BID DOCUMENTS, AND SHALL BE USED IN PREPARATION OF THE BIDS SUBMITTED FOR THE WORK. BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

RESPONSES TO INQUIRIES

1. *"The special provisions SP-57 Raised Median (Tuff Curb) do's not specify the length of tubular delineators to be used tuff curb supplies in the 36",42" & 48."*

RESPONSE: The length of the tubular delineators shall be 42 inches. Replace Page V1-16 of Part VI-Special Provisions of the Project Specifications with the attached revised Page V1-16.

2. *"The plans or specification do not specify the size of sign panel for the W10-2R or 2L this sign has several different sizes per the federal MUTCD sign chart (see attachment)."*

RESPONSE: Use the size shown/highlighted on the attachment for the W-10-2R or 2L sign panel, which is the 36-inch sign.

3. *"Can we submit our bid using forms downloaded from the internet or do we have to obtain the bid package forms from Modesto Reprographics ?"*

RESPONSE: The bid package can include the downloaded forms obtained from Modesto Reprographics.

4. *"Under time for beginning and completing work it states that the contractor shall begin work within 5 days after the notice to proceed and allows one working day. Yet it states that the First working day will be the date of the notice of award ? This do's not make any sense. The actual work of installing curbing signs & pavement markings can be done in one day. It do's not allow for the notification of underground alert (48 hours) to install any construction area signs nor for the ordering of materials and or coordination of work with the railroad."*

RESPONSE: The issue can be coordinated with the County Resident Engineer at the pre-construction meeting. The Resident Engineer will likely issue a Notice to Proceed with a Temporary Suspension of work to allow for ordering of materials, etc.

5. *"I also cannot find the dollar amount for liquidated damages on this project."*

RESPONSE: Refer to Special Conditions SC-08 Prosecution and Progress – Liquidated Damages, Page V-8 of the Project Specifications.

EXHIBIT 15-G1 LOCAL AGENCY BIDDER UDBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: Stanislaus County LOCATION: Near Riverbank
 PROJECT DESCRIPTION: Claribel Rd @ BNSF Railroad Crossing Contract # 9245-1
 TOTAL CONTRACT AMOUNT: \$ 21,400.00
 BID DATE: August 3rd 2011
 BIDDER'S NAME: Farwest Safety, Inc.
 CONTRACT UDBE GOAL: 3.1%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE
6	Water Pollution Control	38300	Tully Consulting Group 580 Wiegand Way Dixon CA 95620	700.00

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all UDBE certifications have been verified and information is complete and accurate.

Print Name _____ Signature _____ Date _____
 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Participation \$ 700.00
3.3 %

Dede Anderson
 Signature of Bidder

8/8/2011 (209) 339-8085
 Date (Area Code) Tel. No.

Dede Anderson
 Person to Contact (Please Type or Print)

Local Agency Bidder UDBE Commitment (Construction Contracts)
 (Rev 6/26/09)

Distribution: (1) Original - Local agency files



Civil Engineering and Stormwater Solutions

August 9, 2011

RE: Proposal for WPCP for Stanislaus County Claribel Rd, Project No. 9245-1

Dear Farwest Safety, Inc.,

Thank you for the opportunity to provide a proposal for this project. We provide civil engineering and stormwater management services.

Scope of Work:

A. Prepare Water Pollution Control Program (WPCP)

Prepare a Water Pollution Control Program (WPCP). The document will be prepared in accordance with State and local requirements. Water Pollution Control Drawings will be included. Exclusions: Required BMP's, monitoring, site inspection and testing will be the contractor's responsibility.

Fee:

The WPCP will be prepared for a Fixed Fee of the following, with fees billed monthly based upon percent completion:

A. Prepare WPCP \$ 700

Fees will be due within 30 days of client's receipt of invoice.

Timing and deliverables:

The WPCP will be provided within 1 week of receipt of signed contract. The document will provided in hard copy (4 copies) and electronic PDF format.

We appreciate the opportunity to present this proposal and if you have any questions please feel free to contact me at (707) 628-4219. If this proposal is acceptable, please sign below authorizing us to begin work and return via fax to (707) 471-0318.

Sincerely,

AUTHORIZATION TO PROCEED

Robin Tully

Robin Tully, PE/QSD/QSP, President/Owner
License #: C64354

DeDe Anderson 8-9-11

Name: Date:

DBE/WBE/UDBE #38300, Exp. 2/4/2015
SBE (Micro) #60919, Exp. 1/31/2012
DUNS #832769918 Annual Revenue Under \$500K

TULLY CONSULTING GROUP
580 WIEGAND WAY • DIXON, CA • 95620
PHONE: 707-693-1926 • FAX 707-471-0318
ROBIN@TULLYGROUP.COM