

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

DEPT: Public Works

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE July 24, 2007

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract to George Reed, Inc., of Modesto, California, for the Traffic Congestion Relief Project "A", Intersection of Geer Road and Service Road

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$957,698 to George Reed, Inc., of Modesto, California, for the construction of the Traffic Congestion Relief Project "A", Intersection of Geer Road and Service Road.
2. Authorize the General Service Agency Director/Purchasing Agent to execute a contract in the amount of \$957,698 with George Reed, Inc.
3. Direct the Auditor-Controller to increase appropriations and estimated revenue in the Traffic Congestion Relief Project "A", Intersection of Geer Road and Service Road Project account by \$1,083,468 per the financial transaction sheet.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$1,083,468 (\$957,698 contract, \$20,000 construction quality assurance, \$10,000 material testing, and \$95,770 contract change orders) will be satisfied with funds available in the Regional Transportation Impact Fees (RTIF) Program. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2007-591

On motion of Supervisor Mayfield, Seconded by Supervisor Monteith
 and approved by the following vote,
 Ayes: Supervisors: Mayfield, Monteith, DeMartini, and Chairman O'Brien
 Noes: Supervisors: None
 Excused or Absent: Supervisors: None
 Abstaining: Supervisor: Grover

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to George Reed, Inc., of Modesto, California, for the Traffic Congestion Relief Project "A", Intersection of Geer Road and Service Road

4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Traffic Congestion Relief Program. The Traffic Congestion Relief Program provides for the installation of traffic signals, left turn lanes and related improvements on selected roadways throughout the County. Included in the program are improvements to the intersection of Geer Road and Service Road. This program is funded by Regional Transportation Impact Fees.

The proposed improvements at this intersection consist of the construction of additional pavement to allow the installation of left turn lanes on Geer road and Service Road, a through lane in each direction, and installation of a traffic signal. The proposed improvements will improve traffic safety and enhance the flow of traffic through this intersection.

On May 22, 2007, the Board of Supervisors approved plans and specifications for the Traffic Congestion Relief Project "A", Intersection of Geer Road and Service Road Improvement Project and directed the Clerk to publish the notice inviting bids.

On June 27, 2007, three sealed bids were received, publicly opened and read. A summary of the bids received follows:

Contractor	Bid
George Reed, Inc. -----	\$ 957,698
Granite Construction -----	\$ 969,735
Teichert Construction -----	\$1,058,533

The engineer's estimate for the budget of the project is \$1,250,000. The Department of Public Works requests the contract be awarded to the lowest bidder, George Reed, Inc., of Modesto, California, in the amount of \$957,698.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system. Furthermore, the Board should decide if it should authorize the Director of Public Works to issue change orders in accordance with Public Contract Code, Section 20142.

STAFFING IMPACT:

There is no staffing impact associated with this item.

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	<i>Geer Rd @ Service Intersection Imp</i>	
Period	JUL-07	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund	Org	Account	G/L Proj	Loc	Misc	incr appropriations	decr appropriations			
	4	7	5	7	6	6	decr est revenue	incr est revenue			
1	1102	40310	63280	9707	0	0.0	1,083,468.00				
2	1102	40310	63280	0	0	0.0			1,083,468.00		
3	1102	40310	46615	0	0	0.0	1,083,468.00				
4	1102	40310	46615	9707	0	0.0			1,083,468.00		
5						0.0					
6						0.0					
7						0.0					
8						0.0					
9						0.0					
10						0.0					
11						0.0					
12						0.0					
13						0.0					
14						0.0					
15						0.0					
16						0.0					
17						0.0					
18						0.0					
19						0.0					
20						0.0					
21						0.0					
22						0.0					
23						0.0					
24						0.0					
25						0.0					
Totals								2,166,936.00	2,166,936.00		

Explanation: Year-end transfer
Established budget for Geer Rd @ Service Road Intersection
Improvements

Requesting Department	CEO	Auditors Office Only	
Sharon Andrews <i>[Signature]</i>	<i>[Signature]</i>	<i>Tom Flores</i> Admip Approval (\$75K+) 7/13/07	
Signature	Signature		
7/13/07	7/17/07		
Date	Date	Prepared By	Date

Contact Person & Phone Number

AUDITOR-CONTROLLER STANDARD JOURNAL VOUCHER



BATCH SCREEN

Batch:
 Period:
 Description:

JOURNAL SCREEN

Journal:
 Category:
 Balance Type: A = Actual or E = Encumbrance
 Description:
 Control Total:

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	6400	64100	85850	0	0	0	0.0	1,083,468.00		
2	1102	40310	46615	9707	0	0	0.0		1,083,468.00	
3							0.0			
4							0.0			
5							0.0			
6							0.0			
7							0.0			
8							0.0			
9							0.0			
10							0.0			
11							0.0			
12							0.0			
13							0.0			
14							0.0			
15							0.0			
16							0.0			
17							0.0			
18							0.0			
19							0.0			
20							0.0			
21							0.0			
22							0.0			
23							0.0			
24							0.0			
25							0.0			
26							0.0			
27							0.0			
Totals								1,083,468.00	1,083,468.00	

Explanation:

Departments Outside Auditors' Office

SHARON ANDREWS
 Prepared by
 7/13/07
 Date

[Signature]
 Supervisor's Approval
 7/13/07
 Date

Auditors Office Only

[Signature]
 Admin Approval (\$75K+)
 7/13/07
 Date

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

BOARD OF SUPERVISORS

2007 AUG 31 A 10:58

TRANSMITTAL

Date: August 30, 2007

To: Suzi Seibert, Assistant Clerk of the Board

Re: Attachments for the Item *C-3, July 24, 2007
Traffic Congestion Relief Project "A", Intersection of Geer Road and
Service Road

From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Enclosed for your file is the agreement with George Reed, Inc., along with all submitted bids for Item *C-3, July 24, 2007.

Have a good day!

AGREEMENT

THIS AGREEMENT, dated this 24th day of July, 2007, by and between GEORGE REED, INC., whose place of business is located at 140 Empire Avenue, Modesto California 95354 ("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. 2007-591 adopted on the 24th day of July, 2007 awarded to Contractor the following Contract:

CONTRACT NUMBER 2007-2

TRAFFIC CONGESTION RELIEF PROJECT "A"
INTERSECTION OF
GEER ROAD AND SERVICE ROAD
IN STANISLAUS COUNTY

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 Quincy Engineering designed the Project and furnished the Plans and Specifications. Quincy Engineering shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated Construction Division as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 45 Working Days from the date when the Contract Time commences to run as provided in Special Provisions.

3.2 Liquidated Damages

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

- 3.2.1 Three Thousand Nine Hundred Fifty dollars (\$3,950.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

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

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

Article 4. Contract Sum

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

Article 5. Contractor's Representations

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

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

Article 6. Contract Documents

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

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

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

Article 7. Miscellaneous

- 7.1 Terms and abbreviations used in this Agreement are defined in General Conditions and Section (References and Definitions) and will have the meaning indicated therein.
- 7.2 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.
- 7.3 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.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 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.

- 7.6 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.
- 7.7 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).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

COUNTY OF STANISLAUS

GEORGE REED, INC.

By: 
Julie Mefferd
General Services Director/Purchasing Agent

By: 
Its: Bill Faris
Vice-President
Title (If Corporation: Chairman, President or Vice President)

APPROVED AS TO CONTENT
Department of Public Works

By: 
Matthew Machado, Director of Public Works

By: _____
Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

APPROVED AS TO FORM
Michael H. Krausnick, County Counsel

By: 
Thomas E. Boze, Deputy County Counsel

COUNTY RESOLUTION NO. 2007-591

END OF DOCUMENT

REVISED ENGINEER'S ESTIMATE OF QUANTITIES
AND
BID SHEET

TRAFFIC CONGESTION RELIEF PROJECT "A" – INTERSECTION OF GEER
RD AND SERVICE RD

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	ENVIRONMENTAL MITIGATION	LS	LUMP SUM	22,000.00	22,000.00
2	CONSTRUCTION STAKING	LS	LUMP SUM	11,000.00	11,000.00
3	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	2,200.00	2,200.00
4	WATER POLLUTION CONTROL	LS	LUMP SUM	15,750.00	15,750.00
5	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	2,100.00	2,100.00
6	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	5,200.00	20,800.00
7	REMOVE ROADSIDE SIGN	EA	4	110.00	440.00
8	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	1920	3.10	5,952.00
9	CLEARING AND GRUBBING	LS	LUMP SUM	60,000.00	60,000.00
10	ROADWAY EXCAVATION	CY	1230	92.00	113,160.00
11	IMPORTED BORROW	CY	1130	23.00	25,990.00
12	STRAW (EROSION CONTROL)	TON	4	865.00	3,460.00
13	FIBER (EROSION CONTROL)	LBS	2400	1.55	3,720.00
14	PURE LIVE SEED (EROSION CONTROL)	LBS	120	86.00	10,320.00
15	COMMERCIAL FERTILIZER (EROSION CONTROL)	LBS	920	2.45	2,254.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
16	STABILIZING EMULSION (EROSION CONTROL)	LBS	210	2.50	525.00
17	CLASS 2 AGGREGATE BASE	CY	860	51.00	43,860.00
18	ASPHALT CONCRETE (TYPE A)	TON	3800	75.00	285,000.00
19	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	4	320.00	1,280.00
20	12" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	LF	39	86.00	3,354.00
21	36" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	LF	63	365.00	22,995.00
22	12" CONCRETE FLARED END SECTION	EA	2	1,575.00	3,150.00
23	MINOR CONCRETE (CURB) (F)	CY	10	725.00	7,250.00
24	FENCE (TYPE BW, METAL POST)	LF	230	14.00	3,220.00
25	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	4.80	2,640.00
26	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	10100	1.35	13,635.00
27	PAVEMENT MARKER (RETROREFLECTIVE)	EA	310	5.30	1,643.00
28	SIGNAL AND LIGHTING (GEER/SERVICE)	LS	LUMP SUM	252,000.00	252,000.00
29	MOBILIZATION	LS	LUMP SUM	18,000.00	18,000.00
TOTAL BID PRICE					\$957,698.00

Contractor: George Reed, Inc.
 Address: P. O. Box 4760
Modesto, CA 95352
 Phone Number: (209) 523-0734 FAX: (209) 523-4927

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

PROPOSAL AND CONTRACT

FOR THE CONSTRUCTION OF

**TRAFFIC CONGESTION RELIEF
PROJECT "A"**

IN STANISLAUS COUNTY AT THE

**INTERSECTION OF GEER ROAD AND
SERVICE ROAD**

FOR USE IN CONNECTION WITH A LOCALLY FUNDED CONSTRUCTION PROJECT ADMINISTERED UNDER THE STANDARD SPECIFICATIONS AND STANDARD PLANS OF THE STATE OF CALIFORNIA FOR CONSTRUCTION OF LOCAL STREETS AND ROADS DATED JULY, 2002; ALL AMENDMENTS AND ADDENDA TO SAID STANDARD SPECIFICATIONS AND STANDARD PLANS; THE STANISLAUS COUNTY STANDARDS AND SPECIFICATIONS DATED JULY, 1998; AND THE LABOR SURCHARGE AND EQUIPMENT RENTAL RATES IN EFFECT ON THE DATE THE WORK IS ACCOMPLISHED.

**Approved by Stanislaus County Board of Supervisors: May 22, 2007
Bid Opening Date: June 27, 2007 at 2:30 P.M.**

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(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

(DO NOT DETACH)

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

**TRAFFIC CONGESTION RELIEF
PROJECT "A"**

**INTERSECTION OF GEER ROAD AND SERVICE ROAD
IN STANISLAUS COUNTY**

NAME OF BIDDER _____ George Reed, Inc. _____

BUSINESS P.O. BOX _____ P. O. Box 4760 _____

CITY, STATE, ZIP _____ Modesto, CA 95352 _____

BUSINESS STREET ADDRESS _____ 140 Empire Avenue _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____ Modesto, CA 95354 _____

TELEPHONE NO: **AREA CODE (209)** _____ 523-0734 _____

FAX NO: **AREA CODE (209)** _____ 523-4927 _____

CONTRACTOR LICENSE NO. _____ 211337 _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Standard Specifications and Standard Plans, Dated July, 2002, of the California Department of Transportation for Construction of Local Streets and Roads; all amendments and addenda to said standard Specifications and Standard Plans; the Stanislaus County Standards and Specifications, dated July, 1998, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done were adopted on **May 22, 2007**, and are entitled:

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR
TRAFFIC CONGESTION RELIEF PROJECT "A" – INTERSECTION OF GEER ROAD AND SERVICE ROAD**

The project plans for the work to be done were adopted on **May 22, 2007**, and are entitled:

**STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR
TRAFFIC CONGESTION RELIEF PROJECT "A" – INTERSECTION OF GEER ROAD AND SERVICE ROAD**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

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

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

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

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

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

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

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

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
16	STABILIZING EMULSION (EROSION CONTROL)	LBS	210	2.50	525.00
17	CLASS 2 AGGREGATE BASE	CY	860	51.00	43,860.00
18	ASPHALT CONCRETE (TYPE A)	TON	3800	75.00	285,000.00
19	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	4	320.00	1,280.00
20	12" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	LF	39	86.00	3,354.00
21	36" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	LF	63	365.00	22,995.00
22	12" CONCRETE FLARED END SECTION	EA	2	1,575.00	3,150.00
23	MINOR CONCRETE (CURB) (F)	CY	10	725.00	7,250.00
24	FENCE (TYPE BW, METAL POST)	LF	230	14.00	3,220.00
25	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	4.80	2,640.00
26	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	10100	1.35	13,635.00
27	PAVEMENT MARKER (RETROREFLECTIVE)	EA	310	5.30	1,643.00
28	SIGNAL AND LIGHTING (GEER/SERVICE)	LS	LUMP SUM	252,000.00	252,000.00
29	MOBILIZATION	LS	LUMP SUM	18,000.00	18,000.00
TOTAL BID PRICE					\$957,698.00

Contractor: George Reed, Inc.
 Address: P. O. Box 4760
Modesto, CA 95352
 Phone Number: (209) 523-0734 FAX: (209) 523-4927

REVISED ENGINEER'S ESTIMATE OF QUANTITIES
AND
BID SHEET

TRAFFIC CONGESTION RELIEF PROJECT "A" – INTERSECTION OF GEER
RD AND SERVICE RD

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	ENVIRONMENTAL MITIGATION	LS	LUMP SUM	22,000.00	22,000.00
2	CONSTRUCTION STAKING	LS	LUMP SUM	11,000.00	11,000.00
3	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	2,200.00	2,200.00
4	WATER POLLUTION CONTROL	LS	LUMP SUM	15,750.00	15,750.00
5	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	2,100.00	2,100.00
6	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	5,200.00	20,800.00
7	REMOVE ROADSIDE SIGN	EA	4	110.00	440.00
8	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	1920	3.10	5,952.00
9	CLEARING AND GRUBBING	LS	LUMP SUM	60,000.00	60,000.00
10	ROADWAY EXCAVATION	CY	1230	92.00	113,160.00
11	IMPORTED BORROW	CY	1130	23.00	25,990.00
12	STRAW (EROSION CONTROL)	TON	4	865.00	3,460.00
13	FIBER (EROSION CONTROL)	LBS	2400	1.55	3,720.00
14	PURE LIVE SEED (EROSION CONTROL)	LBS	120	86.00	10,320.00
15	COMMERCIAL FERTILIZER (EROSION CONTROL)	LBS	920	2.45	2,254.00

**ENGINEER'S ESTIMATE OF QUANTITIES
AND
BID SHEET**

**TRAFFIC CONGESTION RELIEF PROJECT "A" – INTERSECTION OF GEER RD AND
SERVICE RD**

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	ENVIRONMENTAL MITIGATION	LS	LUMP SUM		
2	CONSTRUCTION STAKING	LS	LUMP SUM		
3	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM		
4	WATER POLLUTION CONTROL	LS	LUMP SUM		
5	TEMPORARY CONSTRUCTION ENTRANCE	EA	1		
6	CONSTRUCTION AREA SIGNS	LS	LUMP SUM		
7	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4		
8	REMOVE ROADSIDE SIGN	EA	4		
9	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	1920		
10	CLEARING AND GRUBBING	LS	LUMP SUM		
11	DEVELOP WATER SUPPLY	LS	LUMP SUM		
12	ROADWAY EXCAVATION	CY	1230		
13	IMPORTED BORROW	CY	1130		
14	STRAW (EROSION CONTROL)	TON	4		
15	FIBER (EROSION CONTROL)	LBS	2400		
16	PURE LIVE SEED (EROSION CONTROL)	LBS	120		
17	COMMERCIAL FERTILIZER (EROSION CONTROL)	LBS	920		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
18	STABILIZING EMULSION (EROSION CONTROL)	LBS	210		
19	CLASS 2 AGGREGATE BASE	CY	860		
20	ASPHALT CONCRETE (TYPE A)	TON	3800		
21	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	4		
22	12" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	LF	39		
23	36" REINFORCED CONCRETE PIPE (RUBBER GASKET JOINT)	LF	63		
24	36" STANDPIPE	LF	8		
25	12" CONCRETE FLARED END SECTION	EA	2		
26	MINOR CONCRETE (CURB)	CY	10		
27	FENCE (TYPE BW, METAL POST)	LF	230		
28	THERMOPLASTIC PAVEMENT MARKING	SQFT	550		
29	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	10100		
30	PAVEMENT MARKER (RETROREFLECTIVE)	EA	310		
31	SIGNAL AND LIGHTING (GEER/SERVICE)	LS	LUMP SUM		
32	MOBILIZATION	LS	LUMP SUM		
TOTAL BID PRICE					

Contractor: _____
Address: _____

Phone Number: _____ **FAX:** _____

ADDENDUM ACKNOWLEDGEMENT

Addendum No. 1 Dated 06/20/07 Date Received 06/21/07 Initials 

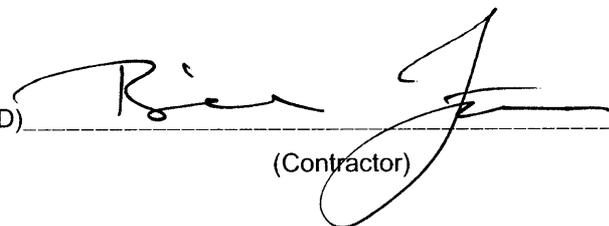
Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

LIST OF SUBCONTRACTORS

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 State Standard Specifications and Section 2-1.01, "General," of the special provisions.

	<u>Subcontractor</u>	<u>Business Address</u>	<u>Description of Portion of Work Subcontracted</u>
1.	Allen A. Waggoner Construction, Inc.		Underground
2.	1012 S. Acacia Avenue, Ripon, CA 95366		
3.			
4.	Richard A. Heaps Electrical Contractors, Inc.		Electrical
5.	8909 Florin Road, Sacramento, CA 95829		
6.			
7.	Premier Engineering & Surveying, Inc.		Surveying
8.	136 S. Center Street, Turlock, CA 95380		
9.			
10.	Industrial Fence Company, Inc.		Fence
11.	P. O. Box 578321, Modesto, CA 95357		
12.			
13.	Chrisp Company		Striping/Signs
14.	43650 Osgood Road, Fremont, CA 94539		
15.			
16.	Penhall Company dba Bobbie Mack Grinding Co.		Cold Plane Grinding
17.	139 N. Cain Street, Visalia, CA 93292		
18.			
19.	Metamorphosis Erosion Control, Inc.		Erosion Control
20.	1060 Kaiser Road, Suite C, Napa, CA 94558		

(SIGNED) 
 (Contractor)

Bill Faris
 Vice-President

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The _____ bidder
George Reed, Inc.

proposed _____ subcontractor
_____, hereby certifies

that he has XX, 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.

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 XX 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 XX

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.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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**

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Note: The above Non Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion there for shall also constitute signature of this Non Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

STANISLAUS COUNTY

NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Certification

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

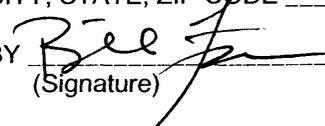
CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF THE HANDICAPPED

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

NAME OF BIDDER George Reed, Inc.

BUSINESS ADDRESS P. O. Box 4760 TEL. (209) 523-0734

CITY, STATE, ZIP CODE Modesto, CA 95352

BY  Bill Faris TITLE Vice-President
(Signature)

DATED June 27, 2007

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.
